

TERESA GREENHAM
CITY OF GROVELAND
156 SOUTH LAKE AVE
GROVELAND, FL 34736



**DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR THE CASCADES OF GROVELAND**

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**DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR THE CASCADES OF GROVELAND**

THIS DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS, FOR THE CASCADES OF GROVELAND (the "Declaration") is made this ____ day of _____, 2005, by Levitt and Sons of Lake County, LLC, a Florida limited liability company, whose address is 7777 Glades Road, Suite 400, Boca Raton, Florida 33434 (the "Developer").

RECITALS

A. The Developer is the owner of fee simple title to that certain real property more specifically described in Article II (the "Property").

B. The Developer desires to create a community in the Property.

C. In order to preserve and enhance the value of dwelling units and other structures built on the Property and to promote the welfare of their owners and occupants, the Developer desires to submit the Property to this Declaration.

D. The Developer has formed a Florida not-for-profit corporation, The Cascades of Groveland Homeowners' Association, Inc., which shall be responsible for the administration, enforcement and performance of certain duties under this Declaration.

E. This Declaration does not and is not intended to create a condominium within the meaning of the Florida Condominium Act, Chapter 718, Florida Statutes.

NOW THEREFORE, the Developer declares that the Property, together with such additions thereto as are hereafter annexed pursuant to Article II of this Declaration, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, servitudes, easements, charges and liens set forth below.

**ARTICLE I.
DEFINITIONS**

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Adult Housing" shall mean and refer to housing provided for adults 55 years of age and older in accordance with the provisions of the Fair Housing Amendments Act of 1988 as set forth in 42 U.S.C. §3601-et. seq. (the "Act"), and the Rules and Regulations relating thereto, and the Amendments thereof from time to time and as per Lake County Code, Section 22-14.
- (b) "Articles of Incorporation" and "Bylaws" shall mean and refer to the Articles of Incorporation and the Bylaws of the Association, as they may exist from time to time pursuant to, and in compliance with, the provisions of this Declaration.

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- (c) "Assessments" shall mean and refer to those payments due pursuant to Article VI, whether General or Special (as hereinafter defined), or a combination thereof.
- (d) "Association" shall mean and refer to The Cascades of Groveland Homeowners' Association, Inc., a Florida corporation not-for-profit.
- (e) "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- (f) "Common Areas" shall mean and refer to the real property described on Exhibit "B" attached hereto, and any other interest in real property acquired by the Association and deemed Common Area either in this Declaration or in the instrument of conveyance, together with any improvements on such property including without limitation any structures, off-street parking areas, street lights, and entrance features, but excluding any public utility installations thereon. Common Areas shall also include all internal roads within the Property.
- (g) "Developer" shall mean and refer to Levitt and Sons of Lake County, LLC, a Florida limited liability company, its successors and assigns, if such successor or assignee acquires the undeveloped portion of the Property and is designated as such by Developer. The Developer may make partial or multiple assignments of its rights under this Declaration. All such assignees shall be deemed to be the Developer as to those rights that may have been assigned to them.
- (h) "District" shall mean and refer to the St. Johns River Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.
- (i) "General Assessments" shall mean and refer to Assessments levied to fund expenses applicable to all Members of the Association and set forth in Article VI, Section 2, of this Declaration.
- (j) "Institutional Lender" shall mean and refer to any person or entity (i) holding a mortgage encumbering a Lot, (ii) which in the ordinary course of business makes, purchases, guarantees or insures mortgage loans, and (iii) which is not owned or controlled by the Owner of the Lot encumbered. An Institutional Lender may include, but is not limited to, a federal or state chartered bank or savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension or profit sharing plan, a mortgage company; the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, including the Veterans Administration and the Federal Housing Administration of the U.S. Department of Housing and Urban Development, or any other similar type of lender generally recognized as an institutional type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of Developer, whether or not such holder would otherwise be considered an Institutional Lender.

- (k) "Lot" shall mean and refer to any lot as shown on the plat of The Cascades of Groveland, - Phases 1, 2, 3 and 4, recorded or to be recorded in the Public Records of Lake County, Florida, and any lot shown on any re-subdivision of said plat or any portion thereof.
- (l) "Master Surface Water Management System" shall mean and refer to the overall system designed, constructed and implemented upon the Property to control discharges caused by rainfall events, which system is intended to collect, convey, store, absorb, inhibit, treat, use or reuse surface water in order to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution, and to control the quality and quantity of discharges from the system, all as permitted by the District pursuant to Chapter 40C-4, 40C-40, 40C-42, Florida Administrative Code.
- (m) "Member" shall mean and refer to each member of the Association, as provided in Article III of this Declaration, and shall include all Owners.
- (n) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.
- (o) "Property" shall mean and refer to all property and additions thereto (which additional property may or may not be contiguous to the real property described in Article II herein), as is subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (p) "Special Assessment" shall mean and refer to Assessments levied in accordance with Article VI, Section 5, of this Declaration.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Lake County, Florida, and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. Developer's Right to Add Additional Property to or Withdraw Property. Developer shall have the right, in its sole discretion, to add additional property (which may or may not be contiguous to the real property described in Section 1) to the scheme of this Declaration. Developer shall also have the right to withdraw property not previously conveyed to an Owner from the scheme of this Declaration subject to the approval of the City of Groveland. The addition or withdrawal by Developer shall not require the consent or joinder of the Association, or any Owner or mortgagee of any of the Property, but shall be at the sole option of the Developer. Upon addition of any property to the scheme of this Declaration, the owners of such additional property shall be and become subject to this Declaration, including assessment by the Association for their prorata share of the Association expenses. The addition of lands as aforesaid shall be made and evidenced by filing in the Public Records of Lake County, Florida, a supplemental declaration with respect to the lands to be added.

ARTICLE III.
HOMEOWNERS' ASSOCIATION

Section 1. Membership. Every Owner of a Lot that is subject to Assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Developer, or its specifically designated (in writing) successor. The Class B Member shall be entitled to the same number of votes held by all other Members of the Association plus one; however, notwithstanding any provision to the contrary, the Developer shall have the right to appoint the entire Board of Directors of the Association until 90 days after 90% of the maximum number of Lots have been conveyed to Owners other than the Developer, or at an earlier date, at the sole discretion of the Developer. At such time, the Developer shall call a meeting, as provided in the Bylaws for Special Meetings, to provide for the turnover of control of the Board of Directors to the Owners. The Developer shall have the right, in its sole discretion, to appoint one member to the Board of Directors for so long as the Developer owns at least five (5%) percent of the Property.

Section 3. Common Area Ownership. Developer may retain legal title to the Common Areas so long as it has not turned over control of the Board of Directors to the Owners as specified in Section 2. Within thirty days after such turnover of control, the Developer shall convey and transfer by quitclaim deed the record fee simple title to the Common Areas to the Association and the Association shall accept such conveyance, subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record. The Association shall pay taxes on the Common Areas commencing upon the date of recordation of the plat.

Section 4. Powers. In addition to the powers provided in its Articles of Incorporation, the Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more person, firms or corporations for management services.

Section 5. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, which shall be levied as Special Assessments as provided in this Declaration, and suspension of the right to vote and the right to use the recreation facilities. In addition, the Board shall have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of

the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce court ordinances or permit Lake County to enforce ordinances on the Property for the benefit of the Association and its Members.

Section 6. Merger or Consolidation. Upon a merger or consolidation of any association referred to herein with any other association, the Property, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the Property rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

Section 7. Termination of the Association. In the event of dissolution of the Association, for whatever reason other than merger or consolidation as provided for herein, any Owner may petition the Circuit Court of the Fifth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Property and Common Areas.

ARTICLE IV. MAINTENANCE OBLIGATIONS

Section 1. Common Area Maintenance. Commencing with the date this Declaration is recorded, except as stated hereinafter, the Association shall be responsible for the maintenance of the Common Areas and any improvements or personal property in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas, if any, and any improvements and any personal property thereon accruing from and after the date these covenants are recorded. For purposes of illustration, Common Areas include but are not limited to entrance features and gatehouse, all drainage retention areas, conservation areas, any wall and buffer area around the perimeter of the Property, as well as roads and recreation areas within the Property. Common Areas shall also include all internal roads within the Property and the Common Area sprinkler system. At all times, the Association shall maintain in good repair, and shall replace as scheduled any and all improvements belonging to the Association, including the gatehouse. The gatehouse will initially be unmanned, but will be manned at such time as the Developer determines in its sole and absolute discretion. At all times, the Association shall maintain all internal roads in good repair and shall resurface or repave said roads as necessary. All such work shall be completed in a manner which, in the sole and exclusive judgment of the Board of Directors of the Association, is deemed satisfactory.

Section 2. Street Lighting. The Association shall have the obligation for operation and maintenance of any street lighting facilities owned by the Association, if any, from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such

lights. In the event the Developer, in its sole discretion, elects to install such street lighting, Developer shall be entitled to all rebates or refunds of the installation charges and the Association hereby assigns such rebates or refunds to Developer and the Association shall forthwith pay same to the Developer.

Section 3. Lot Maintenance. The maintenance of the Lot, including cutting the grass, maintaining all landscaping and irrigation system components within the Lot (whether originally installed by the Developer Lot Owner) and/or replacement(s) thereof, shall be the complete maintenance responsibility of the Lot Owner. The maintenance and/or repair of landscaping on an Owner's Lot damaged due to the negligence or intentional acts of such Owner shall be the responsibility of such Owner. The maintenance of the residence and related improvements constructed on the Lot shall be the complete maintenance responsibility of the Owner(s) thereof. The maintenance of all landscaping installed on a Lot by the Owner(s) thereof which is in addition to and not a replacement of the landscaping originally installed by the Developer shall be the complete maintenance responsibility of such Owner(s). If a mailbox is installed by the Developer, in its sole discretion, the Owner shall be responsible for the maintenance, repair and replacement of the mail -box installed by the Developer.

Section 4. Irrigation System. Developer presently plans to install a common irrigation system throughout the Property to irrigate the Common Areas. If so installed, the irrigation pump(s), wells and any main irrigation lines shall be the maintenance obligation of the Association. In addition, all irrigation lines and all sprinkler heads located on the Lots shall be the maintenance responsibility of the Owner. The Association shall have an easement over the Property, including any Lot, to provide maintenance of such system. Notwithstanding the foregoing, the maintenance and/or repair of any damage to irrigation lines or sprinkler heads located on an Owner's Lot caused by the Owner's negligence or intentional act(s) shall be the responsibility of such Owner.

Section 5. Offsite Signage & Landscaping. The Association shall have the obligation to maintain any offsite signs which advertise and promote the name of the Property and to maintain the landscaping surrounding said signs.

Section 6. Stormwater Drainage Facility. The maintenance, repair, or replacement of any stormwater drainage facility located on the Property shall be the complete responsibility of the Association, in accordance with the requirements of the St. Johns River Water Management District. Any drainage facility shall be subject to any permit which may be issued by the District for the Property and as same may be amended from time to time. Copies of the District permit shall be maintained by the Association's Registered Agent for the Association's benefit. The District has the right to enforcement action, including a civil action for the injunction and penalties against the Association to compel it to correct any outstanding problems with the drainage facilities or in mitigation or conservation areas under the responsibility or control of the Association.

Section 7. Drainage Retention Areas ("DRA's"). The District is the local permitting authority for surface water permits. The onsite DRA's are designed as water management areas, and are not designed as aesthetic features. They are for drainage purposes only. The water level within the lakes is dependent upon rainfall and the level of the water in the ground. The water

level within the DRA's can be affected by and may decline significantly at certain times as a result of the level of other drainage areas, the demand for potable water and irrigation water, and rainfall conditions. Because none of these factors are within the control of the Association, the Association shall not be responsible for direct or consequential damage resulting from the lowering of the water level in the DRA's. The Association shall not be responsible for the maintenance of water in the DRA's to any specified level.

Section 8. Lift Station and Master Surface Water Management System. Unless and until dedicated or conveyed to a governmental unit or utility company, the Association shall maintain, repair and replace as needed, and pay the electrical usage charges for, the lift station and related lines and equipment located as shown on the plats of the Property. The "lakes" as shown on the plats of the Property constitute portions of the Master Surface Water Management System for the Property as approved and permitted by the District, and they shall be maintained by the Association, at Common Expense. It is the responsibility of the Association, at Common Expense, to operate, maintain and repair the Master Surface Water Management System and to enforce, or to take such appropriate action as may be necessary to cure violations of, the routine maintenance and non-interference covenants of the Owners under this Declaration and, when appropriate, to levy special assessments or individual assessments therefor. Maintenance of the Master Surface Water Management System shall include the exercise of practices which allow the system to provide drainage, water storage, conveyance and other surface water management capabilities as permitted by the District and the City of Groveland. Any repair or reconstruction of the Master Surface Water Management System shall be as originally permitted or, if modified, as approved by the District and the City of Groveland.

Section 9. Drainage Improvements within Easements. The Association shall maintain, repair and replace all drainage improvements within the Property, including without limitation within all platted drainage easements, all in accordance with the Master Surface Water Management System permit issued by the District. All maintenance, repairs and replacements of drainage improvements within the Property, including without limitation within all platted drainage easements, shall also be in accordance with requirements of applicable governmental entities.

ARTICLE V. CONSERVATION EASEMENTS

Section 1. Conservation Easement Areas. Pursuant to the provisions of Section 704.06, Florida Statutes, Developer has granted (or hereafter will grant) to the St. Johns River Water Management District (the "District") a conservation easement recorded on _____, in Official Records Book ____, Page ____, Public Records of Lake County, Florida (the "Conservation Easement"). The Conservation Easement shall exist in perpetuity and shall encumber the property described in the Conservation Easement ("Conservation Easement Areas"). Developer has granted or will grant the Conservation Easement as a condition of permit number _____ issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

A. Purpose. The purpose of the Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to

prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

B. Prohibited Uses. Any activity in or use of the Conservation Easement Areas inconsistent with the stated purposes of the Conservation Easement is prohibited in perpetuity. The terms of the Conservation Easement expressly prohibit the following activities and uses within the Conservation Easement Areas:

- (i) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (ii) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- (iii) Removing, destroying or trimming trees, shrubs , or other vegetation.
- (iv) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface, except for peat mining as set forth in that certain Lake County Ordinance #2001-150, recorded in the Official Records Book 2047, Pages 2175 to 2188, Public Records of Lake County, Florida, which mining operation shall cease, per the foregoing Ordinance, on or about November 1, 2007, and the Conservation Easement.
- (v) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (vi) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (vii) Acts or uses detrimental to such retention of land or water areas.
- (viii) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

C. Responsibilities. Developer, its successors and assigns (which may include the Association), are responsible for the periodic removal of trash and other debris which may accumulate in the Conservation Easement Areas.

D. Rights of District. To accomplish the purposes stated in the Conservation Easement, the Developer conveys the following rights to the District:

- (i) The right to enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if Developer or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement.
- (ii) The right to proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with the Conservation Easement.

E. Amendment. The provisions of the Conservation Easement and of this Article V may not be amended without the prior written approval of the District.

ARTICLE VI. ASSOCIATION ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. The Developer, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association General Assessments for expenses outlined in Section 2 hereof, and Special Assessments as provided in Section 4 hereof. Such Assessments are to be fixed, established and collected from time to time as hereinafter provided. Assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a Special Assessment against such Member. The full Assessment as to each Lot upon which an improvement is constructed shall commence on the first day of the full calendar month after a certificate of occupancy for the improvement is issued, or upon the conveyance of the Lot by the Developer or upon the first occupancy of the improvement, whichever occurs first. No Owner may waive or otherwise escape liability for the Assessments for maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas. The General and Special Assessments, together with interest thereon and costs collection thereof as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which the Assessment is made, and shall also be the personal obligation of the Owner of such Lot. The lien rights provided herein shall not apply to any portion of the Property owned by the Developer.

Section 2. General Assessments. The General Assessments levied by the Association shall be used exclusively for the expenses of the Association. General expenses are any and all charges for the administration of the Association, cable television expenses if any, maintenance, repair, replacement and operation of the Common Areas and the operation, maintenance and repair of the lift station and the Master Surface Water Management System as described in Article IV, Section 6 and 7 hereof, including, but not limited to: management, accounting and legal fees, postage, utility service to Common Areas, Association insurance, reserves deemed

necessary by the Board of Directors for repair, replacement or addition to the Common Area, and payment of all debts and obligations of the Association which are properly incurred for the purposes stated in this Declaration.

Section 3. Date of Commencement of General Assessments; Due Dates. The General Assessments shall commence on the first day of the month next following the recordation of this Declaration. Thereafter, the Board of Directors shall fix the date of commencement and amount of the Assessment against each Lot at least thirty (30) days in advance of the commencement period. The General Assessments shall be payable in advance in quarterly installments, or as otherwise determined by the Board of Directors of the Association.

Section 4. Initial Budget. The Developer shall establish the initial budget, which shall be based on a fully developed community. By a majority vote of the Board of Directors, the Board shall adopt an annual budget for the subsequent fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met. In the event the community is not fully developed at the time the budget is adopted by the Board, the Board may nevertheless base the budget on a fully developed community. In instances where the Developer or the Board bases the budget on a fully developed community when in fact the community is not so developed, then the budget (and therefore the Assessments) shall be reduced by the amount allocated for incomplete amenities or facilities. The Assessment shall be for the calendar year, but the amount of the General Assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year. The amount of the General Assessment may be changed at any time by the Board from that originally adopted or that which is adopted in the future.

Section 5. Special Assessments. A Special Assessment may be levied against one or more Lots for the following purposes:

- A.* charges for expenses of the Association which are not general expenses but which are attributable to a specific Lot or Lots and which are designated as a special charge.
- B.* reimbursement for damages caused by an Owner, Owners, their family members, guests, invitees or tenants.
- C.* capital improvements relating to the Common Area.
- D.* late charges, user fees, fines and penalties.
- E.* any other charge which is not a general expense.
- F.* any general expense, which exceeds the amount budgeted, or any emergency expense which exceeds the amount of any reserves or other Association funds.

A Special Assessment required to maintain the Association Property in good condition or to protect the liability of the Association Members may be levied against all Lots by a majority vote of the Board of Directors. Additionally, Special Assessments against individual Lot Owners for expenses incurred in direct relation to the maintenance or liability associated with that Lot may be levied by a majority vote of the Board of Directors. Other Special Assessments

shall require approval by a majority vote of those members present and voting at a meeting of the membership called in accordance with the Bylaws of the Association. The Board of Directors shall fix the amount and due date of any Special Assessment by resolution, which resolution shall also set forth the Lot or Lots subject to such Assessment.

In the event an amendment is made to this Declaration pursuant to Section 5 of Article XIII hereof, which amendment has the effect of removing the age restriction with respect to persons under eighteen (18) years of age, then the Association shall remit payment for all school impact fees due to Lake County at the rate prevailing at the time of such amendment for each category of units then in existence within the Property. Accordingly, a special assessment shall be levied against all Owners by the Association for the payment of any school impact fees that may be in effect at the time of such amendment. The amount of the school impact fee to be assessed against each Owner by the Association shall be equivalent to the school impact fee charged by Lake County at the rate prevailing at the time of such amendment for each category of units then in existence within the Property.

Section 6. Trust Funds. The portion of all General Assessments collected by the Association as reserves for future expenses, and the entire amount of all Special Assessments collected for capital improvements shall be the property of the Association as a whole and shall be used exclusively for the purposes designated at the time of Assessments. Each owner acknowledges and consents that such funds are the exclusive property of the Association as a whole and no Owner shall have any interest, claim or right to any such funds.

Section 7. Guaranteed Assessments During Guarantee Period. Developer covenants and agrees with the Association and the Owners that, for the period commencing with the date of recordation of this Declaration and ending upon the sooner of the following: (i) the date of turnover of the Association as described in Article III hereof ("Turnover Date"); or (ii) December 31, 2005, as such may be extended in Developer's sole discretion, as described herein ("Guarantee Period"), Developer shall be excused from payment of its share of the operating expenses and Assessments related to its Lots (other than Special Assessments) and, in turn, that the individual Lot Assessment charged to Owners other than Developer will not exceed the dollar amount set forth in the initial Budget of the Association ("Guaranteed Assessment") and that Developer will pay the difference ("Deficit"), if any, between (a) the operating Expenses (other than those operating Expenses which are properly the subject of a Special Assessment) incurred by the Association during the Guarantee Period, and (b) the amounts assessed as Guaranteed Assessments against Owners during the Guarantee Period, the "Working Capital Fund" set forth in Article VI, Section 8 hereof and any other income of the Association during the Guarantee Period. Thus, during the Guarantee Period Owners shall not be obligated to pay Assessments other than the Guaranteed Assessment and Special Assessments and the Owners' respective Working Capital Fund Contribution. The Deficit, if any, to be paid by Developer pursuant to this Section 7 shall be determined by looking at the Guarantee Period as a whole, without regard to quarterly, annual or any other accounting or fiscal periods and without regard to intra period allocations. In that regard, in the event it is determined at the end of the Guarantee Period that there is a Deficit and Developer has previously advanced funds to the Association in excess of the Deficit during the Guarantee Period, Developer shall be entitled to the immediate repayment from the Association of the amount of funds advanced by Developer in excess of the Deficit. Developer hereby reserves the right to extend the Guarantee Period from

time to time to a date ending no later than the Turnover Date at Developer's sole election by providing written notice to the Association of such election at least thirty (30) days prior to the expiration of the Guarantee Period (as same may have been previously extended). Developer also reserves the right to increase the amount of the Guaranteed Assessment during any such extended Guarantee Period. Special Assessments are not included in this guarantee.

Section 8. Working Capital Fund. Developer shall establish a Working Capital Fund for the initial months of operation of the Association, which shall be collected by the Developer from each Lot purchaser at the time of conveyance of each Lot to such purchaser in an amount equal to two (2) months of the annual assessment for each Lot without consideration for reductions due to incomplete facilities. Each Lot's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot. Amounts paid into the fund are not to be considered as advance payment of regular Assessments. Notwithstanding the foregoing, the Developer, for so long as it controls the Board of Directors, shall have the right to use the Working Capital Fund to pay for ordinary expenses of the Association.

Section 9. Assessment Roster and Certificate. A roster of the Owners, Lot numbers and Assessments applicable thereto shall be kept in the office of the Association and shall be open to inspection by any Owner. If the Owner does not reside on the Lot, Owner is required to provide their current mailing address to the Association, together with the names of those residing on the Lot.

The Association shall, within five (5) days of receipt of a written request, furnish to any Owner liable for an Assessment a certificate in writing signed by an officer or agent of the Association, setting forth whether such Assessment has been paid as to the Lot owned by the Owner making request therefor. Such certificate shall be conclusive evidence of payment of any Assessment to the Association therein stated to have been paid.

Section 10. Collection of Assessment, Effect of Non Payment of Assessments; The Personal Obligation of the Owner; The Lien, Remedies of the Association. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten percent (10%) of the amount of the Assessment, or Ten and No/ 100 Dollars (\$10.00), whichever is greater or as otherwise adopted by the Board of Directors from time to time, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay Assessments to the Association for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the General Assessments, for all Special Assessments, and/or for all other Assessments payable to the Association. If the Assessments and any late fees and interest are not paid on the date when due, then such Assessments and any late fees and interest shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the

property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid Assessments and late fees with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid Assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the Assessment and late fees are unpaid, or may foreclose the lien against the property on which the Assessment and late fee are unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such Assessment and late fee, attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the Assessment and late fee as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments and late fees hereunder.

The provisions set forth in this section shall not apply to the Developer for so long as the Developer owns any portion of the Property.

Section 11. Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, late charges (subject to the limitations of Florida laws), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first mortgage of an Institutional Lender upon any Lot. In addition, the lien of assessments, including interest, late charges (subject to the limitation of Florida laws), and costs (including attorneys' fees) provided for herein, shall be subordinate to a mortgage held by Developer upon the Property, or any portion thereof, or any interest therein. The sale or transfer of any Lot or parcel of land shall not affect the Assessment lien. However, the sale or transfer of any Lot or parcel pursuant to judicial or non judicial foreclosure of a first mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or parcel from lien rights for any Assessments thereafter becoming due. Where the Institutional Lender of a first mortgage of record or other purchaser of such a Lot obtains title, its successors and assigns shall not be liable for the Assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid Assessments shall be deemed to be an Assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Likewise, where a mortgage is held by the Developer upon the Property, or a portion thereof, and the Developer or other purchaser obtains title, its successors and assigns shall not be liable for the Assessments by the Association chargeable to the Property, or a portion thereof, which become due prior to the acquisition of title to the Property, or portion thereof, by such acquirer. Such unpaid Assessments shall be deemed to be an Assessment divided equally

among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

ARTICLE VII.
ARCHITECTURAL CONTROL

Section 1. Developer Architectural Control. For so long as the Developer owns any portion of the Property, the Developer shall have all powers of the Architectural Control Board as hereinafter set forth.

Section 2. Architectural Control Board. At such time as the Developer no longer owns any portion of the Property, the Architectural Control Board ("ACB") shall become a standing committee of the Association. The ACB shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Section and other provisions of this Declaration. The ACB shall consist of three members and such members shall be designated by the Directors of the Association. In the event of death, disability or resignation of any member of the ACB the remaining members shall have full authority to designate a successor. The members of the ACB need not be members of the Association and shall not be entitled to any compensation for services performed pursuant to this Section. A majority of the ACB may take any action the ACB is empowered to take, may designate a representative to act for the ACB and may employ personnel and consultants to act for it.

Section 3. ACB's Consent. Any request by an Owner for approval by the ACB to any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specification or other details as the ACB may deem reasonably necessary in connection with its determination as to whether or not it will approve same. Approval of any request shall not be unreasonably withheld, and shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable development of any Lot but may be withheld due to aesthetic considerations. The ACB shall notify the Owner of its approval or disapproval by written notice within thirty (30) days after request for such consent is made in writing to the ACB, and in the event the ACB fails to disapprove any request within such thirty (30) day period, the consent shall be deemed approved and upon request the ACB shall give written notice of such approval. In consenting to any plans or specifications, the ACB may condition such consent upon changes being made. If the ACB consents to any plan and specifications, the Owner may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the ACB, and subject to ant conditions of the ACB's approval.

Section 4. No Liability. The ACB or the Developer shall not be liable to any Owner in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the ACB or the Developer shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the ACB or the Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the ACB or the Developer shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

Section 5. Remedy for Violations. In the event this section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the ACB or the Developer, as the case may be, or is not made in strict conformance with any approval granted by the ACB or the Developer, the Association or the Developer shall specifically have the right to demand that an Owner stop, remove and/or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the ACB or the Developer, and the Association or the Developer may pursue injunctive relief or any other legal or equitable remedy available to the Association or the Developer in order to accomplish such purposes.

ARTICLE VIII.
EASEMENTS

Section 1. Members' Easements. Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, driveways and roads from time to time laid out on the Common Areas, for use in common with all such Members, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for walkways and/or driveways or lakes shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

A. The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas in compliance with the provisions of this Declaration and with any restrictions on the plat of the Property.

B. The right of the Association to suspend the voting rights for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.

C. The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas.

The right of an Owner to the use and enjoyment of the Common Areas shall extend to the residents and their guests, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of the Property or additional lands for which Developer holds an option to purchase, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Firefighters, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 5. Easements for Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each residence and such portion of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed by the Developer (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point.

Section 6. Right to Grant or Relocate Easement. The Developer (during any period in which the Developer has any ownership interest in the Property) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the Property and to grant access easements and to relocate any existing access easements in any portion of the Property as the Developer or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Property, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes. There shall be reciprocal appurtenant easements of encroachment as between each Lot and the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements installed by utility companies or governmental entities or the Developer, to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point.

Section 7. Association Easement. For the purpose solely of performing its obligations under the provisions of this Declaration, the Association, through its duly authorized agents, employees or independent contractors, shall have the rights, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day. In the event of an emergency, such right of entry shall exist without notice on any day. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots as may be reasonably necessary to effect and perform the exterior maintenance aforementioned.

Section 8. Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or Master Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or Stormwater Management System as required by the District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or Master Stormwater

Management System. No person shall alter the drainage flow of the surface water or Master Stormwater Management System, including buffer areas or swales, without the prior written approval of the District. In addition, the Association shall also have the right to enter upon any portion of any Lot which is a part of the surface water or Master Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or Master Stormwater Management System as required by applicable governmental entities. No person shall alter the drainage flow of the surface water or Master Stormwater Management System, including buffer areas or swales, without the prior written approval of applicable governmental entities.

Section 9. Easement for Peat Mining. Pursuant to and in accordance with that certain Lake County Ordinance #2001-150, recorded in the Official Records Book 2047, Pages 2175 to 2188, Public Records of Lake County, Florida, J.D. Eggebrecht Development, Ltd., its successors and assigns, shall have a non-exclusive easement for access and over and upon the designated areas for peat mining, to operate and conduct the permitted peat mining operation, which mining operation shall cease, per the foregoing Ordinance, on or about November 1, 2007. The non-exclusive access easement shall continue for an additional five (5) years after termination of the mining operation for J.D. Eggebrecht Development, Ltd., its successors and assigns, to monitor and maintain the affected areas, if any.

ARTICLE IX.
GENERAL RESTRICTIVE COVENANTS

Section 1. Applicability. The provisions of this Article shall be applicable to all Lots situated within the Property.

Section 2. Land Use. No Lot shall be used except for residential purposes. Temporary uses for model homes, parking lots, construction trailer, construction storage areas and/or sales offices shall be permitted for the Developer, and until on or about November 1, 2007, for peat mining as set forth in that certain Lake County Ordinance #2001-150, recorded in the Official Records Book 2047, Pages 2175 to 2188, Public Records of Lake County, Florida, which mining operation shall cease, per the foregoing Ordinance, on or before November 1, 2007.

Section 3. Building Location. Buildings shall be located in conformance with the requirements of the City of Groveland, Florida, and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer or its successor or assignee. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so by the municipality, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 4. Landscaping of Easements. In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress are shown on the recorded plat(s) of the Property. Within these easements no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing the Property and the Association, and their successors and assigns, shall have a perpetual easement for the installation

and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or the Common Areas under and through the utility easements as shown on the plat(s). Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivisions, whether in streets, rights-of-way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

Section 5. Nuisances. No noxious or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted in writing to the Board for a decision in writing, which decision shall be final. In addition, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain on any Lot; and in the event that an Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in areas so that they shall not be visible from adjoining Lots or from the street. Provided, however, any portion of the Property not yet developed by Developer, shall be maintained in a clean condition but shall not be expected to be maintained in a manicured condition. Peat mining and its collateral effects, such as noise or odor, pursuant to that certain Lake County Ordinance #2001-150, recorded in the Official Records Book 2047, Pages 2175 to 2188, Public Records of Lake County, Florida, which mining operation shall cease, per the foregoing Ordinance, on or about November 1, 2007, shall not be considered or deemed a nuisance.

Section 6. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently, except that the Developer may park a trailer on the Property during periods of construction, as may the J.D. Eggebrecht Development, Ltd., its successors and assigns to conduct the permitted peat mining operation as set forth in that certain Lake County Ordinance #2001-150, recorded in the Official Records Book 2047, Pages 2175 to 2188, Public Records of Lake County, Florida, which mining operation shall cease, per the foregoing Ordinance, on or about November 1, 2007.

Section 7. Signs. One sign of not more than one square foot may be used to indicate the name of the resident and/or house number. No sign of any kind shall be displayed to the public view on the Property, without the prior consent of the ACB; provided that the Developer, so long as it has not sold all of its Lots in the Property, shall retain the right to disapprove any signs displayed to the public view. Notwithstanding the foregoing, this Section shall not apply to the Developer for as long as it holds title to any portion of the Property.

Section 8. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions, except such overhead lines and structures as required for peat mining as set forth in that certain Lake County Ordinance #2001-150, recorded in the Official Records Book 2047, Pages 2175 to 2188, Public Records of Lake County, Florida, which mining operation shall cease, per the foregoing Ordinance, on or about November 1, 2007.

Section 9. Animals and Pets. No reptiles, animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets not to exceed a total of two (2) in number regardless of the type.. The keeping of a dog or other domestic pet is not a right of an Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at the Property.

This license is subject to the following conditions:

A. Pets shall be kept on a leash at all times when outside a building and not enclosed within a fenced-in area.

B. Pets are permitted to have excrements upon the Common Areas provided that the owner shall immediately remove such excrement from the Common Areas with a "PooperScooper" or other appropriate tool and deposit said waste in an approved trash receptacle.

C. The owner of a pet shall be responsible, and by virtue of ownership, assumes responsibility for any damage to persons or property caused by his pet(s).

D. Any pet whose owner violates the provisions and intent of these rules shall be deemed a nuisance and subject to removal in accordance with the provisions of this Declaration.

Section 10. Age Restrictions (Adult Housing). In order to comply with the requirements of the Fair Housing Amendments Act of 1988 and the Rules and Regulations relating thereto and any amendments thereof (the "Act"), the Association shall insure that the Properties have significant facilities and services specifically designed to meet the physical or social needs of persons 55 years of age or older.

"Significant facilities and services specifically designed to meet the physical or social needs of older persons" include, but are not limited to, social and recreational programs, continuing education, information and counseling, recreational, homemaker, environment, emergency and preventive health care programs, congregate dining facilities, transportation to facilitate access to social services, and services designed to encourage and assist residents to use

the services and facilities available to them (the housing facility need not have all of these features to qualify for the exemption under the Act).

Moreover, the Association must insure that at least 80% of the homes constructed on a Lot shall be occupied by at least one person 55 years of age or older per home, except that the Association is not obligated to comply with this requirement until 25% of the homes on the Lots are occupied.

The Association shall also publish and adhere to policies and procedures demonstrating an intent to provide housing for persons 55 years of age or older.

Persons who have not yet attained eighteen (18) years of age shall not be permitted to reside *permanently* in any residence on a Lot within the Property. Children under eighteen (18) years of age may be permitted to visit and *temporarily* reside in a residence on a Lot within the Property provided that such *temporary* residence shall not exceed sixty (60) days in any one calendar year or sixty (60) days within any consecutive twelve (12) month period, whichever may provide the least permissible residence. This provision cannot be revoked or amended for a period of at least thirty (30+) years from the date of recording of this Declaration. In addition, any amendments to this Section must comply with Section 5 of Article VI and Section 5 of Article XIII hereof.

Section 11. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 12. Commercial Trucks, Trailers, Campers and Boats. No commercial vehicles, campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages. Small pick-up trucks or vans of the type commonly used as private passenger vehicles may be parked or stored in approved parking areas, so long as no commercial equipment or lettering or graphics is exposed to view. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or shall have printed on same some reference to any commercial undertaking or enterprise. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

No vehicle which is unlicensed or inoperable may be kept or stored on the Property, unless kept fully enclosed inside a garage. No repair work to any type of motor vehicle, boat or trailer shall be conducted on any Lot other than minor repairs, cleaning or waxing which is completed in less than 24 hours.

Section 13. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard except as approved by the ACB or as installed by the Developer.

Section 14. Hedges. No hedge shall be erected in the front yard except as approved by the ACB or as installed by the Developer.

Section 15. Garbage and Trash Disposal. Garbage, refuse, trash or rubbish shall be stored in a fashion to protect it from view from the street or another Lot, provided however, that the requirements from time to time of the City of Groveland for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage placed out for collection must be in sealed garbage bags, covered plastic garbage cans, or such other containers supplied or approved by the garbage collecting authority. Trash, recyclables, and/or vegetation shall not be placed curbside earlier than 6:00 P.M. the evening before collection. Emptied receptacles or uncollected refuse shall be promptly removed from curbside by Owner.

Section 16. Gas Containers. No gas tank, gas container, or gas cylinder (except those placed by the Developer or approved by the ACB in connection with the installation of swimming pools. and/or. permanent barbecues, and except those used for portable barbecues) shall be permitted to be placed on or about the outside of any house or any ancillary building, and all such items (except those placed by the Developer in connection with the installation of swimming pools and/or permanent barbecues, and except those used for portable barbecues) shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the ACB.

Section 17. Communication Equipment. Except as may be installed by the Developer or as may be permitted by the ACB, no antennas, aerials, or lines, wires or other devices for communication or transmission of current shall be placed on any portion of the Property. In no event, however, shall lines or wires for communication or the transmission of current be constructed placed, or permitted to be placed within the Common Areas unless the same shall be installed by the Association for the common use of all Members, and shall be protected cables, and any of said lines or wires which are not located in buildings shall be constructed or placed and maintained underground. Any line or wire installations permitted by the Architectural Control Board pursuant to this Section shall be protected cable and shall only be installed underground, except as necessary to conduct the peat mining operation pursuant to that certain Lake County Ordinance #2001-150, recorded in the Official Records Book 2047, Pages 2175 to 2188, Public Records of Lake County, Florida, which mining shall terminate and which lines, if any, shall be removed on or about November 1, 2007.

Section 18. County and City Requirement. Any plat or replat of the Property subject to this Declaration must conform with the master plan as approved by the City of Groveland as well as the applicable site plan, as approved by any Site Plan Review Committee thereof. In addition, said plat or replat must comply with the recording requirements of Lake County.

Section 19. Drainage. Unless first approved by the ACB and the District, no Owner other than the Developer may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Developer or the Association from, on or across any Lot, Common Property or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affects the drainage of or to neighboring Lots or the Common Property. Any such obstruction, alteration or modification of the method and/or structures of drainage utilized or

installed by the Developer or the Association shall also be approved by applicable governmental entities.

Section 20. Pumping or Draining. The Owner of any Lot which includes or is adjacent to any pond, creek, bay head, or other body of water shall not reduce the depth or size of said body of water by pumping or draining therefrom.

Section 21. Leasing. No lease shall be entered into for less than a twelve (12) month period, and all leases must be in writing. Owners shall provide to the Association the Owner's current mailing address, together with the names of those residing on the Lot. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing on his Lot, and for all guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws, by any resident of any Lot, or any guest or invitee of an Owner or any resident of a Lot, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

With respect to any tenant or any person present on any Lot or any portion of the Property, other than an Owner and the members of his immediate family permanently residing with him in the Lot, if such person shall materially violate any provision of this Declaration, the Articles, or be a source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner, and the Association may collect such Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

Section 22. Waterways. Motorized boat, jet ski or other motorized vessels are not permitted in any waterway within the Property.

Section 23. Screen Enclosures. No screen enclosures may be constructed on any Lot except as approved by the ACB and after all necessary approvals and permits have been obtained from all governmental agencies. No screen enclosure may be constructed in any designated building setback area on any Lot.

Section 24. Soliciting There shall be no door-to-door solicitation; however, candidates for office may have access to the Property for the purpose of promoting their candidacy during reasonable hours prior to elections.

ARTICLE X.
INSURANCE AND HAZARD LOSSES

The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not reasonably available, than at a minimum an insurance policy providing fire and extended coverage shall be obtained. Insurance, other than title insurance, that shall be carried on the Common Property and the Association Property shall be governed by the following provisions:

Section 1. Authority to Purchase: Named Insured. All insurance policies upon the Common Property and the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if possible. The named insured shall be the Association. The Association has the authority to use their discretion in obtaining the coverage listed hereinafter, as some of the requirements may be or become unobtainable, or may be cost prohibitive.

Section 2. Coverage.

A. Fidelity Bonds. Blanket fidelity bonds must be maintained for anyone who either handles or is responsible for funds that the Association holds or administers. Cancellation or substantial modification of the bonds must be noticed to the Association members and FNMA servicers prior to change.

B. Hazard Insurance. All buildings and insurable improvements on the Common Property and the Association Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs at their maximum insurable replacement value and all personal property owned by the Association shall be insured for its full insurable value, all determined annually by the Board of Directors of the Association.

(a) Company Rating. The company or companies with whom the Association shall place its insurance coverage must meet the following requirements: a B general policyholder's rating or a financial performance index of 6 or better in the Best's Key Rating Guide, or an A or better rating from Demotech, Inc.

(b) Deductible. The Association shall determine from time to time the maximum deductible amount permitted with respect to hazard insurance coverage.

(c) Endorsements. If available and/or applicable, an Inflation Guard Endorsement, a Construction Code Endorsement, and a Machinery Coverage Endorsement are required.

C. Flood Insurance. If any part of the Association Property is in a Special Flood Hazard Area which is designated as A, AE, AH, AO, A1-30, A-99, V, VE OR V1-30 on a Flood Insurance Rate Map, the Association must maintain a master or blanket policy of flood insurance. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program. Unless a higher deductible amount is

required by state law, the maximum deductible amount for policies covering the Association Property and Common Property is the lesser of \$5,000 or 1 % of the policy's face amount.

D. Liability Insurance. If the policy does not include "severability of interest" in its terms, a specific endorsement must be obtained to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or of other Owners.

E. Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Property and the Association Property and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

F. Workmen's Compensation Insurance. The Association shall obtain workmen's compensation insurance in order to meet the requirements of law, as necessary.

G. Directors and Officers Liability Insurance. The Association shall obtain directors and officers liability insurance providing such coverage as the Board of Directors of the Association may determine from time to time.

H. Other Insurance. The Board of Directors or the Association shall obtain such other insurance as they shall determined from time to time to be desirable.

I. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

Section 3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from Members as part of General Assessments.

Section 4. Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

ARTICLE XI. DEVELOPER'S RIGHTS

Section 1. Sales Activity. Notwithstanding any provision herein to the contrary, until the Developer has completed, sold and conveyed all of the Lots within the Property, neither the Owners, nor the Association nor their use of the Common Areas shall interfere with the completion of the contemplated improvements and the sale of Lots and any other sales activity of the Developer, whether related to the Property or other developments of the Developer. The Developers (or its duly authorized agents or assigns) may make such use of the unsold Lots and

the Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices, construction trailers, storage areas, model homes, and/or parking lots for the showing of the property, and the display of signs, billboards, flags, placards and visual promotional materials. The Developer shall have the right to use unimproved Lots for temporary parking for prospective purchasers and such other parties as Developer determines. Each Lot and the Common Area is hereby subjected to an easement for the purposes set forth herein.

Section 2. Replatting. It may be necessary for the Developer to replat a portion of the Property. The Developer shall have the right to replat unsold portions of the Property without requiring the joinder or consent of any Owner or mortgagee holding a mortgage on any Lot.

Section 3. Utility and Construction Payments and/or Deposits. In the event a utility company or governmental authority requires a deposit to be made by the Developer, and such deposit shall be refunded at some time in the future, then the Developer (and not the Association) shall be entitled to receipt of the refunded funds. In addition, should construction payments made by the Developer be refunded by a utility company or governmental authority at some time in the future, then the Developer (and not the Association) shall be entitled to receipt of the refunded funds or the Association shall reimburse the Developer for such payments prior to the time that Owners other than the Developer elect a majority of the members of the Board of Directors of the Association.

Section 4. Developer's Right to Common Areas. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent Property and for the purpose of construction of any facilities on the Common Areas that Developer elects to build. Developer may grant easements to Lot Owners adjacent to Common Areas for overhangs, protrusions and encroachments of any portion of the improvements to a Lot which are constructed by Developer. The Developer shall have the right to dedicate the Common Areas or a portion thereof to any governmental authority or utility company, or to grant an easement over the Common Areas in favor of any governmental authority or utility company, without requiring the joinder or consent of any other Owner or mortgagee holding a mortgage on any Lot.

Section 5. Assignment of Developer Rights. The Developer shall have the right to assign to any other person or entity any or all of the Developer's rights reserved in this Declaration, in whole or in part, with respect to all or any portion of the Property. In the event of an assignment, the assignee shall not be liable for any action of a prior developer. Acquisition, development or construction lenders acquiring title to the Property or any portion thereof by foreclosure or deed in lieu of foreclosure shall have the right, but not the obligation, to assume the Developer's rights. Such acquisition, development or construction lender shall have the right -to assign the Developer's rights to a subsequent purchaser, regardless of whether or not the Developer's rights were assumed by the lender.

Section 6. Developer Approval of Board Action. In the event the Developer no longer controls the Board of Directors but continues to own a portion of the Property, then the Developer shall have the right to veto any action taken by the Board if the Developer determines that such action materially and adversely affects the Developers interest in the community.

Action of the Board shall be submitted to the Developer within ten (10) days of adoption of such action. In the event a written veto is not delivered by the Developer to the Board within ten (10) days of actual receipt of the action, then the action shall be deemed approved.

ARTICLE XII.
MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Lots in the Property.

Section 1. Notices of Action. An Institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), therefore becoming an "Eligible Holder"), will be entitled to timely written notice of

A. any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

B. any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

C. any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

D. any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. No Priority. No provision of this Declaration or the bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 3. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

Section 4. Applicability of This Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Florida law for any of the acts set out in this Article.

Section 5. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within

thirty (30) days of the date of the Association's request, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

ARTICLE XIII.
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Lot subject to this Declaration, and their assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots and an instrument signed by the then Mortgagees of two-thirds of the mortgaged Lots have been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed (postpaid), transmitted by way of telecopy, or sent by overnight courier, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Board. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or Master Stormwater Management System. Applicable governmental entities shall also have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or Master Stormwater Management System. The Association is hereby empowered to adopt reasonable rules and regulations for the imposition of fines to be levied against any Owner for failure to comply with the terms of this Declaration or rules and regulations of the Association. Any rule or regulation subjecting any Owner to fines shall include provisions for notice, hearing, appeal and fines. Fines shall constitute an assessment due to the Association and upon failure to pay such fine within the period prescribed by the Association shall become a charge and continuing lien upon the Owner's Lot.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. For so long as the Developer has the right to appoint the entire Board of Directors of the Association, the Developer may unilaterally amend this Declaration. At such time as the Developer no longer has right to appoint the entire Board of Directors of the

Association this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing two-thirds of the total votes of the Association. Every amendment must have the written joinder and consent of the Developer for so long as the Developer owns any portion of the Property. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Public Records of Lake County, Florida. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, Developer, unless Developer joins in the execution of the amendment. Any amendments to this Declaration which alter any provision relating to the surface water or Master Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Commons Areas, must have the prior approval of the District. Any amendments to this Declaration which alter the age restrictions with respect to persons under eighteen (18) years of age must have the prior approval of the City of Groveland Council and the Developer for so long as the Developer owns any Lot(s) within the Property.

Section 6. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Owners. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments, (c) proceedings involving challenges to ad valorem taxation, (d) actions brought by the Association to enforce contracts to which the Association is a party, or (e) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 7. Effective Date. This Declaration shall become effective upon its recordation in the Lake County Public Records.

EXECUTED the date first above written.

Signed, sealed and delivered
in the presence of:

Levitt and Sons of Lake County, LLC, a
Florida limited liability company

[Signature]
Print Name: Dave Schmitt

By: [Signature]
Print Name: Robert Hutson
As President of Levitt & Sons,
CF Division

[Signature]
Print Name: TF Schwartzkopf

STATE OF FLORIDA)
) SS
COUNTY OF Orange)

The foregoing instrument was acknowledged before me, this 7 day of March,
2005, by Robert Hutson, as President of Levitt and Sons of Lake County, LLC,
a Florida limited liability company, who is personally known to me.

[Signature]
Notary Public
Print Name: Maria Haeger
State of Florida
My Commission Expires:



EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 26, 27 AND 35, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN S89°24'54"E, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 2651.68 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE RUN S89°25'02"E, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 44.58 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S89°25'02"E, ALONG SAID NORTH LINE, A DISTANCE OF 657.02 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S03°11'24"E, A DISTANCE OF 1203.31 FEET; THENCE S01°42'01"E, A DISTANCE OF 783.49 FEET; THENCE N70°18'12"W, A DISTANCE OF 607.91 FEET; THENCE N90°00'00"W (WEST), A DISTANCE OF 911.99 FEET; THENCE S18°21'45"W, A DISTANCE OF 740.39 FEET; THENCE N90°00'00"W (WEST), A DISTANCE OF 145.05 FEET; THENCE S20°44'03"W, A DISTANCE OF 95.12 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 09°03'27" AND A RADIUS OF 375.00 FEET; THENCE FROM A TANGENT BEARING OF N69°15'57"W, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 59.28 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 114°38'58" AND A RADIUS OF 25.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 50.03 FEET; THENCE DEPARTING SAID CURVE, RUN S77°01'39"W, A DISTANCE OF 50.00 FEET; THENCE N12°58'21"W, A DISTANCE OF 28.86 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 82°27'09" AND A RADIUS OF 25.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A CENTRAL ANGLE OF 07°32'51" AND A RADIUS OF 375.00 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 49.40 FEET TO THE POINT OF TANGENCY; THENCE S77°01'39"W, A DISTANCE OF 194.33 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 87°11'41" AND A RADIUS OF 25.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.05 FEET; THENCE DEPARTING SAID CURVE, RUN S79°49'58"W, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY HAVING A CENTRAL ANGLE OF 01°43'11" AND A RADIUS OF 175.00 FEET; THENCE FROM A TANGENT BEARING OF N10°10'02"W, RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.25 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 78°38'38" AND A RADIUS OF 25.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 34.31 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHERLY HAVING A CENTRAL ANGLE OF 10°36'13" AND A RADIUS OF 375.00 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 69.40 FEET TO THE POINT OF TANGENCY; THENCE N79°55'38"W, A DISTANCE OF 28.64 FEET; THENCE S10°04'22"W, A DISTANCE OF 90.08 FEET; THENCE S33°17'10"W, A DISTANCE OF 32.56 FEET; THENCE S81°14'16"W, A DISTANCE OF 79.24 FEET; THENCE N10°04'22"E, A DISTANCE OF 25.58 FEET; THENCE N80°53'37"W, A DISTANCE OF 148.43 FEET; THENCE S81°06'10"W, A DISTANCE OF 71.24 FEET; THENCE S66°57'03"W, A

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DISTANCE OF 74.27 FEET; THENCE S66°25'33"W, A DISTANCE OF 403.73 FEET; THENCE S60°47'03"W, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 16°20'42" AND A RADIUS OF 1,525.00 FEET; THENCE FROM A TANGENT BEARING OF N29°12'57"W, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 435.04 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 64°46'46" AND A RADIUS OF 75.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 84.80 FEET TO THE POINT OF TANGENCY; THENCE N77°39'01"W, A DISTANCE OF 164.54 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A CENTRAL ANGLE OF 07°56'45" AND A RADIUS OF 125.00 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 17.34 FEET; THENCE DEPARTING SAID CURVE, RUN N04°24'14"E, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 82°03'15" AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF S85°35'46"E, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.80 FEET TO THE POINT OF TANGENCY; THENCE N12°20'59"E, A DISTANCE OF 54.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 22°07'10" AND A RADIUS OF 311.00 FEET THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 120.06 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE WESTERLY HAVING A CENTRAL ANGLE OF 52°57'41" AND A RADIUS OF 289.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 267.14 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 14°30'59" AND A RADIUS OF 311.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.79 FEET TO THE POINT OF TANGENCY; THENCE N03°58'32"W, A DISTANCE OF 76.55 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 20°21'51" AND A RADIUS OF 211.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 74.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE WESTERLY HAVING A CENTRAL ANGLE OF 20°21'51" AND A RADIUS OF 189.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 67.17 FEET TO THE POINT OF TANGENCY; THENCE N03°58'32"W, A DISTANCE OF 127.51 FEET; THENCE N48°07'31"W, A DISTANCE OF 55.99 FEET; THENCE N87°43'29"E, A DISTANCE OF 246.58 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 24°47'22" AND A RADIUS OF 1013.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 438.28 FEET TO THE POINT OF TANGENCY; THENCE N62°56'07"E, A DISTANCE OF 526.70 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 27°53'00" AND A RADIUS OF 982.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 477.90 FEET TO THE POINT OF TANGENCY; THENCE S89°10'53"E, A DISTANCE OF 245.14 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 90°09'03" AND A RADIUS OF 1018.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1601.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 116.70 FEET, MORE OR LESS.

AND ALSO:

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BEGINNING AT THE WEST 1/4 CORNER OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN S89°24'54"E, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 390.59 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S71°54'34"E, A DISTANCE OF 123.91 FEET; THENCE S56°13'38"E, A DISTANCE OF 44.89 FEET; THENCE S56°50'53"E, A DISTANCE OF 19.91 FEET; THENCE N66°36'36"E, A DISTANCE OF 49.36 FEET; THENCE N78°03'36"E, A DISTANCE OF 54.83 FEET; THENCE N78°15'23"E, A DISTANCE OF 84.81 FEET; THENCE N79°11'47"E, A DISTANCE OF 112.15 FEET; THENCE N00°34'58"E, A DISTANCE OF 0.36 FEET TO A POINT ON THE AFOREMENTIONED NORTH LINE OF SAID SOUTHWEST 1/4; THENCE S89°24'53"E, ALONG SAID NORTH LINE, A DISTANCE OF 346.81 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°35'06"W, A DISTANCE OF 7.00 FEET; THENCE S89°24'54"E, A DISTANCE OF 90.50 FEET; THENCE N00°35'06"E, A DISTANCE OF 7.00 FEET TO A POINT ON THE AFOREMENTIONED NORTH LINE OF SAID SOUTHWEST 1/4; THENCE S89°24'54"E, ALONG SAID NORTH LINE, A DISTANCE OF 1,300.12 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°38'37"W, A DISTANCE OF 101.88 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 26°41'37" AND A RADIUS OF 710.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 330.78 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 63°28'53" AND A RADIUS OF 1039.27 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,039.27 FEET TO THE POINT OF TANGENCY; THENCE N89°10'53"W, A DISTANCE OF 245.14 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 27°53'00" AND A RADIUS OF 1062.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 516.83 FEET TO THE POINT OF TANGENCY; THENCE S62°56'07"W, A DISTANCE OF 526.70 FEET; THENCE N27°03'53"W, A DISTANCE OF 15.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 24°47'22" AND A RADIUS OF 918.00 FEET; THENCE FROM A TANGENT BEARING OF S62°56'07"W, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 397.18 FEET TO THE POINT OF TANGENCY; THENCE S87°43'29"W, A DISTANCE OF 249.40 FEET; THENCE N03°58'32"W, A DISTANCE OF 75.11 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE N89°45'49"W, ALONG SAID SOUTH LINE, A DISTANCE OF 736.98 FEET TO A POINT OF THE EAST LINE OF THE WEST 420.00 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE DEPARTING SAID SOUTH LINE, RUN N00°37'22"E, ALONG SAID EAST LINE, A DISTANCE OF 1327.04 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE DEPARTING SAID EAST LINE, RUN S89°49'53"E, ALONG SAID NORTH LINE, A DISTANCE OF 912.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 87.14 ACRES, MORE OR LESS.

TOTAL ACREAGE: 203.84 ACRES, MORE OR LESS.

EXHIBIT "B"

Common Areas

That real property conveyed to the Association, as depicted on a plat or plats of the Property, and any real property conveyed to or acquired by the Association.

TERESA GREENHAM
CITY OF GROVELAND
156 SOUTH LAKE AVE
GROVELAND, FL 34736

BYLAWS

OF

THE CASCADES OF GROVELAND HOMEOWNERS' ASSOCIATION, INC.

{OR766568;4}

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{OR766568;4}

BYLAWS
OF
THE CASCADES OF GROVELAND
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

All defined terms used in these Bylaws shall have the meaning assigned to them in the Declaration of Restrictions and Protective Covenants for The Cascades of Groveland, recorded among the Public Records of Lake County, Florida, as they may be modified from time to time.

ARTICLE II
LOCATION

Section 1. The principal office of the Association shall be 4037 Avalon Park East Boulevard, Orlando, Florida 32828.

ARTICLE III
MEMBERSHIP

Section 1. Membership of the Association is as set forth in the Declaration.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Properties against which such assessments are made as provided in the Declaration to which the Properties are subject.

ARTICLE IV
FISCAL YEAR

Section 1. The fiscal year of the Association shall be the calendar year.

ARTICLE V
BOARD OF DIRECTORS

Section 1. Subsequent to the appointment of Directors by the Class B Member, as provided in the Articles of Incorporation, the Directors of the Association shall be elected at the annual meeting of the Members. The election procedure is set forth in Article VII of these Bylaws.

Section 2. Any Director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership, except that the Directors elected by the Class B Member including those named in the Articles of Incorporation may be removed only by the Class B Member.

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Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of Association Members, provided the majority of the Members of the elected Board are present. Any action taken at such meeting shall be by a majority of the Board. If the majority of the Members of the Board elected shall not be present at that time, or if the Directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty days after the annual meeting of Members upon three days' notice in writing to each Member of the Board elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held at any place or places within Orange County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint.

Section 5. Notice of meetings shall be posted in a conspicuous place on the Association property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against Lots are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by a majority of the Board and may be held at any place or places within Orange County, Florida, and at any time, provided the proper notice is given pursuant to Section 7 below.

Section 7. Notices of all Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of a majority of the Members of the Board to each Member. If notice is not posted in a conspicuous place in the community, notice of each Board meeting shall be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. If broadcast notice is used in lieu of a notice posted physically in the community, the notice shall be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. The notice may be by electronic transmission in a manner authorized by law for meetings of the Board of Directors, committee meetings and annual and special meetings of the Members; however, a Member must consent in writing to receiving notice by electronic transmission. Emergency meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the Directors. Notwithstanding any of the foregoing, notices of all meetings shall comply with Chapter 720, Florida Statutes.

Section 8. No Director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; provided any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

Section 9. Subject to the provisions of Section 10 of this Article, all meetings of the Board shall be open to all Members, who have the right to attend all meetings of the Board and to speak on any matter placed on the agenda by petition of the voting interests for at least 3 minutes.

The Association may adopt written reasonable rules expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements, which rules must be consistent with Section 720.303(2)(a), Florida Statutes, and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that Board Meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the association's attorney, with respect to meetings of the Board held for the purpose of discussing personnel matters.

Section 10. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

Section 11. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law and the governing documents.

The Board of Directors shall delegate to one of its Members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent or Manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by Chapter 720, Florida Statutes, together with these Bylaws, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- a. preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;
- b. making Assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment, which may be payable in annual, semi-annual, or quarterly installments, as determined by the Board of Directors;
- c. providing for the operation, care, upkeep, and maintenance of all of the Common Areas;
- d. designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Areas where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- e. collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; the reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;
- f. making and amending rules and regulations;

g. opening of bank accounts on behalf of the Association and designating the signatories required;

h. making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

i. enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association after receiving the proper authorization, if any, required by the Declaration;

j. obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

k. paying the cost of all services rendered to the Association or its Members and not chargeable to Owners;

l. maintaining the official records of the Association in accordance with Section 720.303, Florida Statutes, as may be amended from time to time. The said official records of the Association shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors which shall be at least ten (10) business days after receipt of a written request for examination. All financial and accounting records of the Association shall be kept according to good accounting practices;

m. making available for review to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules governing the Lot and all other books, records, and financial statements of the Association;

n. permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties;

o. taking any actions allowed or required to be taken under the terms of the Master Declaration; and

p. exercising for and on behalf of the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration of Restrictions and Protective Covenants for the Property or in the Articles of Incorporation of the Association.

Section 12. The Board of Directors may employ for the Association a professional management agent or agents, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in

subparagraphs a, b, f, g and i of Section 11 of this Article. The Developer, or an affiliate of Developer, may be employed as managing agent or manager. No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days, or less, written notice.

Section 13. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- a. accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- b. disbursements by check shall require two (2) signatures; cash accounts of the Association shall not be commingled with any other accounts;
- c. no remuneration shall be accepted by a managing agent from vendors, independent contractors, or others Providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;
- d. any financial or other interest which a managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and
- e. an annual report consisting of at least the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year. However, if the holder, insurer, or guarantor of any first mortgage that is secured by a Unit submits a written request for an audited statement, the Association must provide one.

Section 14. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Areas without the approval of the Members of the Association; provided, however, the Board shall obtain Member approval in the same manner provided in the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

Section 15. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or to use the Common Area for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. In the event that any occupant of a Lot violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the fine shall constitute a lien upon the Lot in which the occupant resides, and the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the

Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

a. Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation. (ii) the proposed sanction to be imposed, (iii) a period of not less than fourteen (14) days within which the alleged violator may present a written request to the committee designated by the Board, if any, or Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within fourteen (14) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

b. Hearing. If a hearing is requested in a timely manner, the hearing shall be held in executive session before the body specified in the notice which shall afford the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or his designated representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The hearing shall be conducted in accordance with Florida Statute 617.305.

c. Appeal. If the hearing is held before a body other than the Board, then the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

d. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation for abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

ARTICLE VI OFFICERS

Section 1. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article VII.

Section 2. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 3. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect one Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the Board of Directors where notice of such meetings is required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors.

Section 4. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 5. Vacancies in any office arising from any cause may be filled by the Board of Directors for the unexpired portion of the term.

Section 6. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE VII MEETINGS OF MEMBERS

Section 1. After such time as the Class A Members are entitled to elect a Director, a meeting of Members shall be held annually during the month in which the Declaration was recorded at such time and place as shall be determined by the Board of Directors.

Section 2. For election of Members of the Board of Directors, Members shall vote in person at a meeting of the Members or by a ballot that the Member personally casts.

Section 3. Members may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the articles of incorporation or bylaws or for any matter that requires or permits a vote of the Members. A proxy may not be used for the election of the Members of the Board of Directors as provided in Section 2 hereof.

Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it.

Section 4. Special meetings of the Members may be called for any purpose at any time by the President or a majority of the Members of the Board of Directors. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

Section 5. Notice may be given to the Member either personally, or by sending a copy of the notice through the mail, (postage thereon fully paid), by overnight courier or by telecopy transmittal, to his address appearing on the records of the Association. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed, personally delivered, overnight couriered or telecopied at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meetings shall be given or sent as therein provided.

Section 6. The presence at the meeting of Members entitled to cast thirty-three and one-third percent (33 1/3%) of the Class A membership votes shall constitute a quorum for any action governed by these Bylaws.

Section 7. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least twenty-five (25%) percent of the total votes of the Association remain present, and provided further that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

Section 8. The President or the President's designee shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat. Roberts Rules of Order shall govern the conduct of meetings.

Section 9. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members.

ARTICLE VIII
COMMITTEES

Section 1. The Architectural Control Board shall be a standing committee of the Association. The Board of Directors may appoint such other committees as it deems advisable.

Section 2. The Architectural Control Board shall be appointed, shall serve and shall have the duties and functions as described in the Declaration. A party aggrieved by a decision of the Architectural Control Board shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, so that the Board of Directors may review such decision. The determination of the Board of Directors, upon reviewing such decision of the Architectural Control Board, shall in all events be dispositive.

ARTICLE IX
BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member of the Association.

ARTICLE X
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy, provided that the notice to the members of the meeting disclosed the information that the amendment of the Bylaws was to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration of Restrictions and Protective Covenants referred to herein may not be amended except as provided in such covenants. Notwithstanding anything herein to the contrary, the Class B Member as described in the Articles of Incorporation of the Association shall be permitted to amend these Bylaws at any time and no amendment of these Bylaws may be made without the consent of the Class B Member.

Section 2. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the said Declaration shall control.

I hereby certify that the foregoing Bylaws of Cascades of Groveland Homeowners' Association, Inc. were duly adopted by the Board of Directors of said association in a meeting held for such purpose on this 7th day of March, 2005.


Dave Schmitt, P.E., Secretary

CFH 2005062329
Bk 02820 Pgs 0707 - 709; (3pgs)
DATE: 04/28/2005 01:54:32 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 27.00

Prepared by, and after
Recording, return to:

Nancy P. Campiglia, Esquire
Akerman, Senterfitt, Attorneys at Law
255 South Orange Avenue, 17th Floor
Orlando, Florida 32801

Cross - Reference to Declaration of Restrictions and Protective Covenants for The Cascades of Groveland, Recorded in OR Book 2808, Page 2344 in the Public Records of Lake County, Florida.

_____[SPACE ABOVE THIS LINE FOR RECORDING DATA]_____

**FIRST AMENDMENT TO DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS FOR
THE CASCADES OF GROVELAND**

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR THE CASCADES OF GROVELAND ("First Amendment") is made this 37 day of April, 2005, by LEVITT AND SONS OF LAKE COUNTY, LLC, a Florida limited liability company (hereinafter, with its successors and assigns, referred to as "Developer").

RECITALS:

A. Developer has previously recorded that certain Declaration Of Restrictions And Protective Covenants For The Cascades Of Groveland, recorded in Official Records Book 2808 Page 2344, Public Records of Orange County, Florida ("Original Declaration").

B. All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Original Declaration.

C. Pursuant to Developer's authority contained in Article XIII, Section 5, of the Original Declaration, Developer intends to amend and modify the Original Declaration all as more particularly described in this First Amendment.

{OR880242,1}

NOW, THEREFORE, in consideration of the premises and pursuant to the authority contained in Article XIII, Section 5, of the Original Declaration, Developer hereby makes, declares and establishes the following amendment to the Original Declaration:

1. Recitals. The above-referenced recitals are true and correct and, by this reference, are hereby incorporated into this First Amendment.

2. Section 5 of Article XIII is hereby deleted in its entirety and replaced with:

Section 5. Amendment. For so long as the Developer has the right to appoint the entire Board of Directors of the Association, the Developer may unilaterally amend this Declaration. At such time as the Developer no longer has right to appoint the entire Board of Directors of the Association this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing two-thirds of the total votes of the Association. Every amendment must have the written joinder and consent of the Developer for so long as the Developer owns any portion of the Property. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Public Records of Lake County, Florida. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, Developer, unless Developer joins in the execution of the amendment. Any amendments to this Declaration which alter any provision relating to the surface water or Master Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Commons Areas, must have the prior approval of the District. Any amendments to this Declaration which alter the age restrictions with respect to persons under eighteen (18) years of age must have the prior approval of the City of Groveland Council, the Board of Lake County Commissioners, and the Developer for so long as the Developer owns any Lot(s) within the Property.

3. No Additional Changes. Except as explicitly set forth in this First Amendment, the terms and provisions of the Original Declaration remain unchanged and in full force and effect. From and after the execution and recording of this First Amendment, any and all references to the Original Declaration shall be deemed to refer to the Original Declaration as amended by this First Amendment.

[INTENTIONALLY BLANK]

{OR880242,1}

IN WITNESS WHEREOF, the undersigned Developer has duly executed this First Amendment as of the day and year first stated above.

EXECUTED the date first above written.

<p>Signed, sealed and delivered in the presence of:</p> <p><i>Melinda M. Corbett</i> Print Name: <u>Melinda M. Corbett</u></p> <p><i>Kathy J. Allison</i> Print Name: <u>Kathy J. Allison</u></p>	<p>Levitt and Sons of Lake County, LLC, a Florida limited liability company</p> <p>By <i>Dave Schmitt</i> Print Name: <u>Dave Schmitt</u> As <u>V.P. of Land Development</u></p>
---	--

STATE OF FLORIDA)
) SS
COUNTY OF Orange)

The foregoing instrument was acknowledged before me, this 27 day of April, 2005, by Dave Schmitt, as V.P. of Land of Levitt and Sons of Lake County, LLC, a Florida limited liability company, who is personally known to me.



Maria Haeger
Notary Public
Print Name: Maria Haeger
State of Florida
My Commission Expires: March 16, 2008

{OR880242;1}

Return to
T. Greenham
City of Groveland
156 S. Lake Ave
Groveland, FL 34736
Prepared by, and after
Recording, return to:

Nancy P. Campiglia, Esquire
Akerman, Senterfitt, Attorneys at Law
255 South Orange Avenue, 17th Floor
Orlando, Florida 32801

CFN 2005146001
Bk 02951 Pgs 1089 - 1096; (8pgs)
DATE: 09/19/2005 09:10:19 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 69.50

Cross - Reference to Declaration of Restrictions and Protective Covenants for The Cascades of Groveland, Recorded in OR Book _____, Page _____ in the Public Records of Lake County, Florida.

_____[SPACE ABOVE THIS LINE FOR RECORDING DATA]_____

**SUPPLEMENTAL DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS FOR
THE CASCADES OF GROVELAND**

THIS SUPPLEMENTAL DECLARATION is made this 19 day of September, 2005, by LEVITT AND SONS OF LAKE COUNTY, LLC, a Florida limited liability company (hereinafter, with its successors and assigns, referred to as "Developer").

WITNESSETH

WHEREAS, on 9/19, 2005, Developer filed that certain DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS for THE CASCADES OF GROVELAND (the "Declaration") which was recorded as cross-referenced above in the Public Records of Lake County, Florida; and

WHEREAS, pursuant to the terms of Article II, Section 2, of the Declaration, Developer, at its sole option, may submit additional property to the terms of the Declaration and impose additional covenants and easements on such property; and

WHEREAS, Developer is the owner of the property described on Exhibit "A" attached hereto (the "Additional Property") to the Declaration; and

WHEREAS, Developer desires to submit the Additional Property to the terms of the Declaration and to impose upon it certain easements and covenants in addition to those contained in the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Developer under the Declaration, for itself and its successors and assigns, Developer hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration

{OR872849,1}

by execution and recording of same in the Public Records of Lake County, Florida. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon The Cascades of Groveland Homeowners' Association, Inc., a Florida not-for-profit corporation (the "Association") in accordance with the terms of the Declaration.

ARTICLE I
Recitals

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

ARTICLE II
Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

ARTICLE III
Additional Covenants and Easements

[insert any additional covenants or easements applicable to Additional Property or delete this Article and renumber subsequent articles and sections]

ARTICLE IV
Association Rights and Responsibilities

.1. Maintenance of Limited Common Property. The Association shall be responsible for maintenance, repair, replacement and insurance of the following:

(a) perimeter fencing, if any, fully or partially surrounding the Additional Property;

(b) any entry features for or access gates serving the Additional Property;

(c) any Limited Common Property within the Additional Property, whether the Association's interest therein is fee title or an easement over Lots.

.2. Allocation of Costs. All costs incurred by the Association in performing its responsibilities under this Article, including costs of operating and insuring the property and improvements for which it has maintenance responsibility hereunder, shall be assessed against the Lots within the Additional Property as an Assessment pursuant to Article VI of the Declaration.

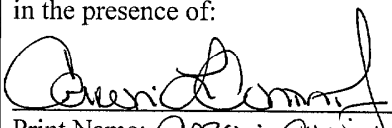
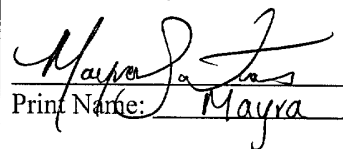
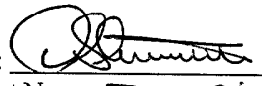
3. Easement for Association Access. The Association shall have a perpetual, non-exclusive easement over every portion of the Additional Property, including the Lots, for performing its maintenance responsibilities hereunder and under the Declaration, which easement may be used by the Association, its officers, directors, employees, agents and contractors, and entry upon any Lot for such purpose shall not be deemed a trespass.

ARTICLE V
Amendments

ARTICLE VI

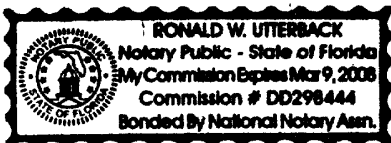
No Further Amendments. In the event of any inconsistencies between the terms of the provisions of this Supplemental Declaration and the terms and provisions of the Declaration, the terms and provisions of this Supplemental Declaration shall control. Otherwise the Declaration is unmodified and remains in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer has executed this Supplemental Declaration the date and year first written above.

<p>Signed, sealed and delivered in the presence of:</p> <p> Print Name: <u>Carol Ann</u></p> <p> Print Name: <u>Mayra Santos</u></p>	<p>Levitt and Sons of Lake County, LLC, a Florida limited liability company</p> <p>By:  Print Name: <u>Dave Schmitt, PE</u> As <u>Vice-President of Land Development</u></p>
---	--

STATE OF FLORIDA)
) SS
 COUNTY OF LAKE)

The foregoing instrument was acknowledged before me, this 28 day of JUNE, 2005, by Dave Schmitt, PE, as Vice-President of Levitt and Sons of Lake County, LLC, a Florida limited liability company, who is personally known to me.



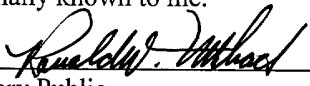

 Notary Public
 Print Name: RONALD W. UTERBACK
 State of Florida
 My Commission Expires: 3/9/08

EXHIBIT "A"

THE CASCADES AT GROVELAND-PHASE 2
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 26, 27, 34 AND 35, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 25 EAST, RUN S00°40'39"W, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 1535.94 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°19'21"W, A DISTANCE OF 118.57 FEET FOR A POINT OF BEGINNING; SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE CASCADES OF GROVELAND-PHASE 1, AS RECORDED IN PLAT BOOK 54, PAGES 52 -65, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID WESTERLY LINE; THENCE S03°58'32"E, A DISTANCE OF 127.51 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY HAVING A CENTRAL ANGLE OF 20°21'51" AND A RADIUS OF 189.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 67.17 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 20°21'51" AND A RADIUS OF 211.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 74.99 FEET TO THE POINT OF TANGENCY; THENCE S03°58'32"E, A DISTANCE OF 76.55 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 14°30'59" AND A RADIUS OF 311.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE WESTERLY HAVING A CENTRAL ANGLE OF 52°57'41" AND A RADIUS OF 289.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 267.14 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 22°07'10" AND A RADIUS OF 311.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 120.06 FEET TO THE POINT OF TANGENCY; THENCE S12°20'59"W, A DISTANCE OF 54.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 82°03'15" AND A RADIUS OF 25.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.80 FEET; THENCE DEPARTING SAID CURVE, RUN S04°24'14"W, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY HAVING A CENTRAL ANGLE OF 07°56'45" AND A RADIUS OF 125.00 FEET; THENCE FROM A TANGENT BEARING OF S85°35'46"E, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 17.34 FEET TO THE POINT OF TANGENCY; THENCE S77°39'01"E, A DISTANCE OF 164.54 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A

CENTRAL ANGLE OF 64°46'46" AND A RADIUS OF 75.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 84.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 16°20'42" AND A RADIUS OF 1525.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 435.04 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID THE CASCADES OF GROVELAND-PHASE 1; THENCE DEPARTING SAID WESTERLY LINE, RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID SOUTHERLY LINE; THENCE N60°47'03"E, A DISTANCE OF 50.00 FEET; THENCE N66°25'33"E, A DISTANCE OF 403.73 FEET; THENCE N66°57'03"E, A DISTANCE OF 74.27 FEET; THENCE N81°06'10"E, A DISTANCE OF 71.24 FEET; THENCE S80°53'37"E, A DISTANCE OF 148.43 FEET; THENCE S10°04'22"W, A DISTANCE OF 25.58 FEET; THENCE N81°14'16"E, A DISTANCE OF 79.24 FEET; THENCE N33°17'10"E, A DISTANCE OF 32.56 FEET; THENCE N10°04'22"E, A DISTANCE OF 90.08 FEET; THENCE S79°55'38"E, A DISTANCE OF 28.64 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY HAVING A CENTRAL ANGLE OF 10°36'13" AND A RADIUS OF 375.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 69.40 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 78°38'38" AND A RADIUS OF 25.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 34.31 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A CENTRAL ANGLE OF 01°43'11" AND A RADIUS OF 175.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.25 FEET; THENCE DEPARTING SAID CURVE, RUN N79°49'58"E, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 87°11'41" AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF N10°10'02"W, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.05 FEET TO THE POINT OF TANGENCY; THENCE N77°01'39"E, A DISTANCE OF 194.33 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 07°32'51" AND A RADIUS OF 375.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 49.40 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 82°27'09" AND A RADIUS OF 25.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.98 FEET TO THE POINT OF TANGENCY; THENCE S12°58'21"E, A DISTANCE OF 28.86 FEET; THENCE N77°01'39"E, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 114°38'58" AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF N12°58'21"W, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 50.03 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 09°03'27" AND A RADIUS OF 375.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE

ARC OF SAID CURVE, A DISTANCE OF 59.28 FEET; THENCE DEPARTING SAID CURVE, RUN N20°44'03"E, A DISTANCE OF 95.12 FEET; THENCE N90°00'00"E, A DISTANCE OF 145.05 FEET; THENCE N18°21'45"E, A DISTANCE OF 740.39 FEET; THENCE N90°00'00"E, A DISTANCE OF 911.99 FEET; THENCE S70°18'12"E, A DISTANCE OF 607.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 26; THENCE DEPARTING SAID THE CASCADES OF GROVELAND-PHASE 1 BOUNDARY, RUN S89°39'54"E, ALONG SAID NORTH LINE, A DISTANCE OF 517.04 FEET; THENCE S00°32'56"W, A 660.44 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE S00°29'56"W, A DISTANCE OF 1339.14 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE N89°33'17"W, A DISTANCE OF 1332.09 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE N89°27'44"W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35 AND ITS WESTERLY EXTENSION, A DISTANCE OF 1388.92 FEET; THENCE DEPARTING SAID WESTERLY EXTENSION, RUN N44°46'10"W, A DISTANCE OF 445.73 FEET; THENCE N40°49'43"W, A DISTANCE OF 120.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 02°14'29" AND A RADIUS OF 475.00 FEET; THENCE FROM A TANGENT BEARING OF S49°10'17"W, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 18.58 FEET; THENCE DEPARTING SAID CURVE, RUN N43°04'12"W, A DISTANCE OF 172.00 FEET; THENCE N48°07'21"W, A DISTANCE OF 361.81 FEET; THENCE N48°52'17"W, A DISTANCE OF 120.00 FEET; THENCE S41°07'43"W, A DISTANCE OF 50.59 FEET; THENCE N48°52'17"W, A DISTANCE OF 50.00 FEET; THENCE S41°07'43"W, A DISTANCE OF 31.91 FEET; THENCE N48°52'17"W, A DISTANCE OF 120.00 FEET; THENCE S41°07'43"W, A DISTANCE OF 75.00 FEET; THENCE S41°53'33"W, A DISTANCE OF 130.38 FEET; THENCE S34°25'53"W, A DISTANCE OF 111.20 FEET; THENCE S58°08'37"E, A DISTANCE OF 121.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 04°08'27" AND A RADIUS OF 815.00 FEET; THENCE FROM A TANGENT BEARING OF S31°51'23"W, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 58.90 FEET; THENCE DEPARTING SAID CURVE, RUN N62°17'05"W, A DISTANCE OF 121.03 FEET; THENCE S27°16'38"W, A DISTANCE OF 300.82 FEET; THENCE S29°26'14"W, A DISTANCE OF 72.70 FEET; THENCE S58°21'15"W, A DISTANCE OF 64.72 FEET; THENCE S81°19'01"W, A DISTANCE OF 470.00 FEET; THENCE S81°21'26"W, A DISTANCE OF 74.66 FEET; THENCE N89°38'16"W, A DISTANCE OF 91.36 FEET; THENCE S00°21'44"W, A DISTANCE OF 120.36 FEET; THENCE N89°38'16"W, A DISTANCE OF 97.00 FEET; THENCE S00°21'44"W, A DISTANCE OF 50.00 FEET; THENCE S89°38'16"E, A DISTANCE OF 95.00 FEET; THENCE S00°21'44"W, A DISTANCE OF 276.33 FEET; THENCE N89°38'16"W, A DISTANCE OF 95.00 FEET; THENCE S00°21'44"W, A

DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF N89°38'16"W, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE RUN S00°21'44"W, A DISTANCE OF 144.82 FEET; THENCE N89°38'16"W, A DISTANCE OF 50.00 FEET; THENCE N00°21'44"E, A DISTANCE OF 22.77 FEET; THENCE N89°38'16"W, A DISTANCE OF 181.50 FEET; THENCE N00°21'44"E, A DISTANCE OF 1849.25 FEET; THENCE N00°37'21"E, A DISTANCE OF 196.82 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF 84°51'26" AND A RADIUS OF 960.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1421.79 FEET; THENCE DEPARTING SAID CURVE, RUN S04°31'14"E, A DISTANCE OF 15.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY HAVING A CENTRAL ANGLE OF 02°14'43" AND A RADIUS OF 945.00 FEET; THENCE FROM A TANGENT BEARING OF N85°28'46"E, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 37.03 FEET TO THE POINT OF TANGENCY; THENCE N87°43'29"E, A DISTANCE OF 194.74 FEET; THENCE S48°07'31"E, A DISTANCE OF 34.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 206.27 ACRES, MORE OR LESS.

AND ALSO:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 21 SOUTH, RANGE 25 EAST, RUN S00°40'39"W, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 1329.47 FEET; THENCE DEPARTING SAID EAST LINE, RUN N89°19'21"W, A DISTANCE OF 174.50 FEET FOR A POINT OF BEGINNING; THENCE S03°58'32"E, A DISTANCE OF 75.11 FEET; THENCE S87°43'29"W, A DISTANCE OF 176.47 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A CENTRAL ANGLE OF 02°14'43" AND A RADIUS OF 1055.00 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 41.34 FEET; THENCE DEPARTING SAID CURVE, RUN S04°31'14"E, A DISTANCE OF 15.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 84°51'39", AND A RADIUS OF 1040.00 FEET; THENCE FROM A TANGENT BEARING OF S85°29'01"W, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1540.34 FEET; THENCE DEPARTING SAID CURVE, RUN N89°22'40"W, A DISTANCE OF 0.07 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 27; THENCE N00°37'22"E, A DISTANCE OF 1129.65 FEET TO NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE S89°45'49"E, A DISTANCE OF 1156.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.73 ACRES, MORE OR LESS.

TOTAL ACREAGE: 214.00 ACRES, MORE OR LESS.

PHASE2PLATLEGAL.DOC
2/3/05 PT
BDNY REVID 6/27/05 SVB

T. Greenham
City of Groveland
P.O. 156 S. Lake Ave
Groveland, FL 34736

Prepared by, and after
Recording, return to:

Nancy P. Campiglia, Esquire
Akerman, Senterfitt, Attorneys at Law
255 South Orange Avenue, 17th Floor
Orlando, Florida 32801

CFN 2005169755
Bk 02989 Pgs 2394 - 2398 (5pgs)
DATE: 10/27/2005 03:32:56 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 44.00

Cross - Reference to Declaration of Restrictions and Protective Covenants for The Cascades of Groveland, Recorded in OR Book
02808, Page 2344-239 in the Public Records of Lake County, Florida.

_____[SPACE ABOVE THIS LINE FOR RECORDING DATA]_____

**SUPPLEMENTAL DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS FOR
THE CASCADES OF GROVELAND**

THIS SUPPLEMENTAL DECLARATION is made this 20th day of JUNE,
2005, by LEVITT AND SONS OF LAKE COUNTY, LLC, a Florida limited liability company
(hereinafter, with its successors and assigns, referred to as "Developer").

WITNESSETH

WHEREAS, on _____, 2005, Developer filed that certain DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS for THE CASCADES OF
GROVELAND (the "Declaration") which was recorded as cross-referenced above in the Public
Records of Lake County, Florida; and

WHEREAS, pursuant to the terms of Article II, Section 2, of the Declaration, Developer,
at its sole option, may submit additional property to the terms of the Declaration and impose
additional covenants and easements on such property; and

WHEREAS, Developer is the owner of the property described on Exhibit "A" attached
hereto (the "Additional Property") to the Declaration; and

WHEREAS, Developer desires to submit the Additional Property to the terms of the
Declaration and to impose upon it certain easements and covenants in addition to those contained
in the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Developer under the
Declaration, for itself and its successors and assigns, Developer hereby subjects the real property
described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental
Declaration, which shall apply to such property in addition to the provisions of the Declaration

{OR872849,1}

by execution and recording of same in the Public Records of Lake County, Florida. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon The Cascades of Groveland Homeowners' Association, Inc., a Florida not-for-profit corporation (the "Association") in accordance with the terms of the Declaration.

ARTICLE I
Recitals

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

ARTICLE II
Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

ARTICLE III
Additional Covenants and Easements

[insert any additional covenants or easements applicable to Additional Property or delete this Article and renumber subsequent articles and sections]

ARTICLE IV
Association Rights and Responsibilities

.1. Maintenance of Limited Common Property. The Association shall be responsible for maintenance, repair, replacement and insurance of the following:

(a) perimeter fencing, if any, fully or partially surrounding the Additional Property;

(b) any entry features for or access gates serving the Additional Property;

(c) any Limited Common Property within the Additional Property, whether the Association's interest therein is fee title or an easement over Lots.

.2. Allocation of Costs. All costs incurred by the Association in performing its responsibilities under this Article, including costs of operating and insuring the property and improvements for which it has maintenance responsibility hereunder, shall be assessed against the Lots within the Additional Property as an Assessment pursuant to Article VI of the Declaration.

.3. Easement for Association Access. The Association shall have a perpetual, non-exclusive easement over every portion of the Additional Property, including the Lots, for performing its maintenance responsibilities hereunder and under the Declaration, which easement may be used by the Association, its officers, directors, employees, agents and contractors, and entry upon any Lot for such purpose shall not be deemed a trespass.

ARTICLE V
Amendments

ARTICLE VI

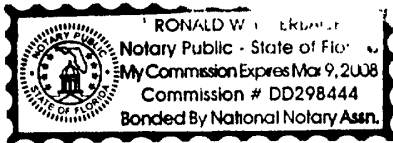
No Further Amendments. In the event of any inconsistencies between the terms of the provisions of this Supplemental Declaration and the terms and provisions of the Declaration, the terms and provisions of this Supplemental Declaration shall control. Otherwise the Declaration is unmodified and remains in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer has executed this Supplemental Declaration the date and year first written above.

<p>Signed, sealed and delivered in the presence of:</p> <p><u>[Signature]</u> Print Name: <u>Carrianna</u></p> <p><u>[Signature]</u> Print Name: <u>Mayra Santos</u></p>	<p>Levitt and Sons of Lake County, LLC, a Florida limited liability company</p> <p>By: <u>[Signature]</u> Print Name: <u>Dave Schmitt, PC</u> As <u>Vice-President of Land Development</u></p>
--	--

STATE OF FLORIDA)
) SS
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me, this 28 day of JUNE, 2005, by Dave Schmitt, PC, as Vice-President of Levitt and Sons of Lake County, LLC, a Florida limited liability company, who is personally known to me.



[Signature]
Notary Public
Print Name: RONALD W. UTERBACK
State of Florida
My Commission Expires: 3/9/2008

EXHIBIT "A"

THE CASCADES AT GROVELAND PHASE 3
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 34 AND 35, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN S89°57'59"W, ALONG THE EAST-WEST CENTER SECTION LINE, A DISTANCE OF 852.69 FEET; THENCE DEPARTING SAID EAST-WEST CENTER SECTION LINE, RUN N04°29'45"E, A DISTANCE OF 13.31 FEET; THENCE N08°53'36"E, A DISTANCE OF 53.75 FEET; THENCE N09°01'58"E, A DISTANCE OF 75.93 FEET; THENCE N23°50'55"E, A DISTANCE 82.83 FEET; THENCE S88°20'38"E, A DISTANCE OF 92.94 FEET; THENCE N01°39'22"E, A DISTANCE OF 165.00 FEET; THENCE N02°41'51"E, A DISTANCE OF 55.01 FEET; THENCE N00°00'57"E, A DISTANCE OF 57.37 FEET; THENCE N00°21'44"E, A DISTANCE OF 330.00 FEET; THENCE N89°38'16"W, A DISTANCE OF 120.00 FEET TO THE EAST LINE OF TRACT "T", AS SHOWN IN THE CASCADES OF GROVELAND - PHASE 2 PLAT, AS RECORDED IN PLAT BOOK _____ PAGE _____ TO _____, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID EAST LINE; THENCE N00°21'44"E, A DISTANCE OF 116.00 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 25.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET; THENCE N00°21'44"E, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID THE CASCADES OF GROVELAND - PHASE 2; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID SOUTHERLY BOUNDARY LINE; THENCE S89°38'16"E, A DISTANCE OF 95.00 FEET; THENCE N00°21'44"E, A DISTANCE OF 276.33 FEET; THENCE N89°38'16"W, A DISTANCE OF 95.00 FEET; THENCE N00°21'44"E, A DISTANCE OF 50.00 FEET; THENCE N89°38'16"E, A DISTANCE OF 97.00 FEET; THENCE N00°21'44"E, A DISTANCE OF 120.36 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT B OF SAID CASCADES OF GROVELAND - PHASE 2 PLAT; THENCE S89°38'16"E, A DISTANCE OF 91.36 FEET; THENCE N81°21'26"E, A DISTANCE OF 74.66 FEET; THENCE N81°19'01"E, A DISTANCE OF 470.00 FEET; THENCE N58°21'15"E, A DISTANCE OF 64.72 FEET; THENCE N29°26'14"E, A DISTANCE OF 72.70 FEET; THENCE N27°16'38"E, A DISTANCE OF 300.82 FEET; THENCE S62°17'05"E, A DISTANCE OF 121.03 FEET, TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 04°08'27" AND A RADIUS OF 815.00 FEET; THENCE FROM A TANGENT BEARING OF N27°42'55"E, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF

58.90 FEET; THENCE DEPARTING SAID CURVE, RUN N58°08'37"W, A DISTANCE OF 121.00 FEET; THENCE N34°25'53"E, A DISTANCE OF 111.20 FEET; THENCE N41°53'33"E, A DISTANCE OF 130.38 FEET; THENCE N41°07'43"E, A DISTANCE OF 75.00 FEET; THENCE S48°52'17"E, A DISTANCE OF 120.00 FEET; THENCE N41°07'43"E, A DISTANCE OF 31.91 FEET; THENCE N41°07'43"E, A DISTANCE OF 196.91 FEET; THENCE S48°52'17"E, A DISTANCE OF 50.00 FEET; THENCE N41°07'43"E, A DISTANCE OF 50.59 FEET; THENCE S48°52'17"E, A DISTANCE OF 120.00 FEET; THENCE S48°07'21"E, A DISTANCE OF 361.81 FEET; THENCE S43°04'12"E, A DISTANCE OF 172.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 02°14'29" AND A RADIUS OF 475.00 FEET; THENCE FROM A TANGENT BEARING OF N46°55'48"E RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 18.58 FEET; THENCE DEPARTING SAID CURVE, RUN S40°49'43"E, A DISTANCE OF 120.00 FEET; THENCE S44°46'10"E, A DISTANCE OF 445.73 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY OF THE CASCADES OF GROVELAND - PHASE 2, RUN S44°08'34"W, A DISTANCE OF 1836.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 67.12 ACRES, MORE OR LESS.

E\CAS1\LEGALS\PHASE 3
PHASE3PLATLEGAL.DOC
5/3/05 JES
REV;D 6/27/05 NAC

THIS DOCUMENT PREPARED
BY AND RETURN TO:

Re
Brian S. Dervishi, Esq.
Weissman, Dervishi, Borgo & Nordlund, P.A.
SunTrust International Center
One S.E. Third Avenue, Suite 1980
Miami, Florida 33131

Cross-Reference to Declaration of Restrictions and Protective Covenants for The Cascades of Groveland, Recorded in OR Book 02808, Page 2344 in the Public Records of Lake County, Florida

_____[SPACE ABOVE THIS LINE FOR RECORDING DATA]_____

**SUPPLEMENTAL DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS FOR
THE CASCADES OF GROVELAND**

THIS SUPPLEMENTAL DECLARATION is made this 30th day of July, 2009, by ANDREW J. BOLNICK ("Receiver") the court-appointed Receiver for all real and personal property of LEVITT AND SONS OF LAKE COUNTY, LLC, a Florida limited liability company (hereinafter, with its successors and assigns, referred to as "Developer").

WITNESSETH:

WHEREAS, on April 15, 2005, Developer filed that certain DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR THE CASCADES OF GROVELAND which was recorded as cross-referenced above in the Public Records of Lake County, Florida, as amended by Supplemental Declaration recorded at ORB 02951, Page 1089 and Supplemental Declaration recorded at ORB 02989, Page 2394 (collectively, the "Declaration")

WHEREAS, pursuant to the terms of Article II, Section 2, of the Declaration, Developer, at its sole option, may submit additional property to the terms of the Declaration; and

WHEREAS, pursuant to the terms of Article XIII, the Developer has the right to unilaterally amend the Declaration; and

WHEREAS, the Receiver was appointed by that certain ORDER GRANTING BANK OF AMERICA, N.A.'S EMERGENCY MOTION FOR APPOINTMENT OF A RECEIVER (the "Appointment Order") entered in that certain case number 08-4225 (07) in the Broward County Circuit Court, Florida and recorded in the Public Records of Lake County, Florida at ORB 03598, Page 2468; and

WHEREAS, pursuant to the Appointment Order, the Receiver may exercise all rights of the Developer under the Declaration; and

WHEREAS, Developer is the owner of the property described on Exhibit "A" attached hereto (the "Phase IV and V Additional Property"); and

WHEREAS, the Receiver desires to hereby make certain amendments to the Declaration and submit the Phase IV and V Additional Property to the terms of the Declaration to promote the orderly development of the Association and governance of the Association and to assist with the transition of the Association from control by the Developer to the Owners.

NOW THEREFORE, the Receiver hereby declares that:

ARTICLE I

Recitals

All of the foregoing recitals are true and correct and, by this reference, are hereby incorporated into this Supplemental Declaration as if fully set forth herein.

ARTICLE II

Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

ARTICLE III

Amendments

1. Article I(n) is hereby amended and replaced as follows:

"Other Parcel of Property" shall mean and refer to parcel(s) of property that have been submitted to the terms of the Declaration, but not yet platted into lots. Upon the recording of a plat subdividing an Other Parcel of Property into lots, then the Other Parcel of Property shall be treated as Lots for all purposes under the Declaration, and shall have the same rights (including but not limited to voting rights and easement rights) and be subject to the same obligations (including but not limited to Assessments) as other Lots. For purposes of clarity, the Phase IV and V Additional Property are considered "Other Parcel of Property" at the date of this Amendment, but upon being platted into lots, will for all purposes under the Declaration, be treated like other platted Property in Phases I through III ,i.e., the Lots created in Phases IV and V upon platting shall be assessed and have the same vote as any other Lots in other Phases and areas such as drainage fields, open spaces, roads and other Common Area shall not be assessed or have any votes associated with them

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Other Parcel of Property.

2. Article II, Section 2 is hereby amended to add the following at the end of the Section:

“Notwithstanding the foregoing, from and after turnover of control of the Board of Directors to the Owners, the Board of Directors shall have the right, in their sole and absolute discretion, to accept additional property to the scheme of the Declaration. The acceptance by the Board of Directors shall not require the consent, approval, joinder or vote of any Owner or mortgagee of any of the Property, but shall be at the sole option of the Board of Directors. Upon the addition of any property to the scheme of this Declaration, the owners of such additional property shall be and become subject to this Declaration, including assessment by the Association for their prorata share of the Association expenses as provided for herein. The Board of Directors shall also have the right to withdraw any property from the scheme of the Declaration, provided that the owners of the property being withdrawn consent to the withdrawal of their property. Except for the consent of the property owner whose property is being withdrawn from the Declaration, the Board of Directors shall not require the consent, approval joinder or vote of any Owner or mortgagee of any of the Property to withdraw a portion of the Property subject to applicable law. The addition or withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of Lake County, Florida, a supplemental declaration with respect to the lands to be added or withdrawn.”

3. Article III, Section 1 is hereby amended and replaced in total as follows:

“Every Owner of a Lot or Other Parcel of Property, that is subject to Assessment, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Other Parcel of Property.

4. Article III, Section 2 is hereby amended as follows:

“Class A. Class A Members shall be all Owners, with the exception of Developer, and shall be entitled to one vote for each Lot or one vote for each acre of Other Parcel of Property owned. By way of example, one acre of an Other Parcel of Property shall be entitled to one vote, however, upon being platted into four Lots, would be entitled to four votes. When more than one person holds an interest in any Lot or Other Parcel of Property, all such persons shall be Members. The vote for such Lot or Other Parcel of Property shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or acre of Other Parcel of Property.”

5. Article III, Section 3 is hereby amended to add the following at the end of the Section:

“The Board of Directors shall have the have the unilateral right to accept on behalf of the Association, any portion of the Property as Common Areas without consent, approval, joinder or vote of any Owner or mortgagee of any of the Property. It is contemplated that upon the platting of Phase IV and V Additional Property, that roads constructed thereon shall be part of the Common Area.

6. Article V, Section 1 is hereby amended to add the following at the end of the Section:

“The Board of Directors shall also have the right and authority to grant the Conservation Easements provided in this Section.”

7. Article VI, Section 1 is hereby amended to add the following at the end of the Section:

“Notwithstanding anything to the contrary herein: i) each acre of the Other Parcel of Property shall only be assessed for Assessments, an amount equal to 10% of the amount assessed to a

Lot improved with a completed house as defined below. At such time as the Other Parcel of Property is platted into Lots, then they shall be assessed the same amount as the other Lots. By way of example, if the annual Assessment for a Lot is \$100.00, then the annual Assessment for the Other Parcel of Property shall be \$10.00 per acre contained therein, until such time as it is platted into Lots; and ii) Lot(s) that are not improved with a completed house shall only be assessed at 20% of the amount of Assessments of a Lot that has been improved with a completed house. The foregoing limitation on Assessments is for both General and Special Assessments. For purposes herein, a "completed house" is a house that has been issued a certificate of occupancy or similar governmental approval.

8. Article VI, Section 8 is hereby amended to add the following at the end of the Section:

"For purposes of clarity, Working Capital Fund payments shall not be required on any Other Parcel of Property until such time as the Other Parcel of Property is platted into Lots and sold (as Lots) to a third party.

9. Article VIII, Section 6 is hereby amended to add the following at the end of the Section:

"The Board of Directors, acting on behalf of the Association, shall have the unilateral right, without the consent, approval, joinder or vote of any Owner or mortgagee, to grant easements over any of the Common Areas and drainage ponds for the benefit of any property lying outside the area of the Property. The terms of such easements shall be at the sole discretion of the Board of Directors."

ARTICLE IV Additional Property

The Receiver, exercising all rights as Developer under the Appointment Order, hereby subjects the Phase IV and V Additional Property to the provisions of the Declaration and this Supplemental Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, which run with the title to such property and shall be binding upon all persons having any right, title or interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon The Cascades of Groveland Homeowners' Association, Inc., a Florida not-for-profit corporation in accordance with the terms of the Declaration.

ARTICLE V Miscellaneous

In the event of conflict between the terms and provisions of the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded.

IN WITNESS WHEREOF, the Receiver, with full authority to exercise all rights of the Developer pursuant to the Appointment Order, has caused this Supplemental Declaration to be duly executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

Celina Clouse

(Name) Celina Clouse

Andrew J. Bolnick, Receiver under the Appointment Order with full authority to exercise all rights of Levitt and Sons of Lake County, LLC, a Florida limited liability company

Ann Strabel
(Name) Ann Strabel

By: Andrew J. Bolnick
Andrew J. Bolnick, Receiver

STATE OF FLORIDA)
)SS
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 30th day of July, 2009, by **ANDREW J. BOLNICK**, the Receiver of all real and personal property of **LEVITT AND SONS OF LAKE COUNTY, LLC**, a Florida limited liability company, on behalf of the company, and with the authority to exercise all of the rights on behalf of the company,

Erica Anderson
(Print Name ERICA ANDERSON)
NOTARY PUBLIC, State of
Florida at Large
Commission # 00095905
My Commission Expires: 6-8-12
Personally Known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

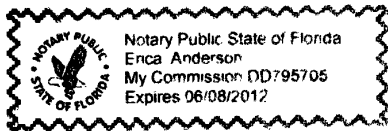


EXHIBIT A

Property

THE CASCADES AT GROVELAND PHASE 4
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 34 AND 35, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTHEASTERLY BOUNDARY OF THE CASCADES OF GROVELAND PHASE 3, AS RECORDED IN PLAT BOOK 56, PAGES 82 THROUGH 86, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N44°08'34"E, ALONG SAID SOUTHEASTERLY BOUNDARY, A DISTANCE OF 1836.82 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35 AND THE SOUTHERLY BOUNDARY OF THE CASCADES OF GROVELAND PHASE 2, AS RECORDED IN PLAT BOOK 56, PAGES 17 THROUGH 31, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S89°27'44"E, ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35 AND SOUTHERLY LINE OF THE CASCADES OF GROVELAND PHASE 2, A DISTANCE OF 725.16 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE S00°37'15"W, ALONG THE EAST LINE OF SAID WEST 1/2, A DISTANCE OF 1333.52 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE S00°33'07"W, ALONG THE EAST LINE OF THE WEST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 1383.32 FEET; THENCE DEPARTING SAID EAST LINE, RUN S68°58'43"W, A DISTANCE OF 258.14 FEET, TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 12°26'02" AND A RADIUS OF 1000.00 FEET; THENCE FROM A TANGENT BEARING OF S21°01'17"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A, DISTANCE OF 217.01 FEET; THENCE DEPARTING SAID CURVE, RUN S81°24'45"W, A DISTANCE OF 50.00 FEET; THENCE N89°36'40"W, A DISTANCE OF 381.06 FEET; THENCE S87°09'21"W, A DISTANCE OF 443.27 FEET; THENCE N89°36'40"W, A DISTANCE OF 730.73 FEET; THENCE S86°47'38"W, A DISTANCE OF 351.01 FEET; THENCE S03°12'22"E, A DISTANCE OF 176.00 FEET; THENCE S86°47'38"W, A DISTANCE OF 34.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 25.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET; THENCE DEPARTING SAID CURVE, RUN S86°47'38"W, A DISTANCE OF 50.00 FEET, TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF N03°12'22"W, RUN NORTHWESTERLY ALONG

THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE S86°47'38"W, A DISTANCE OF 113.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF 86°19'29" AND A RADIUS OF 25.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 37.67 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WILSON LAKE PARKWAY, AS RECORDED IN OFFICIAL RECORDS BOOK 2868, PAGES 164 - 172, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 03°40'31" AND A RADIUS OF 755.00 FEET; THENCE RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID RIGHT-OF-WAY LINE; FROM A TANGENT BEARING OF N00°28'09"E, RUN NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 48.43 FEET; THENCE DEPARTING SAID CURVE, RUN S86°47'38"W, A DISTANCE OF 15.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 23°26'51" AND A RADIUS OF 740.00 FEET; THENCE FROM A TANGENT BEARING OF N03°12'22"W, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 302.83 FEET TO THE POINT OF TANGENCY; THENCE N26°39'13"W, A DISTANCE OF 1419.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 27°00'57" AND A RADIUS OF 810.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 381.93 FEET TO THE POINT OF TANGENCY; THENCE N00°21'44"E, A DISTANCE OF 804.97 FEET TO THE SOUTHWEST CORNER OF THE AFOREMENTIONED PLAT OF THE CASCADES OF GROVELAND PHASE 2; THENCE RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE SOUTHERLY LINE OF SAID PLAT; S89°38'16"E, A DISTANCE OF 181.50 FEET; THENCE S00°21'44"W, A DISTANCE OF 22.77 FEET; THENCE S89°38'16"E, A DISTANCE OF 50.00 FEET; THENCE N00°21'44"E, A DISTANCE OF 28.82 FEET TO A POINT ON THE BOUNDARY FOR THE AFOREMENTIONED PLAT OF THE CASCADES OF GROVELAND PHASE 3; THENCE RUN THE FOLLOWING TWELVE (12) COURSES AND DISTANCES ALONG SAID PLAT BOUNDARY; S89°38'16"E, A DISTANCE OF 120.00 FEET; THENCE S00°21'44"W, A DISTANCE OF 330.00 FEET; THENCE S00°00'57"W, A DISTANCE OF 57.37 FEET; THENCE S02°41'51"W, A DISTANCE OF 55.01 FEET; S01°39'22"W, A DISTANCE OF 165.00 FEET; THENCE S88°20'38"E, A DISTANCE OF 92.94 FEET; THENCE S23°50'55"W, A DISTANCE OF 76.61 FEET, THENCE S09°01'58"W, A DISTANCE OF 75.93 FEET; THENCE S08°53'36"W, A DISTANCE OF 53.75 FEET; THENCE S04°29'45"W, A DISTANCE OF 13.31 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 SECTION 34, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE N89°57'59"E, ALONG SAID NORTH LINE AND SAID PLAT BOUNDARY LINE, A DISTANCE OF 852.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 161.93 ACRES, MORE OR LESS.

AND

THE CASCADES AT GROVELAND PHASE 5

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 34 AND 35, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN N89°45'38"W, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 617.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WILSON LAKE PARKWAY AS RECORDED IN OFFICIAL RECORDS BOOK 2868, PAGES 164-172, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE RUN ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING COURSES AND DISTANCES; THENCE N00°00'07"W, A DISTANCE OF 15.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF 30°23'34" AND A RADIUS OF 660.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 350.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 06°43'40" AND A RADIUS OF 740.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 86.89 FEET; THENCE DEPARTING SAID CURVE, RUN S66°20'13"E, A DISTANCE OF 15.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 23°11'38" AND A RADIUS OF 755.00 FEET; THENCE FROM A TANGENT BEARING OF N23°39'47"E, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 305.63 FEET TO A POINT ON THE SOUTHERLY LINE OF THE PROPOSED PLAT OF CASCADES OF GROVELAND - PHASE 4; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID SOUTHERLY LINE; THENCE FROM THE AFOREMENTIONED POINT, BEING THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF 86°19'29" AND A RADIUS OF 25.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 37.67 FEET TO THE POINT OF TANGENCY; THENCE N86°47'38"E, A DISTANCE OF 113.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 25.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET; THENCE DEPARTING SAID CURVE, RUN N86°47'38"E, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF N03°12'22"W RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N86°47'38"E, A DISTANCE OF 34.06

FEET; THENCE N03°12'22"W, A DISTANCE OF 176.00 FEET; THENCE N86°47'38"E, A DISTANCE OF 351.01 FEET; THENCE S89°36'40"E, A DISTANCE OF 730.73 FEET; THENCE N87°09'21"E, A DISTANCE OF 443.27 FEET; THENCE S89°36'40"E, A DISTANCE OF 381.06 FEET; THENCE N81°24'45"E, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 12°26'02" AND A RADIUS OF 1000.00 FEET; THENCE FROM A TANGENT BEARING OF N08°35'15"W RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 217.01 FEET; THENCE DEPARTING SAID CURVE, RUN N68°58'43"E, A DISTANCE OF 258.14 FEET TO A POINT ON THE EAST LINE OF THE WEST 3/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE S00°33'07"W, ALONG SAID EAST LINE, A DISTANCE OF 1266.05 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE AS RECORDED IN OFFICAL RECORDS BOOK 931, PAGE 723, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N89°36'40"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 659.38 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE DEDPARTING SAID RIGHT-OF-WAY LINE, RUN S00°27'58"W, ALONG SAID EAST LINE, A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE N89°36'40"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1318.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.22 ACRES MORE OR LESS

CFN 2010042350
Bk 03898 Pgs 1493 - 1500 (8pgs)
DATE: 04/26/2010 03:27:05 PM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 69.50

Prepared by and
Return To:
Thomas R. Slaten, Jr.
Larsen & Associates, P.A.
300 S. Orange Ave., Ste. 1200
Orlando, FL 32801



**AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS FOR THE CASCADES OF GROVELAND**

WHEREAS, that certain Declaration of Restrictions and Protective Covenants for The Cascades of Groveland (hereinafter the "Declaration") is recorded at Official Records Book 02808, Page 2344, Public Records of Lake County, Florida; and

WHEREAS, the affirmative vote of the Members of The Cascades of Groveland Homeowners' Association, Inc. representing 2/3 of the total votes of the Association may amend the Declaration; and

WHEREAS, at a duly noticed meeting of the Association's Members held on March 31, 2010, Members representing more than 2/3 of the total votes of the Association affirmatively voted to amend the Declaration;

NOW, THEREFORE, pursuant to Article XII, Section 5 of the Declaration, The Cascades of Groveland Homeowners' Association, Inc., hereby amends the Declaration as follows:

1. Article IV, Section 1 of the Declaration is amended to read as follows:

ARTICLE IV

MAINTENANCE OBLIGATIONS

Section 1. Common Area Maintenance. Commencing with the date this Declaration is recorded, except as stated hereinafter, the Association shall be responsible for the maintenance of the Common Areas and any improvements or personal property in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas, if any, and any improvements and any personal property thereon accruing from and after the date these covenants are recorded. For purposes of illustration, Common Areas include, but are not limited to, entrance features and gatehouse, all drainage retention areas, conservation areas, any wall and buffer area around the perimeter of the Property, as well as roads and recreation areas within the Property. Common Areas shall also include all internal roads within the Property and the Common Area sprinkler system. At all times, the Association shall maintain in good repair, and shall replace as scheduled any and all improvements belonging to the Association, including the gatehouse. The gatehouse will initially be unmanned, but will be

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manned at such time as the Board of Directors Developer determines in its sole and absolute discretion. At all times, the Association shall maintain all internal roads in good repair and shall resurface or repave said roads as necessary. All such work shall be completed in a manner which, in the sole and exclusive judgment of the Board of Directors of the Association, is deemed satisfactory.

2. Article VIII, Section 9 and Article IX, Section 2 and 17 of the Declaration are amended to read as follows:

ARTICLE VIII.

EASEMENTS

Section 9. Easement for Peat Mining. Pursuant to and in accordance with that certain Lake County Ordinance #2001-150, recorded in the Official Records Book 2047, Pages 2175 to 2188, Public Records of Lake County, Florida, J.D. Eggebrecht Development, Ltd., its successors and assigns, shall have a non-exclusive easement for access and over and upon the designated areas for peat mining, to operate and conduct the permitted peat mining operation, which mining operation shall cease, per the foregoing Ordinance, on or about November 1, 2007, except that clean-up and remediation of the property as required by the Department of Environmental Protection, St. Johns River Water Management District and other governmental entities or agencies may extend beyond this date. The non-exclusive access easement shall continue for an additional five (5) years after termination of the mining operation for J.D. Eggebrecht Development, Ltd., its successors and assigns, to monitor and maintain the affected areas, if any.

ARTICLE IX

GENERAL RESTRICTIVE COVENANTS

Section 2. Land Use. No Lot shall be used except for residential purposes. Temporary uses for model homes, parking lots, construction trailer, construction storage areas and/or sales offices shall be permitted for the Developer, and until on or about November 1, 2007, or for any period of time thereafter that an agreement is extended for peat mining as set forth in that certain Lake County Ordinance #2001-150, recorded in the Official Records Book 2047, Pages 2175 to 2188, Public Records of Lake County, Florida, which mining operation shall cease, per the foregoing Ordinance, on or before November 1, 2007, except that clean-up and return of the property to an acceptable condition as

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required by the St. Johns River Water Management District may extend beyond this date.

Section 17. Communication Equipment. Except as may be installed by the Developer or as may be permitted by the ACB, no antennas, aerials, or lines, wires or other devices for communication or transmission of current shall be placed on any portion of the Property. In no event, however, shall lines or wires for communication or the transmission of current be constructed, placed, or permitted to be placed within the Common Areas unless the same shall be installed by the Association for the common use of all Members, and shall be protected cables, and any of said lines or wires which are not located in buildings shall be constructed or placed and maintained underground. Any line or wire installations permitted by the Architectural Control Board pursuant to this Section shall be protected cable and shall only be installed underground, except as necessary to conduct the peat mining operation pursuant to that certain Lake County Ordinance #2001-150, recorded in the Official Records Book 2047, Pages 2175 to 2188, Public Records of Lake County, Florida, which mining shall terminate and which lines, if any, shall be removed on or about November 1, 2007, except that clean-up and return of the property to an acceptable condition as required by the St. Johns River Water Management District may extend beyond this date.

3. Article IX, Sections 6 and 12 of the Declaration are amended to read as follows:

ARTICLE IX.

GENERAL RESTRICTIVE COVENANTS

Section 6. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently unless allowed by Section 12 below or; except that the Developer may park a trailer on the Property during periods of construction, as may the J.D. Eggebrecht Development, Ltd., its successors and assigns to conduct the permitted peat mining operation as set forth in that certain Lake County Ordinance #2001-150, recorded in the Official Records Book 2047, Pages 2175 to 2188, Public Records of Lake County, Florida, which mining operation shall cease, per the foregoing Ordinance, on or about November 1, 2007.

Section 12. Commercial Trucks, Trailers, Campers and Boats. No commercial vehicles, campers, mobile homes, motorhomes, recreational vehicles, taxis, limousines, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot or

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road, except only during the periods of approved construction on said Lot, and except that they may be stored within garages. Small pick-up trucks or vans or vehicles with a gross weight that is less than 10,000 pounds and of the type commonly used as private passenger vehicles may be parked or stored in approved parking areas, so long as no commercial equipment or lettering or graphics is exposed to view. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or shall have printed on same some reference to any commercial undertaking or enterprise. This prohibition of parking shall not apply to temporary parking of trucks, campers, motorhomes, recreational vehicles, boats, trailers and commercial vehicles, such as for pick-up, delivery, and other commercial services, provided such temporary parking does not exceed 24 hours in any seven consecutive days.

No vehicle which is unlicensed or inoperable may be kept or stored on the Property, unless kept fully enclosed inside a garage. No repair work to any type of motor vehicle, boat or trailer shall be conducted on any Lot or road other than minor repairs, cleaning or waxing which is completed in less than 24 hours.

The Board of Directors may adopt additional restrictions consistent with this Section 12.

-
4. Article IX, Section 9 of the Declaration is amended to read as follows:

ARTICLE IX.

GENERAL RESTRICTIVE COVENANTS

Section 9. Animals and Pets. ~~No reptiles, animals, livestock, or poultry~~ of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets, as the term "usual and common household pets" is defined by the Board of Directors, not to exceed a total of two (2) in number regardless of the type unless approved in writing by the Board of Directors. The keeping of a dog or other domestic pet is not a right of an Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at the Property.

.....

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5. Article IX, Sections 13 and 14 of the Declaration are amended to read as follows:

ARTICLE IX.

GENERAL RESTRICTIVE COVENANTS

Section 13. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard except as approved by the ACB or as installed by the Developer.

Section 14. Hedges. No hedge shall be erected in the front yard except as approved by the ACB or as installed by the Developer.

6. Article IX, Section 15 of the Declaration is amended to read as follows:

ARTICLE IX.

GENERAL RESTRICTIVE COVENANTS

Section 15. Garbage and Trash Disposal. Garbage, refuse, trash, trash containers or rubbish shall be stored in a fashion to protect it from view from the street or another Lot, provided however, that the requirements from time to time of the City of Groveland for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage placed out for collection must be in sealed garbage bags, covered plastic garbage cans, or such other containers supplied or approved by the garbage collecting authority. Trash, recyclables, and/or vegetation shall not be placed curbside earlier than 6:00 P.M. the evening before collection. Emptied receptacles or uncollected refuse shall be promptly removed from curbside by Owner.

7. Article X, Section 2 of the Declaration is amended to read as follows:

ARTICLE X.

INSURANCE AND HAZARD LOSSES

Section 2. Coverage.

A. Fidelity Bonds. Blanket fidelity bonds must be maintained for anyone who either handles or is responsible for funds that the Association holds or administers. Cancellation or substantial modification of the bonds must be noticed to the

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Association members and FNMA servicers prior to change.

B. Hazard Insurance. All buildings and insurable improvements on the Common Property and the Association Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs at their maximum insurable replacement value and all personal property owned by the Association shall be insured for its full insurable value, all determined annually by the Board of Directors of the Association.

(a) **Company Rating.** The company or companies with whom the Association shall place its insurance coverage must meet the following requirements: a B general policyholder's rating or a financial performance index of 6 or better in the Best's Key Rating Guide, or an A or better rating from Demotech, Inc.

(b) **Deductible.** The ~~Board of Directors Association~~ shall determine from time to time the maximum deductible amount permitted with respect to hazard insurance coverage.

(c) **Endorsements.** If available and/or applicable, an Inflation Guard Endorsement, a Construction Code Endorsement, and a Machinery Coverage Endorsement are required.

~~C. **Intentionally left blank.** Flood Insurance. If any part of the Association Property is in a Special Flood Hazard Area which is designated as A, AE, AH, AD, AI-3D, A-99, V, VE OR V1-30 on a Flood Insurance Rate Map, the Association must maintain a master or blanket policy of flood insurance. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program. Unless a higher deductible amount is required by state law, the maximum deductible amount for policies covering the Association Property and Common Property is the lesser of \$5,000 or 1% of the policy's face amount.~~

-
8. Article XIII, Section 2 of the Declaration is amended to read as follows:

ARTICLE XIII.

GENERAL PROVISIONS

Section 2. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed (postpaid), transmitted by way of

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telecopy, electronically transmitted if written consent to receive electronic transmission is given by the Owner or sent by overnight courier, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

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CERTIFICATE OF AMENDMENT

I hereby certify that the above Amendment to the Declaration of Restrictions and Protective Covenants for The Cascades of Groveland was adopted by the affirmative vote of not less than 2/3 of the total votes of the Association of a duly noticed meeting of the Members held on March 31, 2010 and will take effect upon recording in the Public Records.

**THE CASCADES OF GROVELAND
HOMEOWNERS ASSOCIATION, INC.**

By: *Eric Sorkin*

Eric Sorkin
(print name)

Title: President

ATTEST:

By: *Ted Wright*

Ted Wright
(print name)

Title: Secretary

STATE OF FLORIDA
COUNTY OF Lake

This Amendment to the Declaration of Restrictions and Protective Covenants for The Cascades of Groveland was acknowledged before me this 13th day of April, 2010, by Eric Sorkin, as President and Ted Wright, as Secretary of The Cascades of Groveland Homeowners Association, Inc.

Marie Damato
Notary Public Signature
Notary Stamp or Seal:



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Prepared by and

Return To:

Thomas R. Slaten, Jr.

Larsen & Associates, P.A.

300 S. Orange Ave., Ste. 1200
Orlando, FL 32801



**SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR THE CASCADES OF GROVELAND**

WHEREAS, that certain Declaration of Restrictions and Protective Covenants for The Cascades of Groveland (hereinafter the "Declaration") is recorded at Official Records Book 02808, Page 2344, Public Records of Lake County, Florida; and

WHEREAS, the affirmative vote of the Members of The Cascades of Groveland Homeowners' Association, Inc. representing 2/3 of the total votes of the Association may amend the Declaration; and

WHEREAS, at a duly noticed meeting of the Association's Members held on April 21, 2010, Members representing more than 2/3 of the total votes of the Association affirmatively voted to amend the Declaration;

NOW, THEREFORE, pursuant to Article XII, Section 5 of the Declaration, The Cascades of Groveland Homeowners' Association, Inc., hereby amends the Declaration as follows:

Article IV, Sections 3, 4 and 5 and Article VI, Section 2 of the Declaration are amended to read as follows:

ARTICLE IV

MAINTENANCE OBLIGATIONS

Section 3. Lot Maintenance. The maintenance of the Lot including cutting the grass, edging, fertilizing, weed and insect control and maintaining all landscaping and irrigation system components within the Lot (whether originally installed by the Developer Lot Owner) and/or replacement(s) thereof, shall be the complete maintenance responsibility of the Lot Owner. The Association shall provide the following lawn care maintenance: i) for Lots that contain a completed house and are assessed 100% of the Assessments of a Lot, the Association shall provide for grass cutting, edging, fertilizing, weed and insect control and maintenance of landscaping in the landscape beds; ii) for platted Lots that do not contain a completed house and are not assessed at 100% of the amount of Assessments of a Lot but for which infrastructure, including roads and the physical staking-out of the Lots has been completed, the Association shall provide for bush-hogging on an as needed basis so that such property is maintained to uphold the overall appearance of the community, provided that upon such property being developed as a Lot

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containing a completed house and assessed 100% of the Assessments of a Lot, the Association shall provide the same lawn care maintenance as provided for in i) above. The maintenance and/or repair of landscaping on an Owner's Lot damaged due to the negligence or intentional acts of such Owner shall be the responsibility of such Owner. The replacement of any grass, bushes, trees or other plantings shall be the sole responsibility of the Owner. The maintenance of the residence and related improvements constructed on the Lot shall be the complete maintenance responsibility of the Owner(s) thereof. ~~The maintenance of all landscaping installed on a Lot by the Owner(s) thereof which is in addition to and not a replacement of the landscaping originally installed by the Developer shall be the complete maintenance responsibility of such Owner(s). If a mailbox is installed by the Developer shall be the complete maintenance responsibility of such Owner(s). If a mailbox is installed by the Developer, in its sole discretion, the Owner shall be responsible for the maintenance, repair and replacement of the mail box installed by the Developer. The maintenance, repair and replacement responsibility of a mailbox located on a Lot shall be the sole responsibility of the Owner of such Lot. Notwithstanding anything to the contrary, the requirement that the Association provide for the lawn care, as provided above in this Section, may be terminated by the affirmative vote or written consent or any combination thereof, of Members representing fifty-one percent (51%) of the total votes of the Association. Upon such termination of the Association's obligation to provide lawn care, the lawn care maintenance shall be the responsibility of the Lot Owner.~~

~~Section 4. Irrigation System. Developer presently plans to install a common irrigation system throughout the Property to irrigate the Common Areas. If so installed, the irrigation pump(s), wells, except those deeded to the City of Groveland and any main irrigation lines shall be the maintenance obligation of the Association. In addition, all irrigation lines and all sprinkler heads located on the Lots shall be the maintenance responsibility of the Owner, except that a landscape contractor contracted by the Association may be responsible for the repair of any sprinkler heads that the contractor damages. The Association shall have an easement over the Property, including any Lot, to provide maintenance of such system. Notwithstanding anything to the contrary in this Declaration, the Association shall not be responsible for repairing irrigation systems on Lots damaged by Acts of God or the negligent or intentional acts of the Owners. Notwithstanding the foregoing, the maintenance and/or repair of any damage to irrigation lines or sprinkler heads located on an Owner's Lot caused by the Owner's negligence or intentional act(s) shall be the responsibility of such Owner.~~

~~Section 5. Other Parcel of Property Maintenance. Intentionally left blank. Off-site Signage & Landscaping. The Association shall have the obligation to maintain any offsite signs which advertise and~~

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~~promote the name of the Property and to maintain the landscaping surrounding said signs.~~

ARTICLE VI

ASSOCIATION ASSESSMENTS

Section 2. General Assessments. The General Assessments levied by the Association shall be used exclusively for the expenses of the Association. General expenses are any and all charges for the administration of the Association, cable television expenses ~~if any,~~ security monitoring, Lot maintenance described in Article IV, Sections 3 and 4, maintenance, repair, replacement and operation of the Common Areas and the operation, maintenance and repair of the lift station and the Master Surface Water Management System as described in Article IV, Section 6 and 7 hereof, including, but not limited to: management, accounting and legal fees, postage, utility service to Common Areas, Association insurance, reserves deemed necessary by the Board of Directors for repair, replacement or addition to the Common Area, and payment of all debts and obligations of the Association which are properly incurred for the purposes stated in this Declaration.

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CERTIFICATE OF AMENDMENT

I hereby certify that the above Second Amendment to the Declaration of Restrictions and Protective Covenants for The Cascades of Groveland was adopted by the affirmative vote of not less than 2/3 of the total votes of the Association of a duly noticed meeting of the Members held on April 21, 2010 and will take effect upon recording in the Public Records.

**THE CASCADES OF GROVELAND
HOMEOWNERS ASSOCIATION, INC.**

By: *Eric Sorkin*

Eric Sorkin

Title: President

ATTEST:

By: *Ted Wright*

Ted Wright

Title: Secretary

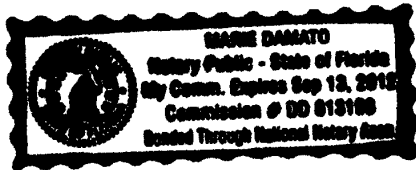
STATE OF FLORIDA
COUNTY OF Lake

This Second Amendment to the Declaration of Restrictions and Protective Covenants for The Cascades of Groveland was acknowledged before me this 21st day of April, 2010, by Eric Sorkin, as President and Ted Wright, as Secretary of The Cascades of Groveland Homeowners Association, Inc.

Marie Damato

Notary Public Signature

Notary Stamp or Seal:



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CFN 2010100979
Bk 03957 Pgs 0471 - 474; (4pgs)
DATE: 10/07/2010 02:39:39 PM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 35.50

**Prepared by and
Return To:**
Thomas R. Slaten, Jr.
Larsen & Associates, P.A.
300 S. Orange Ave., Ste. 1200
Orlando, FL 32801



**THIRD AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR THE CASCADES OF GROVELAND**

WHEREAS, that certain Declaration of Restrictions and Protective Covenants for The Cascades of Groveland (hereinafter the "Declaration") is recorded at Official Records Book 02808, Page 2344, Public Records of Lake County, Florida; and

WHEREAS, the affirmative vote of the Members of The Cascades of Groveland Homeowners' Association, Inc. representing 2/3 of the total votes of the Association may amend the Declaration; and

WHEREAS, at a duly noticed meeting of the Association's Members held on September 21, 2010, Members representing more than 2/3 of the total votes of the Association affirmatively voted to amend the Declaration;

NOW, THEREFORE, pursuant to Article XII, Section 5 of the Declaration, The Cascades of Groveland Homeowners' Association, Inc., hereby amends the Declaration as follows:

Article VI, Sections 8, 10 and 11 of the Declaration are amended as follows:

ARTICLE VI

ASSOCIATION ASSESSMENTS

Section 8. Working Capital Fund. ~~Developer~~ The Association shall establish a Working Capital Fund for the ~~initial months of operation~~ and/or reserves of the Association, which shall be collected by the ~~Developer~~ Association from each Lot purchaser at the time of conveyance of each Lot with a completed house to such purchaser in an amount equal to two (2) months of the ~~annual~~ General ~~a~~ Assessment for each Lot without consideration for reductions due to incomplete facilities. Each Lot's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale or resale of each Lot with a completed house. Amounts paid into the fund are not to be considered as advance payment of regular General Assessments. ~~Notwithstanding the foregoing, the Developer, for so long as it controls the Board of Directors, shall have the right to use the Working Capital Fund to pay for ordinary expenses of the Association.~~

For purposes of clarity, Working Capital Fund payments shall not be required on any Other Parcel of Property until such time as the

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Other Parcel of Property is platted into Lots and sold (as Lots) with a completed house to a third party.

Section 10. Collection of Assessment, Effect of Non Payment of Assessments; The Personal Obligation of the Owner; The Lien. Remedies of the Association. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner an administrative late fee of five percent (5%) ~~ten percent (10%)~~ of the amount of each installment of the Assessment that is paid past the due date, or \$25 Ten and No/ 100 Dollars (\$10.00), whichever is greater ~~or as otherwise adopted by the Board of Directors from time to time~~, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay Assessments to the Association for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the General Assessments, for all Special Assessments, and/or for all other Assessments payable to the Association. If the Assessments and any late fees and interest are not paid on the date when due, then such Assessments and any late fees and interest shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid Assessments and late fees with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid Assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the Assessment and late fees are unpaid, or may foreclose the lien against the property on which the Assessment and late fee are unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such Assessment and late fee, attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the Assessment and late fee as above

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provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action. It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments and late fees hereunder.

The provisions set forth in this section shall not apply to the Developer for so long as the Developer owns any portion of the Property.

Section 11. Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, late charges (subject to the limitations of Florida laws), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first mortgage of an Institutional Lender upon any Lot. In addition, the lien of assessments, including interest, late charges (subject to the limitation of Florida laws), and costs (including attorneys' fees) provided for herein, shall be subordinate to a mortgage held by Developer upon the Property, or any portion thereof, or any interest therein. The sale or transfer of any Lot or parcel of land shall not affect the Assessment lien. However, the sale or transfer of any Lot or parcel pursuant to judicial or non-judicial foreclosure of a first mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or parcel from lien rights for any Assessments thereafter becoming due. Where the ~~Institutional Lender of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage of record or other purchaser of such a Lot obtains title to a Lot or Other Parcel of Property by foreclosure or by deed in lieu of foreclosure, it its successors and assigns~~ shall not be liable for the Assessments chargeable to such Lot or Other Parcel of Property which became due prior to the acquisition of title to such Lot or Other Parcel of Property by such acquirer except to the extent provided for in Section 720.3085, Florida Statutes, as amended from time to time. Such unpaid Assessments shall be deemed to be an Assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Likewise, where a mortgage is held by the Developer upon the Property, or a portion thereof, and the Developer or other purchaser obtains title, its successors and assigns shall not be liable for the Assessments by the Association chargeable to the Property, or a portion thereof, which become due prior to the acquisition of title to the Property, or portion thereof, by such acquirer. Such unpaid Assessments shall be deemed to be an Assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

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CERTIFICATE OF AMENDMENT

I hereby certify that the above Amendment to the Declaration of Restrictions and Protective Covenants for The Cascades of Groveland was adopted by the affirmative vote of not less than 2/3 of the total votes of the Association of a duly noticed meeting of the Members held on September 21, 2010 and will take effect upon recording in the Public Records.

**THE CASCADES OF GROVELAND
HOMEOWNERS ASSOCIATION, INC.**

By: *Eric Sorkin, President*
Eric Sorkin

Title: President

ATTEST:

By: *Ted Wright*
Ted Wright

Title: Secretary

STATE OF FLORIDA
COUNTY OF Lake

This Amendment to the Declaration of Restrictions and Protective Covenants for The Cascades of Groveland was acknowledged before me this 21st day of September, 2010, by Eric Sorkin, as President and Ted Wright, as Secretary of The Cascades of Groveland Homeowners Association, Inc.

Marie Damato
Notary Public Signature
Notary Stamp or Seal:



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Prepared by and returned to:

Thomas R. Slaten, Jr.
Larsen & Associates, P.A.
300 S. Orange Avenue, Suite 1200
Orlando, FL 32801



**FOURTH AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR THE CASCADES OF GROVELAND**

WHEREAS, that certain Declaration of Restrictions and Protective Covenants for The Cascades of Groveland (hereinafter the "Declaration") is recorded at Official Records Book 02808, Page 2344, Public Records of Lake County, Florida; and

Whereas, MFS Cascades, LLC is the "Developer" as defined in the Declaration, as amended ("Declaration"); and

Whereas MFS Cascades, LLC holds more than two-thirds (2/3) of the membership votes ("Voting Rights") in The Cascades of Groveland Homeowners' Association, Inc. ("Association"); and

Whereas, Article XIII, Section 5 of the Declaration provides the mechanism for amending the Declaration; and MFS Cascades, LLC, in compliance with such Article XIII, Section 5 desires to amend the Declaration.

NOW THEREFORE, pursuant to Article XIII, Section 5 of the Declaration, Article VI, Section 9 of the Declaration, regarding the Working Capital Fund, which was previously amended by the Third Amendment to the Declaration of Restrictions and Protective Covenants for The Cascades of Groveland as recorded in Official Records Book 03957, Page 0471 of the Public Records of Lake County, Florida, is further amended to read as follows:

Section 8. Working Capital Fund. The Association shall establish a Working Capital Fund for the operation and/or reserves of the Association, which shall be collected by the Association from each Lot purchaser at the time of conveyance of each Lot with a completed house to such purchaser in an amount equal to ~~two (2)~~ three (3) months of the General Assessment for each Lot without consideration for reductions due to incomplete facilities. Each Lot's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale or resale of each Lot with a completed house. Amounts paid into the fund are not to be considered as advance payment of General Assessments.

For purposes of clarity, Working Capital Fund payments shall not be required on any Other Parcel of Property until such time as the Other Parcel of Property is platted into Lots and sold (as Lots) with a completed house to a third party.

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CERTIFICATE OF AMENDMENT

IN WITNESS WHEREOF, the undersigned have executed this Fourth Amendment to the Declaration of Restrictions and Protective Covenants for The Cascades of Groveland this 31st day of October, 2011.

MHS CASCADES, LLC, a Delaware limited liability company, as Developer and holder of more than two-thirds of the membership votes in the Association consenting to such Amendment.

BY: SH CASCADES, LLC, a Florida limited liability company, Managing Member

By: [Signature]
Jeffrey S. Gersh, President

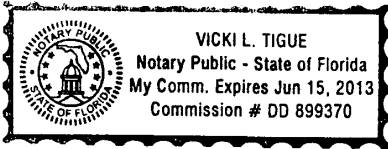
Attest: [Signature]
Oscar Harper, Vice President

THE CASCADES OF GROVELAND HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]
Oscar Harper, Director

STATE OF FLORIDA
COUNTY OF LAKE Seminole

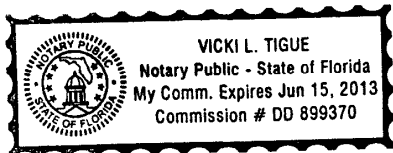
This Fourth Amendment to the Declaration of Restrictions and Protective Covenants for The Cascades of Groveland was acknowledged before me this 24 day of February, 2012, by Jeffrey S. Gersh, President, and Oscar Harper, Vice President, of SH Cascades, LLC.



[Signature]
Notary Public, State of Florida
My Commission Expires: June 15, 2013

STATE OF FLORIDA
COUNTY OF LAKE

This Fourth Amendment to the Declaration of Restrictions and Protective Covenants for The Cascades of Groveland was acknowledged before me this 24 day of February, 2012, by Oscar Harper, Director of The Cascades of Groveland Homeowners' Association, Inc.



[Signature]
Notary Public, State of Florida
My Commission Expires: June 15, 2013

Prepare by and return to:



Thomas R. Slaten, Jr.
Larsen & Associates, P.L.
300 S. Orange Ave., Suite 1200
Orlando, FL 32801

**FIFTH AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR THE CASCADES OF GROVELAND**

WHEREAS, that certain Declaration of Restrictions and Protective Covenants for The Cascades of Groveland (hereinafter the "Declaration") is recorded at Official Records Book 02808, Page 2344, Public Records of Lake County, Florida; and

Whereas, Article XIII, Section 5 of the Declaration provides the mechanism for amending the Declaration;

Whereas the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Members representing two-thirds of the total votes of the Association;

Whereas, on July 22, 2014 a quorum of the Members was present and 587 votes were cast in favor of amending Article VI, Sections 10 and 11 of the Declaration and 40 were cast against; 579 votes were cast in favor of amending Article IX, Section 7 of the Declaration and 49 were cast against; and, 566 votes were cast in favor of amending Article IX, Section 21 of the Declaration and 59 were cast against, with all three votes constituting at least two-thirds of the total votes of the Association in favor of the amendments;

NOW THEREFORE, the Declaration, is amended to read as follows:

Amending Article VI, Sections 10 and 11 of the Declaration to read as follows:

ARTICLE VI
ASSOCIATION ASSESSMENTS

Section 10. Collection of Assessment, Effect of Non Payment of Assessments; The Personal Obligation of the Owner; The Lien. Remedies of the Association. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner an administrative late fee of five percent (5%) of the amount of each installment of the Assessment that is paid past the due date or \$25, whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association. If any Owner is in default in the payment of any

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Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association, upon written notice to the defaulting Owner, shall have the right to accelerate and require such defaulting Owner to pay Assessments to the Association for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the General Assessments, for all Special Assessments, and/or for all other Assessments payable to the Association. If the Assessments and any late fees and interest are not paid on the date when due, then such Assessments and any late fees and interest shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot or Other Parcel upon the death of an Owner or by operation of law shall be personally liable for unpaid Assessments, interest, costs of collection, attorney's fees and late fees with respect to such Lot or Other Parcel. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid Assessments, interest, late fees, costs of collection and attorney's fees made or incurred prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor. In any involuntary conveyance or transfer of title, the Owner that acquires title through such conveyance or transfer shall be jointly and severally liable with the previous Owners for all unpaid Assessments, interest, late fees, costs of collection and attorney's fees made or incurred prior to the time of such involuntary conveyance or transfer, without prejudice to the rights of the Owner to recover from the previous Owners the amounts paid by the Owner therefor. The term "previous Owner" does not, per Section 720.3085, Florida Statutes, as amended from time to time, include the Association if it acquired title to a Lot or Other Parcel through foreclosure or by deed in lieu of foreclosure and an Owner's liability for assessments includes any unpaid assessments, interest, late fees, costs of collection and attorney's fees made or incurred before the Association acquired title. Notwithstanding anything to the contrary contained in this Section, the liability of a first mortgagee and its successor or assignee as a subsequent holder of a first mortgage, or a Developer and its successor or assignee as a subsequent holder of a Developer mortgage, is limited to the amounts provided in Section 11, below.

The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the Assessment and late fees, interest, costs of collection and attorney's fees are unpaid, or may foreclose the lien against the property on which the Assessment and late fee, interest, costs of collection and attorney's fees are unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such Assessment and late fee, attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the Assessment and late fee as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorney's fees and court costs in connection with any appeal of any such action. It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments and late fees hereunder.

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The provisions set forth in this section shall not apply to the Developer for so long as the Developer owns any portion of the Property.

Section 11. Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, late charges (subject to the limitations of Florida laws), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first mortgage of an Institutional Lender upon any Lot. In addition, the lien of assessments, including interest, late charges (subject to the limitation of Florida laws), and costs (including attorneys' fees) provided for herein, shall be subordinate to a mortgage held by Developer upon the Property, or any portion thereof, or any interest therein. The sale or transfer of any Lot or parcel of land shall not affect the Assessment lien, which is effective and shall relate back to the date on which the original Declaration was recorded. However, the sale or transfer of any Lot or ~~Other~~ Parcel pursuant to judicial or non-judicial foreclosure of a first mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer for any first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage, if such first mortgagee or their successor or assign takes title to a Lot or Other Parcel by foreclosure or by deed in lieu of foreclosure, in which case their liability for unpaid assessments is limited as provided below. No sale or transfer shall relieve such Lot or ~~Other~~ Parcel from lien rights for any Assessments thereafter becoming due. Where the first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage of record obtains title to a Lot or Other Parcel of Property by foreclosure or by deed in lieu of foreclosure, it shall not be liable for the Assessments chargeable to such Lot or Other Parcel of Property which became due prior to the acquisition of title to such Lot or Other Parcel of Property by such acquirer except to the extent provided for in Section 720.3085, Florida Statutes, as amended from time to time. Such unpaid Assessments shall be deemed to be an Assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Likewise, where a mortgage is held by the Developer upon the Property, or a portion thereof, and the Developer or other purchaser obtains title, its successors and assigns shall not be liable for the Assessments by the Association chargeable to the Property, or a portion thereof, which become due prior to the acquisition of title to the Property, or portion thereof, by such acquirer. Such unpaid Assessments shall be deemed to be an Assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Amending Article IX, Section 7 of the Declaration to read as follows:

ARTICLE IX.
GENERAL RESTRICTIVE COVENANTS

Section 7. Signs. One sign of not more than one square foot may be used to indicate the name of the resident and/or house number. No sign of any kind shall be displayed to the public view on the Property, without the prior written consent of the ACB; provided that the Developer, so long as it has not sold all of its Lots in the Property, shall retain the right to disapprove any signs displayed to the public view. Notwithstanding the foregoing, this Section shall not apply to the Developer for as long as it holds title to any portion of the Property. The ACB may adopt guidelines for signs, including, but not limited to, requiring uniform "for sale" and "for lease" signs from a designated vendor.

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Amending Article IX, Section 11 of the Declaration to read as follows:

ARTICLE IX.
GENERAL RESTRICTIVE COVENANTS

Section 21. Leasing. No lease shall be entered into for less than a ~~twelve (12)~~ seven (7) month period, and all leases must be in writing. Owners shall provide to the Association the Owner's current mailing address, together with the names of those residing on the Lot. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing on his Lot, and for all guests, and invitees of the Owner of any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, ~~or of the Bylaws, or the Rules and Regulations~~ by a resident of any Lot, or any guest or invitee of an Owner or any resident of a Lot, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

With respect to any tenant or any person present on any Lot or any portion of the Property, other than an Owner and the members of his immediate family permanently residing with him in the Lot, if such person shall materially violate any provision of this Declaration, the Articles, of the Bylaws, or the Rules and Regulations or be a source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner, and the Association may collect such Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

.....

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CERTIFICATE OF AMENDMENT

I, the undersigned, hereby certify that this Amendment was adopted by at least two-thirds of the total votes of the Association present in person or by proxy at a duly noticed Members' meeting at which a quorum was present held on July 22 2014 at which 587 votes were cast in favor of amending Article VI, Sections 10 and 11 of the Declaration and 40 were cast against; 579 votes were cast in favor of amending Article IX, Section 7 of the Declaration and 49 were cast against; and, 566 votes were cast in favor of amending Article IX, Section 21 of the Declaration 59 were cast against, with all three votes constituting at least two-thirds of the total votes of the Association in favor of the amendments.

**CASCADES OF GROVELAND
HOMEOWNERS' ASSOCIATION, INC.**

By: James Bowen
James Bowen, President
2180 W SR 434, Ste. 5000
Longwood, FL 32779

Attest: Janice Gundersen
Janice Gundersen, Secretary
2180 W SR 434, Ste. 5000
Longwood, FL 32779

STATE OF FLORIDA
COUNTY OF Lake

This Fifth Amendment to the Declaration of Restrictions was acknowledged before me this 28th day of August, 2014, by James Bowen, as President of the Association.

Susan Anderson
Notary Public
Stamp or Seal:



STATE OF FLORIDA
COUNTY OF Lake

This Fifth Amendment to the Declaration of Restrictions was acknowledged before me this 28th day of August, 2014, by Janice Gundersen as Secretary of the Association.

Susan Anderson
Notary Public
Stamp or Seal:



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IN THE CIRCUIT COURT OF THE FIFTH
JUDICIAL CIRCUIT, IN AND FOR LAKE
COUNTY, FLORIDA

STEPHEN W. CLUNEY and DONNA
L. CLUNEY, as Trustees of the Cluney
Family Trust, dated September 15,
2000,

Plaintiffs,

vs.

THE CASCADES OF GROVELAND
HOMEOWNERS' ASSOCIATION,
INC., a Florida not-for-profit
corporation, in its capacities as the
subdivision's mandatory membership
association and as the representative of
its collective membership, and MFS
CASCADES, LLC, a Delaware Limited
Liability Company

Defendants.

CASE NO.: 2010 CA 004156

2011 JUL 13 PM 4:37
CLERK OF CIRCUIT
AND COUNTY COURT
LAKE COUNTY
FLORIDA

AGREED ORDER OF FINAL JUDGMENT

Pursuant to the agreement of the parties, the following is adopted as the Final Order of this Court:

1. The Stipulated Agreement of the Parties, MFS Cascades, LLC, the Cascades of Groveland Homeowner's Association, Inc. and Stephen W. Cluney and Donna L. Cluney, Individually and as Trustees of the Cluney Family Trust, Dated September 15, 2000, (hereinafter the "AGREEMENT") which is attached hereto and incorporated by reference, is intended to reflect the binding, voluntary agreement of all present parties to the Declaration of Restrictions and Protective Covenants for the Cascades of Groveland.
2. Such AGREEMENT shall be filed and recorded in the Official Public Records of Lake County, Florida and shall amend, supplement, and supersede all such documents previously

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document filed in this office.

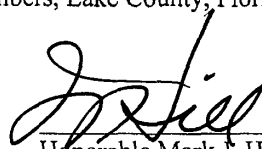


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filed and recorded relative to the Declaration of Restrictions and Protective Covenants for the Cascades of Groveland, as originally filed and recorded on April 15, 2005 at Official Records Book 02808, Pages 2344-2391 in the Public Records of Lake County, Florida, and all subsequent amendments, supplements and revisions thereof which have been separately filed and recorded.

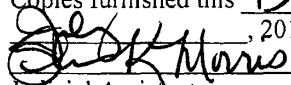
3. Pursuant to the agreement of all interested parties, the terms contained within this AGREEMENT, are valid and enforceable modifications to the original Declaration of Restrictions and Protective Covenants for the Cascades of Groveland as referenced in paragraph 2 herein, and shall be given the full force and effect of any other amendment, supplement or revision adopted pursuant to the procedure therefore, as set forth by the Declaration of Restrictions and Protective Covenants for the Cascades of Groveland recorded on April 15, 2005 at Official Records Book 02808, Pages 2344-2391 in the Public Records of Lake County, Florida.

DONE AND ORDERED in Chambers, Lake County, Florida on this 12 day of July, 2011.



Honorable Mark J. Hill
Circuit Court Judge

Conformed copies to:
Alan B. Taylor, Esquire
Michael LeRoy, Esquire
Robert Alden Swift, Esquire

Copies furnished this 13 day of July, 2011.


Judicial Assistant

STIPULATED AGREEMENT OF THE PARTIES, MFS CASCADES, LLC, THE CASCADES OF GROVELAND HOMEOWNER'S ASSOCIATION, INC. AND STEPHEN W. CLUNEY AND DONNA L. CLUNEY, INDIVIDUALLY AND AS TRUSTEES OF THE CLUNEY FAMILY TRUST, DATED SEPTEMBER 15, 2000

COME NOW the parties, MFS CASCADES, LLC (hereinafter "MFS"), THE CASCADES of GROVELAND HOMEOWNER'S ASSOCIATION, INC. (hereinafter the "HOA") and Stephen W. Cluney and Donna L. Cluney, individually and as Trustees of the Cluney Family Trust, Dated September 15, 2000, (collectively referred to hereinafter the "PARTIES"), and hereby enter into this stipulation and agreement as follows:

WHEREAS the Declaration of Restrictions and Protective Covenants for the Cascades of Groveland, attached hereto as Exhibit "A" and hereinafter referred to as the "DECLARATION," was adopted on or around March 7, 2005, and recorded on April 15, 2005 at Official Records Book 02808, Pages 2344-2391 in the Public Records of Lake County, Florida; and

WHEREAS the DECLARATION of Restrictions and Protective Covenants for the Cascades of Groveland was amended on or around April 27, 2005 and recorded on April 28, 2005 at Official Records Book 02820, Pages 0707 - 709 in the Public Records of Lake County, Florida, attached hereto as Exhibit "B"; and

WHEREAS the DECLARATION of Restrictions and Protective Covenants for the Cascades of Groveland was supplemented on or around June 28, 2005, and recorded on October 27, 2005 at Official Records Book 02989, Pages 2394-2398 in the Public Records of Lake County, Florida, attached hereto as Exhibit "C"; and

WHEREAS the DECLARATION of Restrictions and Protective Covenants for the Cascades of Groveland was supplemented on or about July 30, 2009 and recorded at Official Records Book 03801, Pages 386-394 in the Public Records of Lake County, Florida, attached hereto as Exhibit "D" and hereinafter referred to as the "SUPPLEMENTAL DECLARATION"; and

WHEREAS the DECLARATION of Restrictions and Protective Covenants for the Cascades of Groveland was amended on or around April 13, 2010, and recorded on April 26, 2010 at Official Records Book 03898, Pages 1493-1500 in the Public Records of Lake County, Florida, attached hereto as Exhibit "E"; and

WHEREAS, the DECLARATION of Restrictions and Protective Covenants for the Cascades of Groveland was amended on or around September 21, 2010 and recorded on October 7, 2010 at Official Records Book 03957, Pages 0471-474 in the Public Records of Lake County, Florida, attached hereto as Exhibit "F"; and

WHEREAS the PARTIES have a disagreement regarding the substance, effect, and enforceability of the SUPPLEMENTAL DECLARATION as more fully outlined by the Lake County Circuit Court case number 2010 CA 004156, styled *STEPHEN W. CLUNEY and DONNA L. CLUNEY, as Trustees of the Cluney Family Trust, dated September 15, 2000, Plaintiffs v. THE CASCADES OF GROVELAND HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, in its capacities as the subdivision's mandatory membership association and as the representative of its collective membership, and MFS, a Delaware Limited Liability Company, Defendants* (hereinafter the "CLUNEY CASE"), a copy of which is attached hereto as Exhibit "G";

The PARTIES, individually and on behalf of their trusts, Members, agents, employees, attorneys, servants and representatives, lien holders, parent, subsidiary and affiliated companies, and their successors, legal representatives and assigns hereby agree that such disagreements shall be modified, clarified, superseded or otherwise reconciled as follows:

I. Definitions

As used herein, these terms are defined as set forth by Exhibits "A" through "F," to include, but not to be limited to:

- **"Assessment"** shall mean and refer to those payments due pursuant to Article VI of the DECLARATION, whether General or Special, or a combination thereof.
- **"Association"** shall mean and refer to The Cascades of Groveland Homeowner's Association, Inc., a Florida corporation not-for profit.
- **"Board of Directors"** shall mean and refer to the Board of Directors of the Association.
- **"Common Areas"** shall mean and refer to the real property described in Exhibit "B" to the original DECLARATION, and any other interest in real property acquired by the Association and deemed Common Area either in the original DECLARATION, or any supplement or amendment thereto, together with any improvements on such property including without limitation any structures, off-street parking areas, street lights, and entrance features, but excluding any public utility installations thereon. Common areas shall also include all internal roads within the property.
- **"Completed House"** is a house that has been issued a certificate of occupancy or similar government approval.
- **"Developer"** shall mean and refer to MFS.
- **"Lot"** shall mean and refer to any of the 999 lots as shown or will be shown on the plats of The Cascades of Groveland, Phases 1, 2, 3, 4 and 5 recorded or to be hereinafter recorded in the Public Records of Lake County, Florida, and any Lot shown on any re-subdivision of said plats or any portion thereof.

- **“Member”** shall be defined as provided for in Article I, Section (m) and Article III, Sections 1 and 2 of the DECLARATION as well as Section 720.301(10), Florida Statutes.
- **“Other Parcel(s) of Property”** shall mean and refer to those parcels of property as defined by Article 1(n) of the DECLARATION as amended by the SUPPLEMENTAL DECLARATION.
- **“Outdoor Club Area Facilities”** shall mean and refer to those amenities and facilities generally depicted in the graphic illustration attached as Exhibit “H” and the general area behind the clubhouse previously designated as a golf course.

II. Agreement

- The PARTIES hereby agree that this Settlement Agreement settles all disagreements between the PARTIES raised in the CLUNEY CASE, including, but not limited to, any claims for attorney’s fees, court costs, voting rights and assessments and the past exercise and collection thereof.
- The PARTIES agree the SUPPLEMENTAL DECLARATION is valid, effective and in full force and effect as of the date of initial recordation.
- The PARTIES agree the SUPPLEMENTAL DECLARATION does not materially and adversely alter the proportionate voting interest appurtenant to a parcel, as each lot owner will have one vote out of the total number of lots subject to the DECLARATION upon completion of development.
- The PARTIES agree the SUPPLEMENTAL DECLARATION does not increase the proportion or percentage by which a parcel shares in the common expenses in contradiction to the DECLARATION or Chapter 720 of Florida Statutes based on MFS’ obligations contained in this Agreement.
- The PARTIES agree MFS’ share of the common expenses as contained in the SUPPLEMENTAL DECLARATION, and this Agreement, is based upon the state of development thereof, levels of services received by the applicable members, or other relevant factors relating to their Lots as outlined in F.S. 720.308(a).
- The PARTIES agree “other relevant factors” as contemplated in FLS 720.308(a) include MFS’ obligations contained in this Agreement.
- The PARTIES agree to entry of the Stipulated Judgment in the CLUNEY CASE, attached hereto as Exhibit “I”
- To the extent applicable, the PARTIES agree to execute the Stipulation for Dismissal with Prejudice of the CLUNEY CASE, attached hereto as Exhibit “J”.

III. Construction Costs

In exchange for the mutual promises made in this Agreement, MFS will continue with the planning, development and construction of the Outdoor Club Area Facilities, clubhouse and other club area facilities and amenities in accordance with the original DECLARATION, as

acknowledged in the Cascades Club Area Development Agreement executed July 6, 2010. MFS shall bear all "construction costs", which shall be at least six million (\$6,000,000.00) dollars. Construction Costs are defined as any and all amounts incurred or paid by MFS to independent third parties, i.e. persons other than MFS employees and companies other than MFS affiliates, subsidiaries, parent companies and partnerships, for work performed or materials provided in connection with the planning, design, permitting, construction, or repair of the club area facilities prior to the club turnover contemplated in Paragraph 6 of the Cascades Club Area Development Agreement. MFS agrees to allow the HOA to audit MFS construction costs on a monthly basis for construction of the club area facilities as the term "club areas" and "facilities" are defined by the Cascades Club Area Development Agreement.

In the event that MFS construction costs are less than six million (\$6,000,000.00) dollars, the difference shall be deemed a "shortfall" in the MFS contribution under this Agreement. If a shortfall occurs, MFS shall contribute the full amount of the shortfall by remitting one-third (1/3) of the shortfall to the HOA each year for the first three (3) full fiscal years of club area facilities operations. Commencement of club area facilities operations is the date provided for in the Cascades Club Area Development Agreement. The MFS shortfall payments shall be applied as follows:

1. During each full fiscal year of club area facilities operations, the club area facilities budget shall be calculated in advance based on the anticipated assessment contributions established herein. Each platted Lot without a Completed House shall be assessed an amount equal to forty percent (40%) of the full (100%) assessment for each Lot with a Completed House. Each acre of the Other Parcels of Property shall be assessed an amount equal to ten percent (10%) of the full (100%) assessment for each Lot with a Completed House.

2. The HOA shall assess and MFS agrees to pay, in addition to the MFS assessments paid pursuant to the SUPPLEMENTAL DECLARATION and Section 1, above, one-third (1/3) of the Agreement shortfall for each of the first three full fiscal years of club area facilities operations.

3. Each shortfall assessment paid by MFS shall offset and proportionally decrease the assessments levied against the Lots and each acre of the Other Parcels of Property, including but not limited to any Lots and Other Parcels of Property owned by MFS.

IV. Club Management

At all times, from now and hereafter, until MFS relinquishes all of its Developer Rights, MFS shall have the right and obligation to oversee the management and operation of the club area facilities. Such right and obligation shall pass to the HOA on such date as the last of the Developer Rights retained by MFS have been lawfully transferred or relinquished to the HOA or conveyed to other third parties.

Furthermore, while MFS shall have the right to oversee the management and operation of the club area facilities as referenced-above, the cost of this management shall not exceed the management fee established pursuant to management agreement between the HOA and

management company contracted to manage the clubhouse and club area facilities without the prior written consent of the HOA and management company, whose consent shall not be unreasonably withheld, conditioned or delayed.

Finally, upon the request of MFS, the HOA agrees to execute and maintain a management agreement relative to the rights and obligations of MFS as stated herein. However, any such management agreement shall obligate the management company to operate within the budgetary constraints set forth below.

V. Club Budget & Assessments

General. Upon completion of the club area facilities as provided for in the Cascades Club Area Development Agreement, the annual budget for the first full fiscal year of club area facilities operations and each year of operations thereafter shall not exceed the expected assessments for the associated full one (1) year period as provided for below.

Amenities. Assessments for club area facilities shall be as follows:

- On the first day of the first month after the date of completion of the Outdoor Club Area Facilities, less the previously designated golf course portion, and receipt of a final inspection of the Outdoor Club Area Facilities from the City of Groveland, each Lot with a Completed House shall be assessed twenty-one dollars (\$21.00) per month for the expenses relative to the operation, management and maintenance of the club area facilities. Each acre of the Other Parcels of Property will be assessed and pay two dollars and ten cents (\$2.10) per month, which is ten percent (10%) of the amount assessed against each Lot with a Completed House. To the extent that these assessments are insufficient to cover the budgeted or actual expenses relative to the operation, management and maintenance of the club area facilities, said deficit shall be apportioned equally amongst the platted Lots without Completed Houses.
- From the first day of the first month after the date of completion of the building that consists of the gyms, lockers, showers, indoor pool, etc, and the outdoor pool, cabana area and other affiliated Outdoor Club Area Facilities, which is first day of the first month after receipt of the final inspection and certificate of occupancy for the building and Outdoor Club Area Facilities from the City of Groveland and after the building and these Outdoor Club Area Facilities are fully operational and open to all eligible HOA Members, until the total Club Facility is completed as described in the following paragraph, assessments shall be increased from twenty-one dollars (\$21) per month per Lot with a Completed House to forty-seven dollars (\$47.00) per month per Lot with a Completed House. Each acre of the Other Parcels of Property shall be assessed and shall pay four dollars and seventy cents (\$4.70) per month, which is ten percent (10%) of the amount assessed against each Lot with a Completed House. Platted Lots without Completed Houses shall be assessed and shall pay eighteen dollars and eighty cents (\$18.80) per month, which is forty percent (40%) of the amount assessed against each Lot with a Completed House. To the extent that these assessments are insufficient to cover

the budgeted or actual expenses relative to the operation, management or maintenance of the club area facilities during the initial partial year of operations (if such opening does not coincide with the fiscal budget year), MFS shall pay any deficit incurred during this period.

- From the first day of the first month after the date the club area facilities clubhouse and other club area facilities buildings and improvements, less the previously designated golf course portion, receive a final inspection from the City of Groveland to the first day of the first month after the date the clubhouse and other club area facilities are fully operational and open to use by all eligible HOA Members, assessments shall be increased from forty-seven dollars (\$47) per month for each Lot with a Completed House to seventy-five dollars (\$75) per month per Lot with a Completed House for the expenses relative to the operation, management and maintenance of all of the club area facilities. Each acre of the Other Parcels of Property shall be assessed and shall pay seven dollars and fifty cents (\$7.50) per month, which is ten percent (10%) of the amount assessed against each Lot with a Completed House. Platted Lots without Completed Houses shall be assessed and shall pay thirty dollars (\$30.00) per month, which is forty percent (40%) of the amount assessed against each Lot with a Completed House. To the extent that these assessments are insufficient to cover the budgeted or actual expenses relative to the operation, management or maintenance of the club area facilities, said deficit shall be apportioned equally amongst the platted Lots without Completed Houses. This shall be for a maximum of two (2) monthly payments.
- From the first day of the first month after the date of opening of the clubhouse such that is fully operational and open to all eligible HOA Members to the completion of the first fiscal year of operation (if such opening does not coincide with the fiscal budget year), assessments shall be increased from seventy-five dollars (\$75) per month per Lot with a Completed House to one hundred twenty-one dollars (\$121.00) per month per Lot with a Completed House. Each acre of the Other Parcels of Property shall be assessed and shall pay twelve dollars and ten cents (\$12.10) per month, which is ten percent (10%) of the amount assessed against each Lot with a Completed House. Platted Lots without Completed Houses shall be assessed and shall pay forty eight dollars and forty cents (\$48.40) per month, which is forty percent (40%) of the amount assessed against each Lot with a Completed House. To the extent that these assessments are insufficient to cover the budgeted or actual expenses relative to the operation, management or maintenance of the club area facilities during the initial partial year of operations (if such opening does not coincide with the fiscal budget year), MFS shall pay any deficit incurred during this period.
- MFS shall bear any other costs of the remaining deficit to operate the Outdoor Club Area Facilities until such time as the full clubhouse and other club area facilities operation and management oversight is turned over to the HOA.
- Thereafter, MFS and the club area facilities management company agreed upon by MFS and HOA, shall set a club area facilities budget to be reviewed and approved by the HOA Board of Directors, which approval shall not be unreasonably withheld, conditioned, or

delayed. The club area facilities annual budget for any one (1) year period shall not exceed the expected assessments for the associated one (1) year period, the expected assessments shall be apportioned amongst the platted Lots and Other Parcels of Property and adjusted for bad debt expense as set forth herein, below, and MFS shall no longer have any responsibility to fund any budget deficit related to the Outdoor Amenities operation, management and/or maintenance other than its obligations to pay assessments pursuant to the DECLARATION and this Agreement.

Bad Debt Expense. The budget shall be discounted by five percent (5%) in order to account for homeowner delinquencies. Thus, the projected income from assessments levied against Lots with Completed Houses shall be ninety-five percent (95%). The percentages used to calculate Bad Debt Expense shall be reviewed on an annual basis when the overall assessments are projected, as referenced herein, below and adjusted as needed.

Assessment Apportionment. Assessments for each acre of the Other Parcels of Property owned by MFS, which is not platted into Lots, shall be assessed an amount equal to ten percent (10%) of the amount assessed to a Lot improved with a Completed House. Assessments for amenities of each platted Lot owned by MFS, which has not yet been improved by a Completed House, shall be assessed an amount equal to 40% of the amount assessed to a Lot improved with a Completed House.

Projections. Beginning on or about July 1, 2011 and annually each July 1 thereafter, the expected assessments for the following fiscal year shall be calculated based upon the legal status of each Lot as of that date.

Modifications. The amount of the annual assessment levied against each Lot with a Completed House for the cost of the club area facilities, one hundred twenty-one dollars (\$121.00) per month, may be adjusted, reduced, increased or otherwise modified with the written consent and agreement of the HOA and MFS in accordance with the Declaration.

VI. Other Agreements

Any repair or replacement expense for the amenities in excess of three thousand five hundred dollars (\$3,500.00) shall be considered a replacement reserve expense. Community replacement reserves shall be assessed and collected in accordance with the existing community assessment criteria set forth by the original DECLARATION of Restrictions and Protective Covenants for the Cascades of Groveland, recorded on April 15, 2005 in Official Records Book 2808, Pages 2344-2391 in the Public Records of Lake County, Florida and Chapter 720, Florida Statutes, as amended from time to time.

The HOA and MFS agree that if the third-party management company contracted by the HOA to manage the clubhouse and club area facilities fails to make the clubhouse facilities fully operational and available to the eligible HOA Members within 60 days of the first day of the first month after the date the clubhouse building receives a final inspection from the City of Groveland, the HOA may terminate that management company's contract and contract with

another clubhouse / club area facilities management company with approval of MFS, which approval may not be unreasonably withheld, conditioned, or delayed.

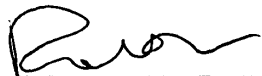
At all times, and as additionally outlined in the DECLARATION, from now and hereafter, until the last of the Developer Rights retained by MFS have been lawfully transferred or relinquished to the HOA or conveyed to other third parties, MFS shall have the right to operate a sales operation in the club facility. MFS agrees to contribute seventeen thousand five hundred dollars (\$17,500) per year to the HOA's reserve fund so long as it maintains a sales operation in the club facility.

As part of the Outdoor Club Area Facilities amenity completion, MFS shall grade and seed the previously designated golf course portion of the club amenity, at a minimum, and turn this over to the HOA as part of and at the same time as the other Outdoor Club Area Facilities. However, MFS may elect to further improve this portion of the club amenity beyond the grading and seeding contemplated above.

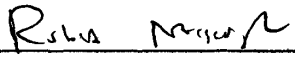
VII. The Cluney Case

The PARTIES in the CLUNEY CASE agree to take all steps necessary to cause the Stipulated Judgment attached as Exhibit I to be entered by the Court. In the event the Court rejects the Stipulated Judgment, and the PARTIES are not able to make alterations to the Stipulated Judgment that are acceptable to all of the PARTIES and the Court, the PARTIES agree to be bound by and abide by the terms of this Agreement and all PARTIES agree to execute the Stipulation for Dismissal with Prejudice for the CLUNEY case, attached hereto as Exhibit "J". Any of the PARTIES may file the Stipulation to Dismiss the CLUNEY CASE with prejudice, with all PARTIES bearing their own attorneys' fees and costs.

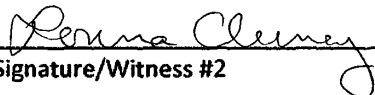
CLUNEY FAMILY TRUST DATED
SEPTEMBER 15, 2000



Signature/Witness #1



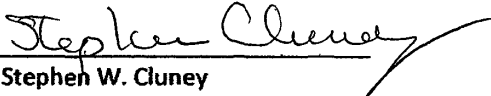
Printed Name/Witness # 1



Signature/Witness #2



Printed Name/Witness # 2

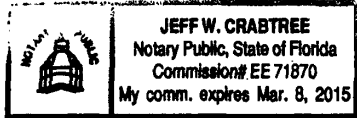
By: 

Stephen W. Cluney
Co-Trustee

RCX 0450 799 43 3340

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9 day of ^{June}~~May~~, 2011, by Stephen W. Cluney, as Co-Trustee of the Cluney Family Trust dated September 15, 2000, who produced a Florida driver's license and who did not take an oath.



[Signature]
Notary Public, State of Florida

Jeff Crabtree
Typed Name of Notary Public

My commission expires: 3/8/15

[Signature]
Signature/Witness #1

Robin [unclear]
Printed Name/Witness # 1

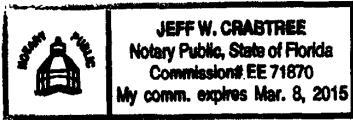
Stephen Cluney
Signature/Witness #2

Stephen Cluney
Printed Name/Witness # 2

By: Donna Cluney
Donna L. Cluney
Co-Trustee
FL2L C450172 SE 6040

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9 day of ~~May~~^{June}, 2011, by Donna L. Cluney, as Co-Trustee of the Cluney Family Trust dated September 15, 2000, who produced a Florida driver's license and who did not take an oath.



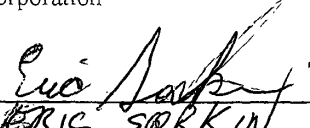
[Signature]
Notary Public, State of Florida

Jeff Crabtree
Typed Name of Notary Public

My commission expires: 3/8/15

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

THE CASCADES OF GROVELAND
HOMEOWNERS' ASSOCIATION, INC., a
Florida corporation

By: 
Name: ERIC SARKIN
Title: President

STATE OF FLORIDA)
COUNTY OF Lake) ss.:

The foregoing instrument was acknowledged before me this 3rd day of June, 2010 by Eric Sarkin, as President of The Cascades of Groveland Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

NOTARY SEAL

Notary: Marie Damato
Print Name: _____
Notary Public, State of Florida
My commission expires: Sept 13, 2012



STATE OF FLORIDA)
COUNTY OF _____) ss.:

The foregoing instrument was acknowledged before me this ____ day of _____, 2010 by _____ and _____ respectively, as _____ and _____ of SH Cascades, LLC, a Florida limited liability company, as managing member of MFS Cascades, LLC. They are personally known to me or have produced _____ as identification.

NOTARY SEAL

Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: _____

[Signature]
Signature/Witness #1

Peter Gillette
Printed Name/Witness # 1

[Signature]
Signature/Witness #2

Bertrand J. Bauer
Printed Name/Witness # 2

MSF CASCADES, LLC

By: [Signature]

Print Name: Jeffrey S. Gerst

Print Title: President

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 30th day of June, 2011, by Jeffrey S. Gerst as President of MSF Cascades, LLC, who produced a Florida driver's license and who did not take an oath.

[Signature]
Notary Public, State of Florida

Typed Name of Notary Public

My commission expires: _____

