

This Instrument Prepared by and
to be Returned to:
Elias N. Chotas, Esquire
Dean, Mead, Egerton, Bloodworth,
Capouano & Bozarth, P.A.
Post Office Box 2346
Orlando, Florida 32802-2346
(407) 841-1200

RECORDING FEES 52.50



SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF GRAND PARK

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF GRAND PARK (the "Second Amendment") is made, executed and effective as of the 2nd day of October, 2009, by RAINBOW SPRINGS, LIMITED, a Florida limited partnership ("Declarant").

RECITALS:

A. Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Grand Park on January 23, 2003, and caused the same to be recorded in Official Records Book 3396, at Page 1930, in the Public Records of Marion County, Florida, as subsequently amended by that certain First Amendment to the Declaration of Covenants, Conditions, and Restrictions of Grand Park dated July 9, 2003, and recorded on July 29, 2003, in Official Records Book 3479, at Page 1288, Public Records of Marion County, Florida (as amended, the "Declaration").

B. Declarant desires to amend certain provisions of the Declaration, all as more particularly set forth herein below.

NOW, THEREFORE, in consideration of the premises and of the benefits to be derived by the Declarant and accruing to the Property and Owners within Grand Park, Declarant hereby amends the Declaration as follows:

1. The recitals set forth above are incorporated herein by reference and made a part hereof as if fully set forth herein verbatim.

2. All capitalized terms not defined herein shall have the meaning set forth in the Declaration. The defined term "Declaration" shall mean the Declaration and this Second Amendment, together with all amendments and modifications thereof.

3. The first "Whereas" clause of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

WHEREAS: Declarant owns the property described herein and more particularly on Exhibit A attached hereto (hereinafter the "Property") and made a part hereof,

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and intends to develop the Property as one of the residential neighborhoods in The Village of Rainbow Springs, a community of various types of residential living units. The purpose of this declaration is to provide various use and maintenance requirements and restrictions in the best interest of the future owners of Residential Units within the Property and to protect and preserve the values of the Property. This declaration will also establish an association which will own, operate and maintain various portions of the Property and improvements constructed within the Property including, but not limited to roads, entry ways, signage, irrigation systems and all of the surface water management system and related facilities including easements, retention areas, culverts and related appurtenances for the Property. It will have the right to enforce the provisions of this declaration, and will be given various other rights and responsibilities including the levying and collecting of assessments.

4. Subparagraph (c) of Article I of the Declaration is hereby deleted in its entirety.

5. Subparagraph (g) of Article I of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

(g) "Club" shall mean and refer to Rainbow Springs Golf and Country Club, a semi-private, non-equity golf and country club facility owned and operated by the Club owner where Club members may participate in the sports of golf, tennis and other activities. The Club amenities and facilities of the Club are for the private use, entertainment and enjoyment of Club members and their guests. The golf course, country club, Club amenities and facilities do not and shall not constitute a part of the Common Areas or facilities of the Property or the Village of Rainbow Springs community. Membership in the Club does not confer upon its members any ownership or proprietary interest in the Declarant, the Club or its facilities, nor does it confer voting rights of any kind in the business and affairs of the Declarant or the Club owner. The privileges and obligations of the members of the Club are set forth in the Club's rules and regulations. Membership in the Club does not automatically entitle members to use and enjoy any other recreational facilities that may be located at the Property or the Village of Rainbow Springs community. The ownership of a Lot does not confer upon an Owner any interest in or right to use the golf course, country club or its facilities now or hereafter constructed or operated by the Declarant or any other party. Membership in the Association does not confer upon its Members any vested right or easement, prescriptive or otherwise, to use or to continue to use the golf course, country club and its facilities at this or any time, unless application for membership is made and accepted by the Club.

6. Subparagraph (h) of Article I of the Declaration is hereby deleted in its entirety.

7. Subparagraph (n) of Article I of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

(n) "Golf Membership" or "Golf Member" shall mean and refer to a specific membership in the Club which entitles the member to participate in the sport of golf at the Club, in addition to the right to use and enjoy the Club amenities and facilities at the Club. The privileges and obligations of the Golf Membership are set forth in the Club's rules and regulations.

8. The last sentence of subsection 5.1(a) of the Declaration is hereby deleted.

9. Section 5.14 of the Declaration is hereby deleted in its entirety.

10. Section 5.15 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

Section 5.15 Collection of Fees for Other Services. The Association is empowered to act as a collection agent for charges which are common to all Owners, including, without limitation, the basic cable television charge. Such fees shall be remitted to the Association by the Owners, together with the General Assessment, and then paid by the Association to the appropriate service provider. Such payments, however, shall continue to be the responsibility of the Owners and the Association shall not be liable to the service provider for the payment of same.

11. Section 6.2 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

Section 6.2 Enforcement. Failure to comply with such covenants, restrictions, rules or regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Association shall also have the right to suspend rights of use of the Common Areas as specified herein. In addition, the Club may also suspend the rights and privileges set forth herein for violation of its rules and regulations.

12. Section 10.5 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

Section 10.5 Amendment. In addition, but subject to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Declarant or, alternatively, by an instrument signed by the President of the Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by a vote of at least sixty percent (60%) of the Voting Interests at a meeting in which notice of the proposed amendment is provided, provided that so long as the Declarant is the Owner of at least five percent (5%) of the Property, the Declarant's consent must be obtained for such amendment. The foregoing sentence may not be amended.

Notwithstanding the foregoing, no provision hereof which is required to be included in this Declaration by Marion County, Florida or by SWFWMD shall be amended by the Declarant or the Association without the written consent or joinder of said County or Southwest Florida Water Management District as appropriate, by and through its duly authorized official and no amendment shall be made if same would clearly be contrary to the general scheme of development of the Property.

13. **Effect of Amendment; Effective Date.** Except as amended hereby, the Declaration remains unchanged. As amended hereby, the Declaration remains in full force and effect. This Amendment is effective as of January 1, 2010.

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to be executed as of the date first written above.

Signed, sealed and delivered in the presence of:

RAINBOW SPRINGS, LIMITED, a Florida limited partnership

By: RAINBOW FLORIDA, LLC, a Florida limited liability company, as its General Partner

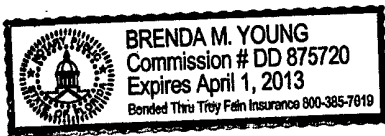
[Signature] D. Newman
[Signature] JT COLLINS

By: [Signature]
Thomas A. Clarke, Vice President

STATE OF FLORIDA

COUNTY OF Marion

The foregoing instrument was acknowledged before me this 2nd day of October, 2009, by THOMAS A. CLARKE, as Vice President of RAINBOW FLORIDA, LLC, a Florida limited liability company, on behalf of the Company in its capacity as the General Partner of, and on behalf of, RAINBOW SPRINGS, LIMITED, a Florida limited partnership. Said person did not take an oath and (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years as identification, or produced other identification, to wit:



[Signature]
Print Name: Brenda M. Young
Notary Public, State of Florida
Commission No.: DD 875720
My Commission Expires: April 1, 2013

JOINDER AND CONSENT

GRAND PARK COMMUNITY ASSOCIATION, INC. hereby consents to and joins in the execution of the foregoing Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Grand Park for the purpose of consenting to the amendments to the Declaration as set forth therein and to certify that the amendments set forth in the Second Amendment were duly adopted by a vote of at least sixty percent (60%) of the Voting Interests at a meeting for which notice of the proposed amendment was duly provided.

GRAND PARK COMMUNITY
ASSOCIATION, INC.

Attested to:

By: Amanda M Bennett
Amanda M Bennett, Secretary

By: John W. Wynne
John W. Wynne, President

STATE OF FLORIDA

COUNTY OF MARION

The foregoing instrument was acknowledged before me this 20 day of October, 2009, by John W. Wynne, as President of GRAND PARK COMMUNITY ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____

Richard A. Lemma
Print Name: RICHARD A. LEMMA
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____



JOINDER AND CONSENT

KASMARK, INC., a Florida corporation, hereby consents to and joins in the execution of the foregoing Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Grand Park for the purpose of consenting to the amendments to the Declaration as set forth therein and to evidence its consent to the elimination of the Amenity Maintenance Fee previously set forth in the Declaration as well as the rights of certain unit owners in the Club as set forth therein.

KASMARK, INC., a Florida corporation

Attested to:

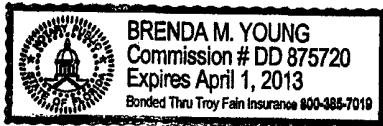
By: Katarzyna Lisa Cwik
Katarzyna K. Felie, Secretary

By: [Signature]
Mark Kaprelian, President

STATE OF FLORIDA

COUNTY OF Marion

The foregoing instrument was acknowledged before me this 2nd day of October, 2009, by MARK KAPRELIAN, as President of KASMARK, INC., a Florida corporation, on behalf of the corporation. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit:



Brenda M. Young
Print Name: Brenda M. Young
Notary Public, State of Florida
Commission No.: DD 875720
My Commission Expires: April 1, 2013