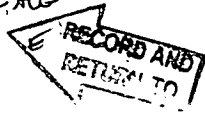


H. Michael Ellspermann
20702 W Pennsylvania Ave
Dunnellon, FL



DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
DATE: 10/15/2013 11:10:16 AM
FILE #: 2013106127 OR BK 05942 PGS 0287-0291

REC 44.00

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

**FOURTH AMENDMENT
TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR GRAND PARK
NORTH**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRAND PARK NORTH (the "Fourth Amendment") is made, executed and effective as of the 19th day of June, 2013, by the GRAND PARK NORTH COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation ("Association").

RECITALS:

Rainbow Springs Limited ("RSL") executed that certain Declaration of Covenants, Conditions, and Restrictions for Grand Park North on April 7, 2005, and caused the same to be recorded in Official Records Book 3998, at Page 274, in the Public Records of Marion County, Florida (the "Declaration"). Subsequently, RSL executed and entered into an Amendment dated September 29, 2005, recorded in Official Records Book 4193, at Page 1131, and a First Amendment to Declaration of Covenants, Conditions, and Restrictions for Grand Park North dated October 2, 2009, and recorded in Official Records Book 5275, at Page 1722, and a Third Amendment to Declaration of Covenants, Conditions and Restrictions for Grand Park North dated January 28, 2011, and recorded in Official Records Book 5482, at Page 1070, (the "Third Amendment") all in the Public Records of Marion County, Florida. Declarant's rights under the Declaration, as amended, were assigned by RSL to CCW of Marion County, LLC ("CCW") by instrument recorded in Official Records Book 5356, at Page 54, Public Records of Marion County, Florida. The Association, pursuant to Section 10.5 of the Declaration now desires to further amend the Declaration and, with the consent of the successor-in-interest to RSL, CCW of Marion County, LLC, as Declarant, and following a duly-called meeting of the membership of the Association at which in excess of sixty percent (60%) of the Voting Interests (as such term is defined in the Declaration) approved this Fourth Amendment, the Association does hereby further amend certain provisions of the Declaration as more particularly set forth hereinafter.

O0864444.1

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

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

2. Deletion of Third Amendment. The Third Amendment is hereby deleted in its entirety and is of no further force or effect.

3. Capitalized Terms. All capitalized terms not defined herein shall have the meaning set forth in the Declaration. The defined term "Declaration" shall mean the Declaration together with all amendments and modifications thereof.

4. Amendment of Section 9.3 of Declaration. The use restriction set forth in Section 9.3 of the Declaration prohibiting garage sales at the Property is hereby modified by inserting at the end of such Section 9.3 the following:

“Provided, however, the Association may, but shall not be obligated to, conduct or authorize its members to conduct garage sales, yard sales, estate sales or any other sales from their property (each a ‘Garage Sale’), provided that such sales occur no more frequently than once each calendar year and for a period of not more than three (3) consecutive days, on the following terms and conditions:

(a) The President of the Association must receive an application signed by Owners of Lots within Grand Park North, and a commitment of funds from such Owners who wish to conduct a Garage Sale to defray expenses, in number sufficient to justify to the Association the need for such Garage Sale.

(b) The Board of Directors of the Association may approve the date and level of participation, and establish such rules as the Board of Directors of the Association deems appropriate for the conduct of each Garage Sale.

(c) Prior, written consent of Declarant must be obtained by Association prior to establishing the date of each

such Garage Sale so long as Declarant owns five percent (5%) of the Property.”

5. Effect of Fourth Amendment. Except as amended hereby, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the Association, following the approval of the foregoing Fourth Amendment by affirmative vote of more than sixty percent (60%) of the Voting Interests at a meeting for which notice of the proposed Fourth Amendment was duly provided, has caused this Fourth Amendment to be executed as of the date first written above.

[SIGNATURE PAGES FOLLOW]

Signed, sealed and delivered in the presence of:

GRAND PARK NORTH COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation

Cara L. Caird

By: J. Timothy Collins
J. Timothy Collins, President

Rosalie J. Adler

Attested to:

By: Richard M. Levine
RICHARD M. LEVINE, Secretary

STATE OF FLORIDA

COUNTY OF MARION

The foregoing instrument was acknowledged before me this 19 day of August, 2013, by J. TIMOTHY COLLINS, as President of GRAND PARK NORTH COMMUNITY ASSOCIATION, INC., a Florida non-profit 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: J. Timothy Collins.



MARIE JANET PIGEON
MY COMMISSION # EE 159191
EXPIRES: February 3, 2016
Bonded Thru Budget Notary Services

Marie Janet Pigeon
Print Name: Marie Janet Pigeon
Notary Public – State of Florida
Commission No.: EE 159191
My Commission Expires: 2-3-2016

JOINDER AND CONSENT

CCW OF MARION COUNTY, LLC, a Florida limited liability company, pursuant to Section 10.5 of the Declaration, as amended hereby, acknowledges that it is the owner of at least five percent (5%) of the Property and a majority of the Lots comprising the Property and that it hereby joins in the foregoing Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions for Grand Park North for the purpose of consenting to the amendment to the Declaration as set forth therein.

CCW OF MARION COUNTY, LLC, a Florida limited liability company

By: *[Signature]*
Robert Whittington, Manager

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 19 day of August, 2013, by ROBERT WHITTINGTON, as Manager of CCW OF MARION COUNTY, LLC, a Florida limited liability company, on behalf of the company. 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: _____.

[Signature]
Print Name: CARMEN C. RIVERA
Notary Public – State of Florida
Commission No.: EE093397
My Commission Expires: 5-29-15

