

This instrument prepared by and return to:
Paul S. Quinn, Jr., Esq.
GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801
(407) 843-8880

LARRY WHALEY
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

8P

CL 2005272013 OR 2990/2568
DME Date 12/09/2005 Time 08:13:45

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF DORAL POINTE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DORAL POINTE ("Amendment") is made this 9th day of November, 2005 by America's First Home, LLP, a Florida limited liability partnership ("Declarant") whose address is 385 Douglas Avenue, Suite 3350, Altamonte Springs, Florida 32714.

WITNESSETH:

WHEREAS, Declarant currently owns real property located in Osceola County, Florida (the "Property"), which has been made subject to that certain Declaration of Covenants, Conditions and Restrictions of Doral Pointe (the "Declaration"), which Declaration was recorded in Official Records Book 2841, Page 2121, Public Records of Osceola County.

WHEREAS, pursuant to Article IV, Section 2(c) of the Declaration, the Declarant may add additional real property so that it is encumbered by the burdens and benefits of the Declaration.

WHEREAS, the Declarant wishes to add the property set forth in **Exhibit "A"** attached hereto and incorporated herein as additional property encumbered by the burdens and benefits of the Declaration (the "Additional Property"). The Additional Property shall become part of the subdivision known as "Doral Pointe."

WHEREAS, the purpose of this Amendment is to add the Additional Property to the Declaration.

NOW, THEREFORE, the Declarant hereby declares that the Additional Property described in **Exhibit "A"** shall become and be considered hereafter part of the "Property" as defined in the Declaration. The Additional Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the terms, easements, covenants, conditions, restrictions, reservations, liens and charges as set forth in the Declaration, as if such terms, easements, etc., were fully set forth in this Amendment. The terms and conditions of the Declaration shall be binding on all persons having or acquiring any right, title or interest in the Additional Property and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Additional Property.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to the Declaration as of the day and year first written above.

DECLARANT:

AMERICA'S FIRST HOME, LLP, a Florida limited liability partnership

By: Ronald E. Wilson
Ronald E. Wilson, President


WITNESSES:

Paul S. Quinn Jr.
Print name: Paul S. Quinn Jr.

Catherine Mori
Print name: Catherine Mori

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 9th day of November, 2005, by Ronald E. Wilson, as President of America's First Home, LLP, a Florida limited liability partnership. He is personally known to me or produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
 Catherine Mori
Commission #DD362941
Expires: OCT. 14, 2008
Bonded Thru Atlantic Bonding Co., Inc.

Catherine Mori
Signature of Notary Public

Catherine Mori
Print name of Notary Public
Notary Public State of Florida
My Commission Expires: Oct 14, 2008

EXHIBIT "A"**LEGAL DESCRIPTION OF DORAL POINTE - UNIT TWO**

The S.W. ¼ of the S.W. ¼ of Section 24, Township 26 South, Range 28 East, Osceola County, Florida and the S.E. ¼ of S.W. ¼ of Section 24, Township 26 South, Range 28 East, Osceola County, Florida and a portion of the North 660.00 feet of the N.W. ¼ of the N.W. ¼ of Section 25, Township 26 South, Range 28 East, Osceola County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of Section 25, Township 26 South, Range 28 East, Osceola County, Florida, run S 00°07'39" W, along the West line of the N.W. ¼ of the N.W. ¼ of said Section 25, 532.41 feet to the Northeasterly right of way line of Poinciana Boulevard; said point also being a point on a 1425.00 foot radius curve concave Northeasterly, run thence Southeasterly along said 1425.00 foot radius curve, thru a central angle of 03°42'51", an arc distance of 92.37 feet (Chord = 92.36 feet; Chord Bearing = S 32°40'16" E) run thence S 85°32'57" E, 622.06 feet; run thence S 89°40'30" E, 660.13 feet to the East line of said N.W. ¼ of the N.W. ¼ of said Section 25; run thence N 00°18'12" E, along said East line, 659.84 feet to the Southeast corner of the S.W. ¼ of the S.W. ¼ of Section 24, Township 26 South, Range 28 East, Osceola County, Florida; run thence S 89°57'06" E, along the South line of the S.E. ¼ of the S.W. ¼ of said Section 24, 1332.86 feet to the East line of the S.E. ¼ of the S.W. ¼ of aforesaid Section 24; run thence N 00°01'44" E, 1328.82 feet to the Northeast corner of said S.E. ¼ of S.W. ¼ of S.W. ¼; run thence N 89°57'37" W, along the North line of said S.E. ¼ of the S.W. ¼, 1323.91 feet to the Northeast corner of the S.W. ¼ of the S.W. ¼ of aforesaid Section 24; run thence N 89°56'11" W, along the North line of said S.W. ¼ of S.W. ¼, 1334.87 feet to the Northwest corner of the aforesaid S.W. ¼ of S.W. ¼ of Section 24; run thence S 00°18'41" W, along the West line of said S.W. ¼ of Section 24, 1327.77 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

Beginning at the Northwest corner of Section 25, Township 26 South, Range 28 East, Osceola County, Florida, run S 00°07'39" W, along the West line of the N.W. ¼ of the N.W. ¼ of said Section 25, 532.41 feet to the Northeasterly right of way line of Poinciana Boulevard; said point also being a point on a 1425.00 foot radius curve concave Northeasterly, run thence Southeasterly along said 1425.00 foot radius curve, thru a central angle of 03°42'51", an arc distance of 92.37 feet (Chord = 92.36 feet; Chord Bearing = S 32°40'16" E) run thence S 85°32'57" E, 622.06 feet; run thence S 89°40'30" E, 660.13 feet to the East line of said N.W. ¼ of the N.W. ¼ of said Section 25; run thence N 00°18'12" E, along said East line, 659.84 feet to the Southeast corner of the S.W. ¼ of the S.W. ¼ of Section 24, Township 26 South, Range 28 East, Osceola County, Florida; run thence S 89°57'06" E, along the South line of the S.E. ¼ of the S.W. ¼ of said Section 24, 1332.86 feet to the East line of the S.E. ¼ of the S.W. ¼ of aforesaid Section 24; run thence N 00°01'44" E, 1328.82 feet to the Northeast corner of said S.E. ¼ of S.W. ¼; run thence N 89°57'37" W, along the North line of said S.E. ¼ of the S.W. ¼, 276.86 feet; run thence S 00°03'49" W, 260.41 feet; run thence S 89°56'11" E, 277.02 feet to a point being 55.00 feet West of the aforesaid East line of the S.E. ¼ of the S.W. ¼ of said Section 24; run thence S 00°01'44" W, parallel to said East line, 373.00 feet; run thence S 45°02'46" W, 35.34 feet; run thence N 89°56'11" W, 63.96 feet to the point of curvature of a 25.00 foot radius curve, concave Northeasterly, run thence Northwesterly along said 25.00 foot radius curve thru a central angle of 89°57'53" and arc distance of 39.25 feet (Chord = 35.34 feet, Chord Bearing = N 44°57'15" W) to a point; run thence N 89°54'04" W, 50.00 feet to the point of curvature of a 25.00 foot radius curve concave Northwesterly; run thence Southwesterly along said 25.00 foot radius curve thru a central angle of 90°02'07" an arc distance of 39.29 feet (Chord = 35.37 feet; Chord Bearing = S 45°02'45" W) to the point of tangency; run thence N 89°56'11" W, 679.92 feet to the point of curvature of a 25.00 foot radius curve concave Northeasterly; run thence Northerly along said 25.00 foot radius curve thru a central angle of 90°15'02" an arc distance of 39.38 feet (Chord = 35.43 feet; Chord Bearing = N 44°48'40" W); run thence S 89°48'47" W, 50.00 feet to a point on a 25.00 foot radius curve, concave Northwesterly, run thence Southwesterly along said 25.00 foot radius curve thru a central angle of 90°45'06" an arc distance of 39.60 feet (Chord = 35.59 feet, Chord Bearing = S 45°41'24" W); run thence S 00°03'49" W, 50.00 feet; run thence N 89°56'11" W, 90.89 feet; run thence S 00°15'20" W, 277.50 feet; run thence S 89°56'11" E, 115.72 feet; run thence S 00°18'51" W, 122.61 feet to the point of curvature of a 25.00 foot radius curve concave Northwesterly, run thence Southwesterly along said 25.00 foot radius curve thru a central angle of 89°44'58" an arc distance of 39.16 feet (Chord = 35.28

feet, Chord Bearing = S 45°11'20" W) to the point of tangency; run thence N 89°56'11" W, 712.01 feet to the point of curvature of a 25.00 foot radius curve concave Northeasterly, run thence Northwesterly along said 25.00 foot radius curve thru a central angle of 90°15'02" an arc distance of 39.38 feet (Chord = 35.43 feet, Chord Bearing = N 44°48'40" W); run thence S 72°08'01" W, 52.63 feet; run thence N 00°18'51" E, 108.98 feet to the point of curvature of a 25.00 foot radius curve concave Southwesterly, run thence Northwesterly along said 25.00 foot radius curve, thru a central angle of 90°15'02" an arc distance of 39.38 feet(Chord = 35.43 feet, Chord Bearing = N 44°48'40" W) to the point of tangency; run thence N 89°56'11" W, 70.99 feet to the point of curvature of a 25.00 foot radius curve concave Southeasterly, run thence Southwesterly along said 25.00 foot radius curve thru a central angle of 89°44'58" an arc distance of 39.16 feet (Chord = 35.28 feet, Chord Bearing = S 45°11'20" W) to the point of tangency; run thence S 00°18'51" W, 125.41 feet; run thence S 75°34'13" W, 51.70 feet to a point on a 25.00 foot radius curve concave Northwesterly, run thence Southwesterly along said 25.00 foot radius curve thru a central angle of 90°00'00", an arc distance of 39.27 feet (Chord = 35.36 feet, Chord Bearing = S 45°18'51" W) to the point of tangency; run thence N 89°41'09" W, 182.00 feet to the point of curvature of a 25.00 foot radius curve concave Northeasterly, run thence Northerly along said 25.00 foot radius curve thru a central angle of 90°00'00", an arc distance of 39.27 feet (Chord = 35.36 feet, Chord Bearing = N 44°41'09" W); run thence N 89°41'09" W, 50.00 feet to a point on a 25.00 foot radius curve concave Northwesterly; run thence Southerly along said 25.00 foot radius curve, thru a central angle of 90°00'00" an arc distance of 39.27 feet (Chord = 35.36 feet, Chord Bearing = S 45°18'51" W) to the point of tangency; run thence N 89°41'09" W, 182.00 feet to the point of curvature of a 25.00 foot radius curve concave Northerly, run thence Northwesterly along said 25.00 foot radius curve thru a central angle of 46°33'37" an arc distance of 20.32 feet Chord 19.76 feet, Chord Bearing = N 66°24'21" W); run thence S 46°52'28" W, 105.49 feet; run thence N 89°41'09" W, 96.25 feet to the West line of the S.W. ¼ of the S.W. ¼ of said Section 24; run thence S 00°18'41" W, along said West line, 87.77 feet to the Point of Beginning.

Contains 55.43 acres more or less.

The above described property is also known as:

Tract "FF" according to the Plat of Doral Pointe as filed and recorded in Plat Book 18, Pages 3 and 4, Public Records of Osceola County, Florida.

This instrument prepared by and return to:
Paul S. Quinn, Jr., Esq.
GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801
(407) 843-8880

**JOINDER AND CONSENT OF MORTGAGEE TO FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF DORAL POINTE**

PUBLIC BANK, a Florida banking corporation, whose address is 1818 North John Young Parkway, Kissimmee, Florida 34741, being the holder of that certain Mortgage and Security Agreement in favor of Public Bank, in the original principal amount of \$3,294,000.00, recorded on January 27, 2004, in Official Records Book 2689, Page 1373, and modified by that certain Mortgage and Note Modification Renewal and Assumption Agreement recorded in Official Records Book 2689, Page 1428, as modified by that certain Notice of Future Advance, Mortgage and Note Modification Renewal and Spreader Agreement, dated September 29, 2005, recorded October 4, 2005, in Official Records Book 2914, Page 2581, all in the Public Records of Orange County, Florida (collectively, the "Mortgage"), hereby join in, consent, and subordinate the lien of their Mortgages to the filing of the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions of Doral Pointe.

[SIGNATURES ON FOLLOWING PAGES]

24th IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent this day of November, 2005.

Signed, sealed and delivered
in the presence of:

PUBLIC BANK

[Signature]
(Signature of Witness #1)

Karen McKinley
(Print Name of Witness #1)

[Signature]
(Signature of Witness #2)

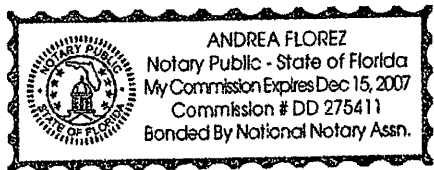
JOANNIE HOWELL
(Print Name of Witness #2)

By: [Signature]
Print Name: C. J. Bennett
Title: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 24th day of November, 2005, by Conrad Bennett, as Vice President of Public Bank.



AFFIX NOTARY STAMP

[Signature]
Signature of Notary Public
Print Notary Name:
12/15/07 ANDREA FLOREZ
My Commission Expires:
12/15/07

Commission No.: _____

- Personally known, or
- Produced Identification

Type of Identification Produced

This instrument prepared by and return to:
Paul S. Quinn, Jr., Esq.
GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801
(407) 843-8880

**JOINDER AND CONSENT OF MORTGAGEE TO FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF DORAL POINTE**

ORLANDO REAL ESTATE INVESTMENTS, LLP, a Florida limited liability partnership, whose address is 9220 Bonita Beach Road, Suite 109, Bonita Springs, Florida 34135, being the holder of that certain Mortgage and Security Agreement, in favor of Orlando Real Estate Investments, LLP, dated September 20, 2005, recorded October 4, 2005, in Official Records Book 2914, Page 2588, Public Records of Osceola County, Florida, (the "Mortgage"), hereby join in, consent, and subordinate the lien of their Mortgages to the filing of the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions of Doral Pointe.

[SIGNATURES ON FOLLOWING PAGES]

ORLANDO REAL ESTATE INVESTMENTS, LLP, a Florida limited liability partnership

By: [Signature]
Ronald E. Wilson, President


[Signature]
(Signature of Witness #1)
Jennifer Petrik
(Print Name of Witness #1)

[Signature]
(Signature of Witness #2)
Catherine Mori
(Print Name of Witness #2)

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 9th day of November, 2005, by Ronald E. Wilson, President of Orlando Real Estates Investments, LLP

NOTARY PUBLIC-STATE OF FLORIDA
 **Catherine Mori**
Commission # DD362941
Expires: OCT. 14, 2008
Bonded Thru Atlantic Bonding Co., Inc.

AFFIX NOTARY STAMP

[Signature]
Signature of Notary Public
Print Notary Name:
Catherine Mori
My Commission Expires:
Oct 14, 2008
Commission No.: DD362941
 Personally known, or
 Produced Identification
Type of Identification Produced