

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

2P

CL 2006072087 OR 3096/2134  
DLB Date 03/15/2006 Time 15:10:14

## SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DORAL POINTE

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DORAL POINTE ("Amendment") is made this 15<sup>th</sup> day of March, 2006 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 has recorded that certain Declaration of Covenants, Conditions and Restrictions of Doral Pointe, as filed in Official Records Book 2841, Page 2121, as amended by First Amendment filed in Official Records Book 2990, Page 2568, all in the Public Records of Osceola County (collectively, the "Declaration").

WHEREAS, the Declarant owns all of the property located in Doral Pointe and is entitled to amend the Declaration without the joinder of any other party, other than mortgagees.

WHEREAS, the Declarant desires to amend the Declaration as more particularly set forth herein.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Recitals. The above Recitals are true and correct and are hereby incorporated herein by reference.
2. Amendment to Article VI, Section 2. Article VI, Section 2 of the Declaration is hereby amended to add the following subparagraph (k):
  - (k) Maintenance of streetlights.
3. Amendment to Article VII, Section 13. Article VII, Section 13, the last sentence of the Declaration is hereby deleted.
4. Amendment to Article XIII, Section 5. Article XIII, Section 5 of the Declaration is hereby amended by adding the following provision at the end of that section:

Any amendment required by any state or local governmental agency, including, but not limited to the Osceola County or South Florida Water Management District shall be executed (i) prior to Turnover by the Declarant, and (ii) after Turnover, by the Association, without the need for the joinder by any other Owner or Mortgagee, or any other party. Such amendment shall be recorded in the Public Records of the

County where the Property is located. Such amendment required by any state or local governmental agency will be deemed to not materially or adversely affect Owners or other affected parties.

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

DECLARANT:

WITNESSES:

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


Catherine Mori  
Print name: Catherine Mori

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

Randy Jones  
Print name: RANDY JONES

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2006, 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

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 1P

CL 2006072088 OR 3096/2136  
DLB Date 03/15/2006 Time 15:10:14

**JOINDER AND CONSENT OF MORTGAGEE TO SECOND 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 Second Amendment to Declaration of Covenants, Conditions and Restrictions of Doral Pointe.

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

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

*Catherine Mori*  
(Signature of Witness #1)

Catherine Mori  
(Print Name of Witness #1)

*Randy Jones*  
(Signature of Witness #2)

RANDY JONES  
(Print Name of Witness #2)

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2006, by Ronald E. Wilson, President of Orlando Real Estates Investments, LLP

NOTARY PUBLIC-STATE OF FLORIDA  
**Catherine Mori**  
Commission #DD362941  
Expires: OCT. 14, 2008

AFFIX NOTARY STAMP

Thru Atlantic Bonding Co., Inc.

*Catherine Mori*  
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

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

CL 2006072089      DR 3096/2137  
DLB Date 03/15/2006      Time 15:10:14

**JOINDER AND CONSENT OF MORTGAGEE TO SECOND 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 Second Amendment to Declaration of Covenants, Conditions and Restrictions of Doral Pointe.

15<sup>th</sup> IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent this day of March, 2006.

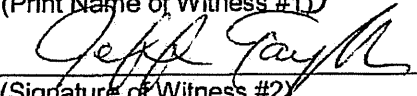
Signed, sealed and delivered  
in the presence of:

PUBLIC BANK



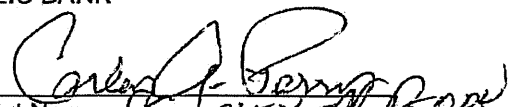
(Signature of Witness #1)  
Dawn McNaughton

(Print Name of Witness #1)



(Signature of Witness #2)  
Jeff Taylor

(Print Name of Witness #2)

By:   
Print Name: CARLEY A. PERRY  
Title: VICE PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF osceola

The foregoing instrument was acknowledged before me this 15 day of March, 2006, by  
Carley Perry, as Vice President of Public Bank.

Dawn McNaughton  
Signature of Notary Public  
Print Notary Name:

My Commission Expires: \_\_\_\_\_

AFFIX NOTARY STAMP



Commission No.: \_\_\_\_\_

Personally known, or  
 Produced Identification  
Type of Identification Produced \_\_\_\_\_