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LARRY WHALEY, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES 86.50

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

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DORAL POINTE

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DORAL POINTE ("Amendment") is made this 26 day of June, 2007, by America's First Home, LLP, a Florida limited liability partnership ("Declarant") whose address is 385 Douglas Avenue, Suite 3350, Altamonte Springs, Florida 32714 and joined by Henry C. Yates ("Additional Landowner"), whose address is 3825 Canoe Creek Road, St. Cloud, Florida 34772.

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, as further amended by Second Amendment filed in Official Records Book 3096, Page 2134, and further amended by Third Amendment filed in Official Records Book 3357, Page 528, all in the Public Records of Osceola County (collectively, the "Declaration").

WHEREAS, the Declarant is authorized to amend the Declaration pursuant to Article XIII, Section 5 of the Declaration.

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 I, Section 16. Article I, Section 16 of the Declaration is hereby amended to replace the phrase "the MSTU" with "Osceola County."
3. Amendment to Article V. Article V, entitled "Privacy Walls" is hereby deleted in its entirety and is amended as follows:

ARTICLE V
PRIVACY WALLS AND RETAINING WALLS

Section 1. Privacy Walls and Retaining Walls. The Declarant may construct walls, entry monuments signage or fences within the Property ("Privacy Wall", "Privacy Walls" or "Retaining Wall(s)"). A "Privacy Wall" shall hereinafter be defined as any wall or fence built by the Declarant, or later built by the Association, in any Common Area, easement, or elsewhere on the Property as a visual barrier, decorative or architectural feature, safety feature, or for any other reason at the sole discretion of the Declarant, or as a requirement of any municipality or governing authority. A "Retaining Wall" shall hereinafter be defined as any wall built by the Declarant, or later built by the Association, in any Common Area, Lot, easement, or elsewhere on the Property as a barrier, to work in conjunction with the Stormwater Management System to prevent or reduce flooding and facilitate drainage, or for any other reason at the sole discretion of the Declarant, or as a requirement of any municipality or governing authority.

Section 2. Maintenance of Privacy Walls and Retaining Walls. The Association shall be responsible for the maintenance of Privacy Walls and Retaining Walls.

Section 3. Easement of Privacy Wall and Retaining Wall. An easement is hereby created in favor of the Declarant and the Association for the construction, management, inspection, painting, maintenance and repair of Privacy Walls and Retaining Walls located within the Property. The easement shall extend five (5) feet into each affected Lot from the Privacy Wall or Retaining Wall. Entry upon a Lot by the Declarant of the Association, or its agents, as provided herein, may occur without notice and shall not be deemed a trespass.

4. Amendment to Article VI, Section 3. Article VI, Section 3, of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 3. Surface Water Management and Drainage. The surface water management and drainage system for the Property consists of a series of integrated systems throughout the Property. The surface water management and drainage system shall be developed, operated and maintained by Osceola County, in conformance with the requirements of South Florida Water Management District and/or any other controlling governmental authority. Osceola County shall maintain the entire surface water management and drainage system within the Property including, but not limited to, all lakes, canals, swale area, culverts, pipes, and related appurtenances regardless of location or whether owned by Osceola County. The MSTU shall maintain the storm water management ponds. An easement is hereby created over the Common Area in favor of Osceola County and the MSTU, including their agents or other designees, for the purposes stated herein.

5. Amendment to Article VII, Section 13. Article VII, Section 13, of the Declaration is hereby amended by adding the following provisions at the end of that section:

The MSTU's authorized purpose shall be for the repair, maintenance, and improvement of the storm water management ponds only. The Stormwater Management System will be maintained by Osceola County.

6. Amendment to Article XII, Section 1. Article XII, Section 1 of the Declaration is hereby amended to clarify that Osceola County is responsible for the operation and maintenance of the Stormwater Management System and the MSTU is responsible for the maintenance and repair of the storm water management ponds.

[SIGNATURES FOLLOW ON NEXT PAGE.]

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

WITNESSES:

Julie C. Hiner
Print name: JULIE C. HINER
Claudia E. Patti
Print name: Claudia E. Patti

DECLARANT:

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

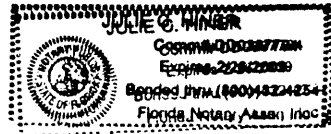
By: [Signature]
Jack Rostetter, President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 26 day of June, 2007, by Jack Rostetter, as President of America's First Home, LLP, a Florida limited liability partnership, who is personally known to me or who produced _____ as identification.

Julie C. Hiner
Signature of Notary Public

Julie C. Hiner
Print name of Notary Public
Notary Public State of Florida
My Commission Expires: _____



WITNESSES:

Julie C. Hiner
Print name: JULIE C. HINER

Claudia E. Patti
Print name: Claudia E. Patti

ADDITIONAL LANDOWNER:

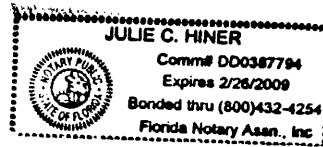
Henry C. Yates
Henry C. Yates

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 26 day of June, 2007, by Henry C. Yates, who is personally known to me or who produced FL DRIVERS LICENSE as identification.

Julie C. Hiner
Signature of Notary Public
Print Notary Name:
JULIE C. HINER
My Commission Expires: _____
Commission No.: _____

AFFIX NOTARY STAMP



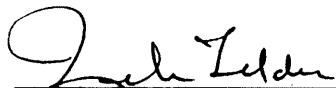
This instrument prepared by and return to:
Paul S. Quinn, Jr., Esq.
GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801
(407) 843-8880

**JOINER AND CONSENT OF MORTGAGEE TO FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF DORAL POINTE**

FLORIDA CHOICE BANK, successor by merger to 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 Osceola County, Florida (collectively, the "Mortgage"), hereby joins in, consents, and subordinates the lien of its Mortgages to the filing of the foregoing Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Doral Pointe.

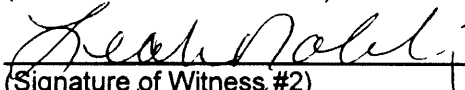
29th IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent this day of June, 2007.

Signed, sealed and delivered
in the presence of:



(Signature of Witness #1)
Rebecca Felder


(Print Name of Witness #1)



(Signature of Witness #2)
Leah Nobling

(Print Name of Witness #2)

FLORIDA CHOICE BANK, successor by
merger to PUBLIC BANK, a Florida banking
corporation


By: _____
Print Name: Ricky S. Tomlin, III
Title: Executive Vice President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 29th day of June, 2007, by Riley S. Miles III as EVP of Florida Choice Bank, successor by merger to PUBLIC BANK, a Florida banking corporation.



AFFIX NOTARY STAMP

Rebecca Felder
Signature of Notary Public
Print Notary Name: Rebecca Felder
My Commission Expires: 2-17-2010
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 FOURTH 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 joins in, consents, and subordinates the lien of its Mortgage to the filing of the foregoing Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Doral Pointe.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent this 26 day of June, 2007.

Signed, sealed and delivered
in the presence of:

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

Julie C. Hiner
(Signature of Witness #1)

By: [Signature]
Name: BARRY E. FREY
Title: MANAGING PARTNER

Julie C. Hiner
(Print Name of Witness #1)

(CORPORATE SEAL)

Claudia E. Patti
(Signature of Witness #2)

Claudia E. Patti
(Print Name of Witness #2)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 26 day of June, 2007, by BARRY E. FREY, as MANAGING PARTNER of Orlando Real Estates Investments, LLP.

Julie C. Hiner
Signature of Notary Public
Print Notary Name:

JULIE C. HINER

My Commission Expires: _____

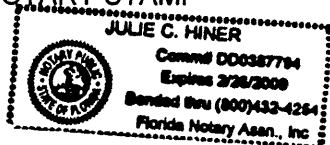
Commission No.: _____

Personally known, or

Produced Identification

Type of Identification Produced _____

AFFIX NOTARY STAMP



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

FLORIDA CHOICE BANK, a Florida banking corporation, whose address is 18055 U.S. Highway 441, Mount Dora, Florida 32757, being the holder of that certain Real Estate Mortgage and Security Agreement, dated April 28, 2006, recorded May 2, 2006, in Official Records Book 3144, Page 2108, Public Records of Osceola County, Florida, together with the following associated documents: (i) Collateral Assignment of Leases and Rents recorded May 2, 2006, in Official Records Book 3144, Page 2118, Public Records of Osceola County, Florida, and (b) Financing Statement recorded May 2, 2006, in Official Records Book 3144, Page 2126, Public Records of Osceola County, Florida (collectively the "Mortgage"), hereby joins in, consents, and subordinates the lien of its Mortgage to the filing of the foregoing Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Doral Pointe.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent this 29th day of June, 2007.

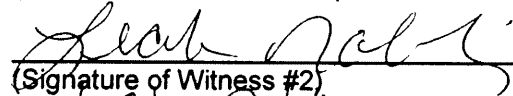
Signed, sealed and delivered
in the presence of:



(Signature of Witness #1)

Rebecca Felder

(Print Name of Witness #1)



(Signature of Witness #2)

Leah Adkins

(Print Name of Witness #2)

FLORIDA CHOICE BANK, a Florida
banking corporation

By: 

Name: Riker S. Miles, III

Title: Executive Vice President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 29th day of June, 2007, by Riley S. Miles III, as EVP of Florida Choice Bank, a Florida banking corporation.



AFFIX NOTARY STAMP

Rebecca Felder
Signature of Notary Public
Print Notary Name:
Rebecca Felder
My Commission Expires:
2-17-2010
Commission No.: _____
 Personally known, or
 Produced Identification
Type of Identification Produced
