



INSTR 20040467058
 OR BK 07540 PG 3706 PGS=3
 MARTHA O. HAYNIE, COMPTROLLER
 ORANGE COUNTY, FL
 07/20/2004 02:37:34 PM
 REC FEE 27.00

This instrument prepared by
 and please return to:



Henry M. Cooper, Esquire
 Bogin, Munns & Munns
 2601 Technology Drive
 Orlando, Florida 32804

**FIRST AMENDMENT TO DECLARATION OF CONDITIONS,
 COVENANTS, EASEMENTS AND RESTRICTIONS
 FOR
 ESTATES AT WINDERMERE**

THIS FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS AND RESTRICTIONS FOR ESTATES AT WINDERMERE (“**Amendment**”) is made and entered into as of this 2ND day of JULY, 2004 by the Estates At Windermere Homeowners’ Association, Inc., a Florida non-profit corporation (“**Association**”).

RECITALS:

A. On May 10, 1995, Park Square Enterprises, Inc., a Florida corporation (“**Declarant**”) executed that certain Declaration Of Conditions, Covenants, Easements And Restrictions For Estates At Windermere dated May 10, 1995 and recorded on May 19, 1995 in Official Records Book 4894, Page 218, of the Public Records of Orange County, Florida (“**Declaration**”).

B. Declarant has caused the Association to be formed for the purpose of accepting and assuming the powers, rights, and duties of owning, maintaining, and administering the Common Area and Properties (as defined in the Declaration) and enforcing the covenants and restrictions created by the Declaration.

C. Pursuant to Article IX, Section 9.3 of the Declaration, the Association has the right to amend and/or modify the Declaration so long as any such amendment is signed by not less than a majority of the Lot Owners (as defined in the Declaration).

D. On or about June 10, 2004, a majority of the Lot Owners voted to amend the Declaration as set forth hereinafter.

E. The Association desires by the execution hereof to amend the Declaration as set forth hereinafter.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association hereby agrees to amend the Declaration as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

2. Conflict. In the event of a conflict between any term, condition and/or provision of this Amendment and any term, condition and/or provision of the Declaration, the term, condition and/or provision of this Amendment shall control.

3. Definitions. Each defined term in this Amendment has the meaning such term has in the Declaration unless specifically provided for in this Amendment otherwise.

4. Working Capital. Article V, Section 5.4 of the Declaration is hereby deleted in its entirety and replaced with the following provision:

5.4 Working Capital. Upon the closing of the sale or the occupation of a Residence, the buyer (or Owner) of such Residence shall pay to the Association an amount equal to three-fourths (3/4) of the annual assessment of the Association for such Lot, which amount shall be maintained in an account by the Association as working capital for the use and benefit of the Association. Said amount shall not be considered as advance payment of annual Assessments.

5. Annual Inspection. Article X, Section 10.3 of the Declaration is hereby deleted in its entirety and replaced with the following provision:

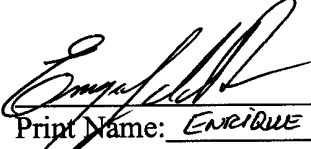

10.3 Periodic Inspection. The Association shall retain a Florida registered engineer who, using good engineering practices, shall every three (3) years inspect Ridgewind Way, Winder Bay Boulevard, and Coral Stone Court and review the maintenance thereof. In the event such registered engineer determines there are any needed repairs, such repairs shall be commenced by the Association within sixty (60) days following its receipt of the final engineering report of the registered engineer. Such repairs shall be completed as expeditiously thereafter as reasonably possible. Copies of the registered engineer's written report shall be submitted to Orange County within fifteen (15) days following delivery of such written report to the Association.

6. Ratification. Except as specifically set forth in this Amendment, the terms, provisions and conditions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

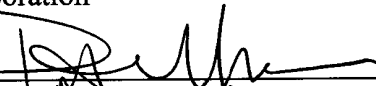
IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first written above.

Witnesses:



Print Name: ENRIQUE J. DE LA TORRE

Print Name: WALTER ABENDROTH

"Association"

Estates At Windermere Homeowners'
Association, Inc, a Florida non-profit
corporation

By: 
Name: DANIEL HUMPHRESS
Title: PRESIDENT

Daniel Humphress personally
appeared before me -

 Cindy Ciardi
My Commission CC984419
Expires September 07 2004

07-02-04

Cindy Ciardi
Notary Public

2007