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 MARTHA O. HAYNIE, COMPTROLLER
 ORANGE COUNTY, FL
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 REC FEE 27.00

Prepared by and return to:
 Dwight I. Cool, Esquire
 Pohl & Short, P.A.
 280 W. Canton Ave., Suite 410
 Winter Park, Florida 32789
 File No. 4993-1

**FIRST AMENDMENT TO DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR BROOKEHAVEN AT WATERFORD**

THIS AMENDMENT is made this 10 day of June, 2005, by BROOKEHAVEN AT WATERFORD HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Brookehaven at Waterford has been recorded in Official Records Book 5640, Page 109, Public Records of Orange County, Florida (the "Declaration"), pertaining to the property described therein; and

WHEREAS, the Association desires to amend the Declaration; and

WHEREAS, the requirements for this Amendment have been complied with in accordance with the terms and provisions of Section 15.2 of the Declaration;

NOW THEREFORE, the Association hereby amends the Declaration by adding the following provisions to the Declaration:

All leases will be in writing and will provide that the tenant agrees to abide by the terms and provisions of the Declaration, the Articles, the Bylaws, and any other document administered by the Brookehaven Homeowner's Association or the Waterford Chase Master Homeowner's Association. All leases will also provide the Brookehaven Homeowner's Association the right to terminate the lease with thirty (30) days notice to the Owner if the tenant fails to abide by the terms and provisions of any such document.

Units may only be leased in their entirety; no single room or a portion of a Unit may be leased at any time.

Prior to a tenant occupying a Unit, the Owner shall:

- a) provide the Brookehaven Homeowner's Association with a true and accurate copy of the executed lease, containing the provisions listed above;
- b) place in escrow with the Brookehaven Homeowner's Association the sum of \$750.00, which may be used by the Brookehaven Homeowner's Association to repair any damage to any property owned by the Brookehaven Homeowner's Association or the Waterford Chase Master Homeowner's Association that resides within the Brookehaven Village. Damage would include, but not be exclusive of, acts or omissions of any tenant of said Owner, as determined by the sole discretion of the Brookehaven Homeowner's Association. The Brookehaven Homeowner's Association shall not be required to pay any interest on any escrowed funds. The applicable Owner and tenant will be jointly and severally liable to the Brookehaven Homeowner's Association for any damages caused by the tenant. After the tenant vacates the Unit and the Brookehaven Homeowner's Association is notified by the Owner of this fact in writing, any amount in escrow, less an administrative fee of not more than \$50.00 shall be returned to the Owner.

The renting of Units for less than twelve (12) months is prohibited.

The renting of Units shall only be to one single family. Multiple non-family rentals are not permitted.

The Owner must provide to the Brookehaven Homeowner's Association their contact information, which must include their address and phone number. If a management company is involved in the leasing of a unit, their address, phone number, and point of contact must be provided to the Brookehaven Homeowner's Association. This information must be documented in the lease.

The names of all tenants, vehicles to be housed at the leased unit by the tenants and the license tags for the vehicles must be included in the lease.

IN WITNESS WHEREOF, this instrument has been executed as of the date first above written.

Witnesses:

[Signature]
Printed Name: Sheyla A. Rivera

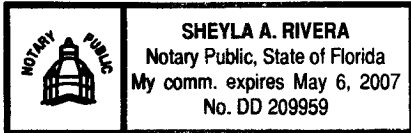
[Signature]
Printed Name: Kerri Dettmer

BROOKEHAVEN AT WATERFORD
HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: [Signature]
Printed Name: James Dettmer Jr
Title: President, Brookehaven at Waterford

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 10 day of July, 2005, by James Dettmer Jr., as President of BROOKEHAVEN AT WATERFORD HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/she [] is personally known to me or [X] has produced False as identification.



[Signature]
Notary Public (signature)
Sheyla A. Rivera
Typed/Printed name of Notary Public
Commission No. _____
My Commission Expires: _____