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 ORANGE COUNTY, FL
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Prepared by and Return to:
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**AMENDMENT TO THE
 DECLARATION OF CONDOMINIUM
 FOR
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM**

THIS AMENDMENT is made this 27th day of June, 2006, by Waterfall Cove at Winter Park Condominium Association, Inc., a Florida not-for-profit corporation ("Association").

RECITALS:

- A. Developer has subjected certain property to the condominium form of ownership as more fully described in the Declaration of Condominium for Waterfall Cove at Winter Park, a Condominium ("Declaration"), recorded in Official Records Book 8521, page 1299 of the public records of Orange County, Florida, as amended from time to time (referred to herein as "Declaration").
- B. Section 16.3 of the Declaration provides that the Declaration can be amended with the approval of sixty-six and two-thirds (66 2/3%) of the votes of the entire unit owners of the Association.
- C. This Amendment was approved according to Section 16.3 of the Declaration at a duly called meeting held on June 27th, 2006.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

- 1. Section 28 of the Declaration is hereby added as follows:

28.1 **LEAD PAINT** - Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. Developer has knowledge that lead based paint or lead based paint hazards may exist in the Unit or the Building. Developer has a report titled Renovation Asbestos Survey, prepared by Environmental Assessments + Consulting (EAC), September 15, 2005, that states the lead paint found on the Property or the Building is in good condition and contains levels of lead that are below United States Department of Housing and Urban Development (HUD) levels but above the Occupational Safety & Health Administration (OSHA) standards for construction

workers. Each Unit Owner acknowledges having been advised of the foregoing information and acknowledges having received the pamphlet "Protect Your Family from Lead in your Home." Inasmuch as each Unit Owner is provided with a fifteen (15) day rescission period pursuant to the Act, each Unit Owner hereby waives the opportunity to conduct a risk assessment or inspection for the presence of lead based paint or lead based paint hazards.

28.2 Each Unit Owner understands and agrees that certain portions of the Condominium Property, including some, but not all, of the Units, contain asbestos containing material (ACM), including, but not limited to, pipe insulation. In order to minimize the impact of the ACM which is not removed prior to sale and the potential harm that may result therefrom, the Association shall adopt an operations and maintenance plan in accordance with the specifications set forth in an operation and maintenance plan (the O&M Plan) established by the Board, together with a licensed asbestos consulting firm, from time to time. The O&M Plan shall be held in the office of the Association and made available to Unit Owners in accordance with the Bylaws. Each Unit Owner further understands and agrees that, in accordance with the O&M Plan, absolutely no penetration or other invasive disturbance shall be made to any portions of the Condominium Property that may contain ACM, without the prior written consent of the Board of Directors and that any, and all such penetration and/or other invasive disturbance, if first approved by the Board as set forth herein, shall be made in strict compliance with the O&M Plan requirements. Each Unit Owner shall be deemed to: (i) have assumed the risks associated with the ACM, and (ii) agrees that any use of the Unit in violation of the O&M Plan may increase the potential harm that may result from the ACM. Each Unit Owner releases the Seller, its partners, contractors, architects, engineers, and its and their officers, directors, shareholders, employees and agents, from and against any and all liability resulting from the (i) existence of the ACM, (ii) the failure to maintain the Unit and/or Common Elements in accordance with the O&M Plan, and/or (iii) any unauthorized or improper penetrations and/or other disturbances to the Unit.

28.3 Given the climate and humid conditions in South Florida, molds, mildew, spores, fungi and/or other toxins may exist and/or develop within the Unit, Building and/or the Condominium Property. Each Unit Owner is hereby advised that certain molds, mildew, spores, fungi and/or other toxins may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By executing and delivering this Agreement and closing, each Unit Owner shall be deemed to have assumed the risks associated with molds, mildew, spores, fungi and/or other toxins and to have released and indemnified Seller and Seller's affiliates from and against any and all liability or claims resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury and death to or suffered by the Unit Owner, pets, its family members and/or its or their guests, tenants, invitees or any other person). Without limiting the generality of the foregoing, leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, spores, fungi or other toxins. Each Unit Owner understands and agrees that Seller is not responsible for, and Seller hereby disclaims any responsibility for, any illness or allergic reactions, personal injury or death which may be experienced by Unit Owner, pets, its family members and/or its or their guests, tenants and invitees as a result of mold, mildew, spores, fungi or other toxins. It is solely each Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination. The thermostats in each Unit are an integral part of the Life Safety Systems and are intended to assist in monitoring the accumulation of moisture in the Units to prevent same from reaching levels which may accelerate the development of molds, spores or other natural growths which if allowed to accumulate may become toxic or otherwise create health risks. Each buyer understands and agrees that the thermostats may have recording and/or monitoring features which can report back to the Association the temperature settings and readings in the Units. The thermostats shall be operated and kept operable at all times and there shall be no alteration of or to the thermostats without the prior written approval of the Association. The Unit Owner's failure to operate at all times any thermostats installed in the Unit will contribute to the

development of molds, spores or other natural growths. It is solely the Unit Owner's responsibility to keep any thermostats installed in the Unit operable at all times.

28.4 Each Unit Owner is hereby advised that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of a Unit may vary by a nominal amount. Additionally, as a result of in the field construction, other permitted changes to the Unit and settling and shifting of improvements, actual square footage of a Unit may also be affected. Accordingly, during the pre-closing inspection, each buyer should, among other things, review the size and dimensions of the Unit. By closing, each buyer shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Developer does not make any representation or warranty as to the actual size, dimensions or square footage of any Unit, and each buyer shall be deemed to have fully waived and expressly released any such warranty and claim for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit.

28.5 The Building and the Improvements may constitute existing non-conforming uses, which could not necessarily be replicated in the event of a casualty or other circumstances requiring rebuilding. Accordingly, each Unit Owner agrees that there will be limitations on what may be reconstructed under such circumstances and on the number of units that may be reconstructed, and there is no assurance that the Building or Unit Owner's Unit may be restored. In the event the existing Improvements cannot be restored, the property insurance carried by the Association insures, subject to policy limitations and qualifications, the replacement cost of any new structure, or if a new structure is not built, the replacement cost less depreciation of the original Building. By executing and delivering a Purchase Agreement and closing, each Unit Owner for itself, its successors and assigns shall be deemed to have assumed the risks that the Building and Improvements may not be fully restored and to have fully waived and released any claim against the Developer as a result of the limitation on reconstruction resulting from current regulations.

28.6 Each Unit Owner understands and agrees that for some time in the future, it, and its guests, tenants and invitees may be disturbed by the noise, commotion and other unpleasant effects of nearby construction activity and as a result, each Unit Owner and its guests, tenants and invitees may be impeded in using portions of the Condominium Property by that activity. Because the Condominium is located in an urban area, demolition or construction of buildings and other structures within the immediate area or within the view lines of any particular Unit or of any part of the Condominium (the "Views") may block, obstruct, shadow or otherwise affect Views, which may currently be visible from the Unit or from the Condominium. Therefore, each Unit Owner, for itself, its successors and assigns, agrees to release Developer, its partners and its and their officers, members, directors and employees and every affiliate and person related or affiliated in any way with any of them ("Developer's Affiliates") from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against the Developer or Developer's Affiliates related to Views or the disruption, noise, commotion, and other unpleasant effects of nearby development or construction. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter, except as is expressly set forth herein.

2. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

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IN WITNESS WHEREOF, this Amendment to the Declaration of Condominium has been duly executed on this 27th day of June, 2006.

Signed, sealed and delivered

Waterfall Cove at Winter Park Condominium Association, Inc,
a Florida not-for-profit corporation

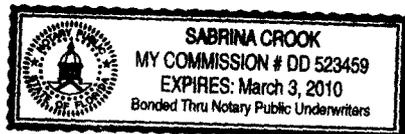
By: [Signature]
Print Name: Todd R. Palmer

By: [Signature]
Print Name: Keri D. Palmer
Its: Vice President

By: _____
Print Name: Keri D. Palmer

STATE OF FLORIDA
COUNTY OF Orange

The foregoing Declaration was acknowledged before me, this 22nd day of January 2006, by Todd R. Palmer, as a President of Waterfall Cove at Winter Park Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or _____ has produced _____ as identification.



[Signature]
Print Name: Sabrina Lynn Crook
Notary Public, State of Florida
My Commission Expires:
Commission No.: DD523459
(Notarial Seal)

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