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 Palm Beach County, Florida  
 Dorothy H Wilken, Clerk of Court  
 Pgs 1242 - 1246; (5pgs)

~~RETURN TO:~~ Prepared by:

Michael D. Joblove, Esq.  
 Genovese Joblove and Battista  
 100 Southeast Second Street  
 36<sup>th</sup> Floor  
 Miami, Florida 33131-2311

**AMENDMENT TO DECLARATION OF  
 COVENANTS, RESTRICTIONS AND EASEMENTS  
 FOR OLYMPIA**

Minto Communities, Inc., a Florida corporation (hereinafter the "Declarant") hereby amends the Declaration of Covenants, Restrictions and Easements for Olympia, as recorded on December 16, 2002, in Official Records Book 14541, Page 1085 of the Public Records of Palm Beach County, Florida (hereinafter the "Declaration").

1. The Master Common Areas are set forth in Exhibit C attached to the Declaration. In accordance with Article 2.3 of the Declaration, Declarant hereby withdraws a portion of the Master Common Areas. The Master Common Areas shall now consist of the property set forth on the attached Amended Exhibit C, and the Declaration is hereby amended accordingly.

2. Additionally, the full text of Article 3.3B is hereby amended as follows:

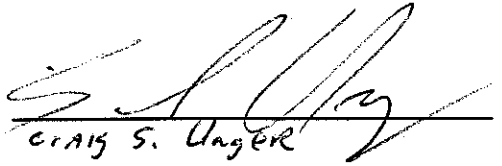
B. Once the Class B membership as described in Section 5.4 is terminated, Master Common Areas, or any portion thereof, shall not be mortgaged or transferred without the Master Association first obtaining the approval of not less than two-thirds (2/3) of the then existing votes of all Members. However, after termination of the Class B membership, the Board shall have the right to grant non-exclusive easements or use rights over the Master Common Areas in favor of any public utilities, local governmental authorities or other Persons for private purposes, without further consent of Members, so long as such easements do not materially and adversely affect the rights of Members to enjoy the Master Common Areas (as may be determined in the reasonable discretion of the Board). Prior to the termination of Class B membership, Declarant shall have the absolute right, without the consent of the Master Association or any other party, to grant any easements or other use rights, or otherwise transfer or mortgage Master Common Areas, to any Person. ~~In every instance, however, any interest~~ Any easement or mortgage rights so conveyed shall be subject to the provisions of this Declaration.

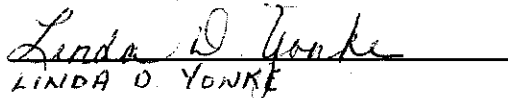
Founders Title  
 5100 West Copans Road  
 Suite 600  
 Margate, Florida 33063  
*wlc 108*

*(N)*  
*(M)*

3. This Amendment was approved by the Declarant who, as of the date of this Amendment, owns a portion of the Project, and therefore has the power to amend the Declaration in its own right.

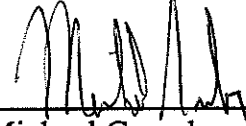
WITNESSES:

  
\_\_\_\_\_  
Craig S. Unger

  
\_\_\_\_\_  
Linda D. Yonke

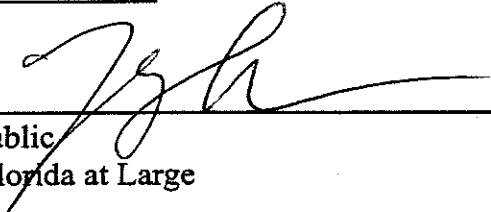
STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF BROWARD                )

MINTO COMMUNITIES, INC.,  
a Florida corporation,

By:   
\_\_\_\_\_  
Michael Greenberg, President

(Corporate Seal)

The foregoing instrument was acknowledged before me this 28 day of October, 2004, by Michael Greenberg, as President of Minto Communities, Inc., a Florida corporation. He is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

  
\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:

This instrument prepared by and returned to:  
Name: Harry Binnie  
Address: Founders Title  
5100 W. Copans Road, Suite 600  
Margate, Florida 33063

## CONSENT OF MORTGAGEE

The undersigned **BANK OF AMERICA, N.A.**, a national banking association, as Agent for itself and for **THE TORONTO-DOMINION BANK** (collectively the "Mortgagee"), the owner and holder of a certain Real Estate Mortgage, Assignment and Security Agreement dated as of March 27, 2001 and recorded in Official Records Book 12416, Page 832, together with First Mortgage Modification Agreement, dated November 30, 2001, filed of record July 10, 2002, in Official Records Book 13890, Page 1697; Public Records of Palm Beach County, Florida (as amended from time to time, the "Mortgage"), relating to the real property located in said County and more particularly described in the attached and foregoing Amendment to Declaration of Covenants, Restrictions and Easements (the "Amendment"), does hereby consent to the Amendment and acknowledge that the lien of the Mortgage on said property is subordinate to the provisions of the Amendment and that the Amendment shall survive any foreclosure of the Mortgage or deed in lieu thereof and shall be binding upon all persons and their successors in title claiming said property by, through or by virtue of the Mortgage; *provided, however*, that at no time before the Mortgagee becomes the owner of said property shall this Consent (i) obligate the Mortgagee to perform any of the obligations of the grantor or grantee contained in the Amendment, (ii) impose any liability on the Mortgagee for any failure by any other person(s) to perform such obligations, nor (iii) be deemed a limitation on the operation or effect of the Mortgage except as specifically set forth herein.

WITNESS the due execution hereof on behalf of the Mortgagee on Oct. 29<sup>th</sup>, 2004, to be effective as of the date of the Amendment.

Signed and delivered in the

**BANK OF AMERICA, N.A.**, a national banking association, for itself and as Attorney-in-Fact for **THE TORONTO-DOMINION BANK**, pursuant to the power of attorney contained in the Mortgage

presence of these witnesses:

Print Name: Harry Binnie

Print Name: COURTNEY KORENZ

By: [Signature]  
Name: Steven B. King  
Title: Vice President

Address: 150 East Palmetto Park Road, 8<sup>th</sup> Floor  
Boca Raton, Florida 33432

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of October, 2004 by Steven B. King as Vice President of **BANK OF AMERICA, N.A.**, a national banking association, as agent for itself and for **THE TORONTO-DOMINION BANK**. He/she is personally known to me or produced a \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

HARRY BINNIE  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION #DD153548  
EXPIRES 9/25/2008  
BONDED THRU 1-888-NOTARY1

Notary: [Signature]  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission expires: \_\_\_\_\_

AMENDED EXHIBIT "C"

LEGAL DESCRIPTION OF MASTER COMMON AREAS

TRACTS R-1, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, AND B-13, AS ALL ARE SHOWN ON OLYMPIA PLAT 1, AS RECORDED IN PLAT BOOK 93, PAGES 135 THROUGH 161 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

TRACTS B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10 AND B-11 AS ALL ARE SHOWN ON OLYMPIA-PLAT II, AS RECORDED IN PLAT BOOK 98, PAGES 1 THROUGH 24 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

TRACT B-4 AS SHOWN ON OLYMPIA PHASE I PARCEL "L" REPLAT, AS RECORDED IN PLAT BOOK 97, PAGES 107 THROUGH 111 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**AMENDED EXHIBIT "C"**

**LEGAL DESCRIPTION OF MASTER COMMON AREAS**

**LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:**

A PARCEL OF LAND LYING IN TRACT B-4, OLYMPIA PLAT 1, AS RECORDED IN PLAT BOOK 93, PAGES 135 THROUGH 161 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING IN SECTION 17, TOWNSHIP 44 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDED ON THE NORTH BY THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 882 (FOREST HILL BOULEVARD) AS DESCRIBED IN OFFICIAL RECORDS BOOK 5712, PAGE 1646 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID RIGHT-OF-WAY LINE LYING 52.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF TRACT 39, BLOCK 17, PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF SAID PUBLIC RECORDS, SAID RIGHT-OF-WAY LINE ALSO BEING THE NORTH BOUNDARY OF SAID OLYMPIA PLAT 1, AS RECORDED IN PLAT BOOK 93, PAGES 135 THROUGH 161 OF SAID PUBLIC RECORDS; BOUNDED ON THE SOUTH BY A LINE LYING 13.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 882 (FOREST HILL BOULEVARD) AND SAID NORTH BOUNDARY OF SAID OLYMPIA PLAT 1; BOUNDED ON THE EAST BY THE WEST LINE OF THE EAST HALF OF THE WEST TWO-THIRDS OF SAID TRACT 39, BLOCK 17, SAID LINE ALSO BEING THE BOUNDARY OF SAID OLYMPIA PLAT 1; BOUNDED ON THE WEST BY A LINE LYING 155.00 FEET WEST OF AND PARALLEL WITH SAID WEST LINE OF THE EAST HALF OF THE WEST TWO-THIRDS OF TRACT 39, BLOCK 17 AND SAID BOUNDARY OF SAID OLYMPIA PLAT 1.