

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

Return to
w/c/08
Prep by
Michael D. Joblove, Esq.
Genovese Joblove and Battista
100 Southeast Second Street, 44th Floor
Miami, Florida 33131-2311



CFN 20070431038
OR BK 22102 PG 1951
RECORDED 09/12/2007 09:42:00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1951 - 1954; (4pgs)

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

Minto Communities, LLC, a Florida limited liability company (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 full text of Article 4.1 R is hereby deleted in its entirety, and the following language is substituted in its place:

R. Boating, Fishing and Swimming. Although fishing in the lakes may be permitted, fishing shall not be permitted in any wetlands, wetland mitigation areas or buffer areas. However, notwithstanding anything contained herein to the contrary, an Owner shall only access the lakes from the "Lake Maintenance Easement" shown on the Plat or Additional Plat, if any, which immediately abuts the Owner's Dwelling Unit if the Owner's Dwelling Unit is a lake lot ("Lake Lot Owner"). If an Owner is not a Lake Lot Owner, or if a Lake Lot Owner wishes to access a different lake or another area of the same lake, access to the lake shall be exclusively from the Lake Maintenance Easement abutting a Master Common Area and such access shall be limited to the portion of the Lake Maintenance Easement and lake bank abutting the Master Common Area. If no portion of the Lake Maintenance Easement and lake bank abuts a Master Common Area, Owners other than Lake Lot Owners whose Dwelling Units abut the lake shall not be permitted access to that lake. In addition, no Owner shall be permitted access to or to fish in any Lake Maintenance Easement or lake bank area which immediately abuts a lake lot owned by another Owner.

Lake Lot Owners shall be permitted to operate non-motorized and electric watercraft in the lakes. No other persons shall be entitled to operate watercraft in the lakes. Notwithstanding the foregoing, the launching into and removal from a lake of any permitted non-motorized or electric watercraft by a Lake Lot Owner shall be limited to such Lake Lot Owner's lake lot and the Lake Lot Owner shall only access the lakes from the Lake Maintenance Easement which immediately abuts such Lake Lot Owner's lake lot. Watercraft shall be limited in size to eighteen feet (18').

No planting, fencing or other improvements, additions or modifications to the Master Common Areas surrounding the lakes is permitted. Swimming and the operation of motorized watercraft, other than electrically operated watercraft, in the lakes are prohibited. Watercraft and trailers shall not be stored on the lake banks or the Lake Maintenance Easement. Only watercraft which are permitted to be used within the lakes of the Project may be stored within the backyards of lake lots. In addition to the use of any Lake Maintenance

Easement by any Owner, as described above, the Lake Maintenance Easement is for the use of the Master Association, the County, the applicable water management district and any other governmental agency for access to the lakes for maintenance of the lakes and littoral plantings and other proper purposes. No removal or damage to littoral or wetland plantings is permitted.


Boating and fishing in any water bodies, and storage of any boats, within the Residential Property or Master Common Areas may also be subject to any Rules promulgated from time to time by the Board, or any governmental authority. Neither Declarant, the Master Association nor any of their officers, directors, committee members, employees, management agents, contractors or subcontractors (collectively, the "Listed Parties") shall be liable for any property damage, personal injury or death occurring in, or otherwise related to, any water body; all persons using the same do so at their own risk. All Owners and users of any portion of the Project shall be deemed, by virtue of their acceptance of the deed or use of any facility at the Project, to have agreed to release the Listed Parties from all claims for any and all changes in the quality and level of the water in such bodies. All persons are hereby notified that from time to time alligators and other wildlife may habitate or enter into water bodies within or nearby the properties and may pose a threat to persons, pets and property, but that the Listed Parties are under no duty to protect against, and do not in any manner warrant or insure against, any death, injury or damage caused by such wildlife.

2. The full text of Article 4.1 H is hereby deleted in its entirety, and the following language is substituted in its place:


H. **Signs.** No signs, advertisements, notices or other lettering (except signs that do not exceed one square foot indicating a Dwelling Unit's address and Owner's name(s) in front of a Dwelling Unit and which are approved by the ARC, or signs of reasonable size provided by a contractor for security services which are located within 10 feet from the entrance to the Dwelling Unit) shall be displayed on any portion of the Project (including but not limited to the Dwelling Units) unless the placement, content, form, size, lighting and time of placement of such sign is approved by the ARC (and complies with any design plan established by the ARC) and conforms to any governmental codes and regulations. The provisions of this Article 4.1 H shall not apply to the Declarant (or Affiliate), to Dwelling Units owned by Declarant (or Affiliate), or to signs placed by or at the direction of the Board of Directors.

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:



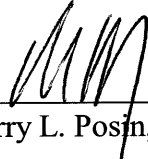
T.R. Beer



Harry Binnie

MINTO COMMUNITIES, LLC
a Florida limited liability company,

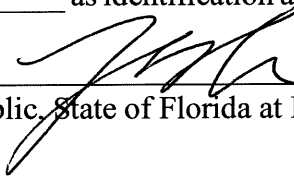
By:



Harry L. Postin, President

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 5 day of Sept., 2007, by Harry L. Posin, as President of Minto Communities, LLC, a Florida limited liability company. 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:

W:\J TO O\MINTO\OLYMPIA\OLYMPIA MASTER\AMENDMENT TO DECLARATION.4.1R AND 4.1H.DOC



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

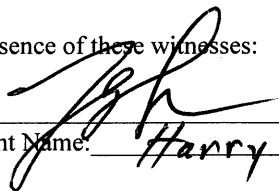
CONSENT OF MORTGAGEE

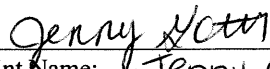
The undersigned **BANK OF AMERICA, N.A.**, a national banking association, as Agent for itself and for **THE TORONTO-DOMINION BANK** (collectively the "**Mortgage**"), the owner and holder of a certain Real Estate Mortgage, Assignment and Security Agreement dated as of March 27, 2001 and recorded in 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 for Olympia (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 September 7, 2007, to be effective as of the date of the Amendment.

Signed and delivered in the

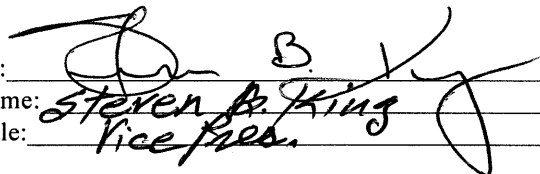
presence of these witnesses:


Print Name: Harry Binnie


Print Name: Jenny Gottlieb

STATE OF FLORIDA
COUNTY OF Palm Beach

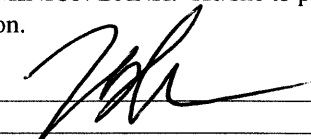
BANK OF AMERICA, N.A., a national banking association, for itself and as Attorney-in-Fact for THE TORONTO-DOMINION BANK, pursuant to the power of attorney contained in the Mortgage

By: 
Name: Steven B. King
Title: Vice Pres.

Address: 150 East Palmetto Park Road, 8th Floor
Boca Raton, Florida 33432

The foregoing instrument was acknowledged before me this 7 day of September, 2007 by Steve B. King as Vice Pres. 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]

Notary: 
Print Name: _____
Notary Public, State of Florida
My Commission expires: _____

cons.oly

