

Founders Title *w/c 108*
5100 West Copans Road
Suite 600
Margate, Florida 33063



CFN 20080153789
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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
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RETURN TO:
Michael D. Joblove, Esq.
Genovese Joblove and Battista
100 Southeast Second Street, 44th Floor
Miami, Florida 33131-2311

**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 text of Article 8.2L is hereby amended by the insertion of the underlined language indicated below:

L. Compliance with Permits and Approvals. It is acknowledged that in connection with the development of the Project various permits and approvals will be issued by various governmental and quasi-governmental authorities. If any permit or approval provides for continuing maintenance, monitoring, or other obligations, relating to the Master Common Areas or any other portions of the Project, the Master Association shall be responsible for same, and shall also be required to comply with any other governmental requirements relating to the Master Common Areas, unless otherwise permitted by the controlling governmental authorities. Declarant shall have the right to assign to the Master Association the obligation to comply with any permit or approval relating to the Project which provides for or contemplates continuing maintenance, monitoring, or other obligations, and any such assignment shall be binding on the Master Association, but regardless of any such assignment the Master Association shall be obligated to comply with any such continuing maintenance, monitoring, or other obligations (including but not limited to maintenance and performance bonds), unless any such obligations are assigned by Declarant to any other Person, or unless otherwise permitted by the controlling governmental authorities. The Master Association shall indemnify and hold Declarant harmless from any claims, damages, or losses or any kind or nature whatsoever relating the Master Association's failure to comply with its responsibilities hereunder after Declarant no longer appoints a majority of the directors of the Master Association. Notwithstanding anything contained herein to the contrary, if any Owner shall violate any permit or approval, which violation results in the Master Association incurring any expense or liability, such Owner shall be liable for any and all expenses incurred by the Master Association in connection therewith.

2. 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:

[Signature]
T. R. Beer
Laura LaFauci
Laura LaFauci

MINTO COMMUNITIES, LLC
a Florida limited liability company,

By: [Signature]
Harry L. Posin, President

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 15th day of February, 2008, 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
Laura LaFauci
Commission # DD749938
Expires: FEB. 13, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Laura LaFauci
Notary Public, State of Florida at Large Laura LaFauci

My Commission Expires: 2/13/2012

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 **WACHOVIA BANK, National Association, as Administrative Agent for BANK OF AMERICA, N.A.**, a national banking association; **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; as affected by Assignment of Note, Mortgage and Other Loan Documents, filed of record February 15, 2008, in Official Records Book 22446, page 1724; Financing Statement Form UCC-3, filed of record February 15, 2008, in Official Records Book 22446, page 1731; Amended and Restated Mortgage and Security Agreement, filed of record February 15, 2008, in Official Records Book 22446, page 1777; Financing Statement Form UCC-3, filed of record February 15, 2008, in Official Records Book 22446, page 1837; Financing Statement Form UCC-3, filed of record February 15, 2008, in Official Records Book 22446, page 1838; Absolute Assignment of Leases and Rents, filed of record February 15, 2008, in Official Records Book 22446, page 1839; and Assignment of Agreements Affecting Real Estate, filed of record February 15, 2008, in Official Records book 22446, page 1889, all of the 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 this 17 day of April, 2008.

Signed, sealed and delivered
in the presence of

Print Name: Harry Binnie

Natalie J Goldstein
Print Name: Natalie J Goldstein

**Wachovia Bank, National Association,
as Administrative Agent**

By: Joseph Magli

Name: Joseph Magli

Title: Sr. Vice Pres.

Address: 200 East Broward Boulevard, 2nd Floor
Ft Lauderdale, Florida 33301

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 17 day of April, 2008 by Joseph Magli as Sr. Vice Pres. of WACHOVIA BANK, National Association, as Administrative Agent. He/she is personally known to me or produced a as identification.

[NOTARIAL SEAL]

Notary: [Signature]
Print Name: _____
Notary Public, State of Florida

My Commission expires: _____



Harry Binnie
Commission # DD594712
Expires September 25, 2010
Bonded Tby Fain - Insurance, Inc. 800-385-7019