

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

W/C  
108



CFN 20100315311  
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Palm Beach County, Florida  
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RETURN TO:  
Michael D. Joblove, Esq. *prop by*  
Genovese Joblove and Battista  
100 Southeast Second Street  
44<sup>th</sup> 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. Section 6.13 is hereby amended as follows:

6.13 Working Capital Contribution

Upon the ~~first~~ conveyance of each Dwelling Unit ~~and completed residence~~ to any Person, other than (i) an Affiliate, (ii) a Builder, or (iii) an Institutional Mortgagee, acquiring title by foreclosure or deed in lieu of foreclosure, ~~the each~~ purchasing Owner shall pay to the Master Association a one-time, non-refundable sum ~~equal to One Hundred Dollars (\$100.00)~~, as a working capital contribution ("~~Contribution~~") ~~to the Master Association~~ "Contribution", equal to one-fourth of the amount of the Annual Assessment determined by the Board of Directors for the year in which the purchasing Owner acquired title to the Dwelling Unit. The Contribution shall not be considered an advance payment of Assessments and shall be placed in a working capital fund so that the Master Association will have funds available to ~~advance utility deposits and start-up expenses, including insurance premiums, as well as shortfalls in Operating Expenses~~ meet unforeseen expenditures (including but not limited to those resulting from shortfalls in operating revenues as a result of uncollected Assessments), or to acquire additional equipment or services for the benefit of the Members.

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:

*Laura LaFauci*  
Laura LaFauci  
*Janet J. Krall*  
Janet J. Krall

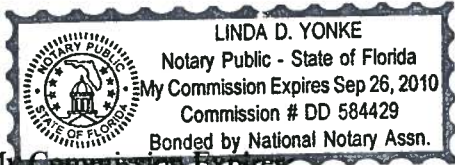
MINTO COMMUNITIES, LLC,  
a Florida limited liability company,

By:

*J. B. Traxinger*  
James B. Traxinger, Executive Vice President  
(Corporate Seal)

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 11 day of August, 2010, by James B. Traxinger, as Executive Vice 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.



Linda D Yonke  
Notary Public  
State of Florida at Large

My Commission Expires.  
2202-104#12

This instrument prepared by and returned to:

Name: Harry Binnie  
Address: Founders Title  
5100 W. Copans Road, Suite 600  
Margate, Florida 33063

## CONSENT TO AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR OLYMPIA

The undersigned WELLS FARGO BANK, N.A., successor -by-merger to WACHOVIA BANK, National Association, as Administrative Agent (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, First Amendment to Amended and Restated Mortgage and Security Agreement, filed of record January 8, 2010, in Official Records Book 23634, page 542, 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 terms thereof are and shall be binding upon the undersigned and its successors and assigns.

NOW, THEREFORE, the undersigned consents to the recordation of the Amendment.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Amendment, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of Olympia, and does not assume and shall not be responsible for any of the obligations or liabilities of the Declarant contained in the Amendment or other documents used in connection with the promotion of Olympia. None of the representations contained in the Amendment or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligations on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Consent this 15<sup>th</sup> day of August, 2010.

Signed, sealed and delivered

in the presence of:

Print Name: Katia S. Moore

Katia S. Moore  
Print Name: KATIA S. MOORE

**Wells Fargo Bank, N.A., successor-by-merger to  
Wachovia Bank, National Association,  
as Administrative Agent**

By: Beverly J. Matter  
Name: Beverly J. Matter  
Title: Vice President

Address: 401 E Jackson Street, Suite 1450  
Tampa, Florida 33602

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12 day of August, 2010 by Beverly J. Matter as Vice President of WELLS FARGO BANK, N.A., successor-by-merger to WACHOVIA BANK, National Association, as Administrative Agent. He/she is personally known to me or produced a \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: Janice K. Tice  
Print Name: Janice K. Tice  
Notary Public, State of Florida

My Commission expires: 4/27/13

