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Palm Beach County, Florida
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Return to
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Founders Title
5100 West Copans Road
Suite 600
Margate, Florida 33063

**AMENDMENT TO DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR SHAUGHNESSY VILLAGE**

Minto Communities, LLC, a Florida limited liability company (hereinafter the "Declarant") hereby amends the Declaration of Covenants, Restrictions and Easements for Shaughnessy Village, as recorded on January 18, 2005, in Official Records Book 18024, Page 396 of the Public Records of Palm Beach County, Florida.

1. The full text of the provision is amended as follows:

13.01. Approval. Lots shall not be leased without the prior written approval of the Association. The Association has the right to require that a substantially uniform form of lease be used, as approved by the Board. Any lease shall provide that the Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of this Declaration, the Master Covenants, or any applicable Rules duly adopted by the Board or the Master Association from time to time. No lease shall be for a period of less than six (6) months, and the proposed tenants shall consist of not more than two (2) persons per bedroom in any dwelling. No portion of a Lot (other than an entire Lot) may be rented, and Lots may only be rented to one Family at a time. Subleases of Lots are prohibited. Lots shall not be leased more than once in any six (6) month period. Notwithstanding the lease of an Owner's Lot, all liabilities of the Owner under this Declaration shall continue unabated. The Association must either approve or disapprove a lease within ten (10) days after the next Board meeting following submission of a complete and accurate request for approval, which request shall be accompanied by such information as the Board may reasonably require, including but not limited to a background check/investigation of tenant. If approved, a recordable Certificate of Approval shall be executed by the Secretary or other authorized agent of the Association at the expense of the tenant. If the Association fails to give the Owner written notice of its approval or disapproval of the proposed lease within the aforesaid period, the lease shall be deemed acceptable to the Association. Grounds for the Association's disapproval of a lease of a Lot may include an Owner's delinquency in the payment of an assessment at the time the approval is sought, and/or an unsatisfactory background check/investigation of the tenant, as determined by the Board in its sole discretion. The provisions of this Article 13 shall not be applicable to Declarant or any Affiliate designated by Declarant. Notwithstanding anything herein or any Rule to the contrary, Declarant as well as any Person approved in writing by Declarant, shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Lots owned by Declarant or such Person, as the case may be, for any period and under any terms to any tenants, purchasers or transferees without the consent of any Person, including the Association, being required. Notwithstanding any provision of this

Declaration to the contrary, the provisions of this Section 13.01 may not be amended without the consent of Declarant.

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:

MINTO COMMUNITIES, LLC,
a Florida limited liability company

Linda D. Yonke
LINDA D. YONKE

By: [Signature]
Harry L. Posin, President

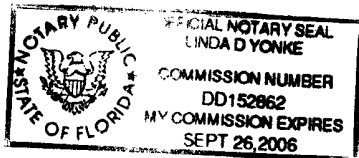
[Signature]
T.R. Beer

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 13th day of June, 2006, by Harry L. Posin, 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:



W:\J TO \MINTO\OLYMPIA\SHAUGHNESSY\AMENDMENT TO DECLARATION SHAUGHNESSY.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 "**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 for Shaughnessy Village (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 July 17, 2006, to be effective as of the date of the Amendment.

Signed and delivered in the

presence of these witnesses:

[Signature]
Print Name: Harry Binnie

[Signature]
Print Name: Natalie J Galstein

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: [Signature]
Name: Steven B. King
Title: Vice Pres.

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

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 17 day of July, 2006 by Steven 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]

HARRY BINNIE
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION #DD153548
EXPIRES 9/25/2006
BONDED THRU 1-888-NOTARY1

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

cons.oly