

Founders Title *w/c/08*  
5100 West Copans Road  
Suite 600  
Margate, Florida 33063



CFN 20080153793  
OR BK 22594 PG 0473  
RECORDED 04/23/2008 13:40:17  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0473 - 476; (4pgs)

**RETURN TO:** 

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

**SECOND 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 Article 13.01 is amended as follows:

Approval. Lots shall not be leased without the prior written approval of the Association. Additionally, any guests of Owner (other than members of Owner's family or those who reside on the Lot with Owner) who occupy the Lot for more than 60 consecutive days shall be required to sign an occupancy agreement with Owner, which shall be subject to the prior written approval of the Association. The Association has the right to require that a substantially uniform form of lease or occupancy agreement be used, as approved by the Board. Any lease or occupancy agreement shall provide that the Association shall have the right to terminate the lease or occupancy agreement upon default by tenant or guest 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~~. The proposed tenants or guests 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 or other occupancy 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 or occupancy agreement 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/guest. 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/guest. If the Association fails to give the Owner written notice of its approval or disapproval of the proposed lease or occupancy agreement within the aforesaid period, the lease or occupancy agreement shall be deemed acceptable to the Association. Grounds for the Association's disapproval of a lease of a Lot or occupancy agreement 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/guest, and/or tenant's/guest's failure to observe any of the provisions of this Declaration, the Master Covenants, or any applicable Rules duly adopted by the

Board or the Master Association, any or all of which 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:

*[Handwritten signatures]*  
\_\_\_\_\_  
JEN CF J BOYLA

MINTO COMMUNITIES, LLC,  
a Florida limited liability company

By: *[Handwritten signature]*  
\_\_\_\_\_  
Harry L. Posin, President

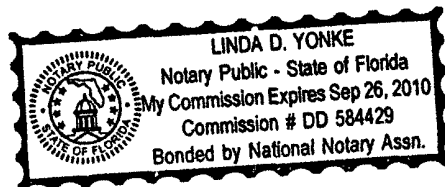
*[Handwritten signature]*  
\_\_\_\_\_  
Laura LaFauci

STATE OF FLORIDA )  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of April, 2008, 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.

*[Handwritten signature]*  
\_\_\_\_\_  
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

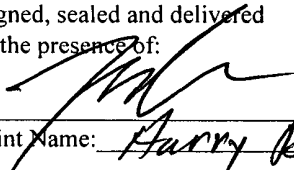
This is a copy of the original instrument.

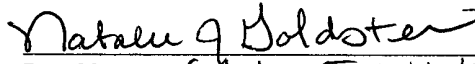
# CONSENT OF MORTGAGEE

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 Second 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 this 10<sup>th</sup> day of April, 2008.

Signed, sealed and delivered  
in the presence of:

  
Print Name: Harry Binnie

  
Print Name: Natalie J Goldstein

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

By:   
Name: Joseph Magli  
Title: Sr. Vice Pres

Address: 200 East Broward Boulevard, 2<sup>nd</sup> Floor  
Ft Lauderdale, Florida 33301

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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: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida

My Commission expires \_\_\_\_\_



**Harry Binnie**  
Commission # DD594712  
Expires September 25, 2010  
Bonded Tby Fdm Insurance, Inc. 889-986-7819

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This is not a certified copy