

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

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

**EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT**  
**SAINT LUCIE COUNTY**  
FILE # 3197684 04/23/2008 at 12:17 PM  
OR BOOK 2964 PAGE 2813 - 2816 Doc Type: REST  
RECORDING: \$35.50

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

Minto TownPark, LLC, a Florida limited liability company (hereinafter the "Declarant") hereby amends the Declaration of Covenants, Restrictions and Easements for TownPark, as recorded on November 28, 2006, in Official Records Book 2708, Page 1709 of the Public Records of St. Lucie 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:

MINTO TOWNPARK, LLC  
a Florida limited liability company,

Til Beer  
Laura LaFauci  
Laura LaFauci

By: Harry L. Posin  
Harry L. Posin, President

STATE OF FLORIDA        )  
  ) ss:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of February, 2008,  
by Harry L. Posin, as President of Minto TownPark, LLC, a Florida limited liability company. He is  
personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

My Commission Expires: 2/13/2012

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

NOTARY PUBLIC-STATE OF FLORIDA  
Laura LaFauci  
Commission #DD749939  
Expires: FEB. 13, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

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, the owner and holder of a certain Amended and Restated Mortgage and Security Agreement from MINTO TOWNPARK, LLC, a Florida limited liability company and MINTO COMMUNITIES, LLC, a Florida limited liability company in favor of WACHOVIA BANK, National Association, as Administrative Agent for: (i) WACHOVIA BANK, National Association, a national banking association dated February 14, 2008, filed of record February 15, 2008, in Official Records Book 2939, Page 83; Financing Statement Form UCC-1, filed of record February 15, 2008, in Official Records Book 2939, page 143; Absolute Assignment of Leases and Rents, dated February 14, 2008, filed of record February 15, 2008, in Official Records Book 2939, page 189; and Assignment of Agreements Affecting Real Estate, dated February 14, 2008, filed of record February 15, 2008, in Official Records Book 2939, page 239, all of the Public Records of St. Lucie 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 TownPark (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, 2<sup>nd</sup> 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: \_\_\_\_\_

