

W/C TAL - COUNTY for
NEW DOOR TITLE INSURANCE, LLC
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Coral Springs, FL 33065

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AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF COVENTRY

This First Amendment to Declaration of Covenants and Restrictions of Coventry ("Amendment") is made by Shelby Homes At Coventry, Inc., a Florida corporation ("DECLARANT" or "Shelby").

WITNESSETH:

WHEREAS, the COVENTRY residential community ("Community") was created pursuant to that certain Declaration of Covenants and Restrictions of Coventry as recorded on November 22, 2006, in Official Records Book 21111, Page 381, of the Public Records of Palm Beach County, Florida ("Declaration"); and the Declaration provided for the various use and maintenance requirements and restrictions all relative to the dwelling units to be constructed within the subject property and said Declaration established an ASSOCIATION to own, operate and/or maintain various portions of the property and improvements constructed within the property, among other things; and

WHEREAS, pursuant to the Declaration, it is acknowledged that in connection with the development of the subject property, various permits and approvals have been issued by various governmental and quasi-governmental authorities ("Governmental Authority", "Governmental Authorities" or "Institutions") which Governmental Authorities required the DECLARANT to post a bond or other form of monetary security instrument with such Institutions to secure the obligation on the part of the DECLARANT to construct various infrastructure improvements (i.e., roads, sidewalks, paths, lanes and walks, by way of example only) within, serving, or served by the subject property; and

WHEREAS, DECLARANT has already placed or posted bond(s) or other form of monetary security instruments with various Governmental Authorities which money or financial instruments cannot be released and returned back to the DECLARANT unless and until such time as the various Governmental Authorities have completed their respective inspection and approval processes all with respect to the above described improvements; and

WHEREAS, Shelby as the DECLARANT under the Declaration desires to provide for the ultimate fulfillment and completion of its obligation to construct the various infrastructure improvements described in and contemplated under the Declaration, and thereby enable itself to request and actually physically receive the return of any and all bonds and/or other monetary security instruments which have been posted with the various Governmental Authorities; and

WHEREAS, Shelby is desirous of performing and completing any and all of the obligations secured by any bond and/or other monetary security instrument previously provided by DECLARANT to any Governmental Authority so that the controlling Governmental Authority will not proceed or have the right to proceed against such bond or other monetary security instrument; and

WHEREAS, pursuant to Section 15.1 of the Declaration, the DECLARANT has the power to amend and make whatever changes it may deem necessary to the Declaration (without the consent of the ASSOCIATION or any OWNER), so long as the DECLARANT owns any portion of the SUBJECT PROPERTY; and

WHEREAS, the DECLARANT still owns a portion of the SUBJECT PROPERTY; and

WHEREAS, the DECLARANT now desires to amend Paragraph "3. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION" of the Declaration, and such change to Paragraph "3. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION" does not change the substitutive rights and obligations of either the DECLARANT or the ASSOCIATION in any material fashion, materially alter or modify the obligation or liability of the DECLARANT to construct the various infrastructure improvements described above, and, in fact, such change is minor in nature.

NOW, THEREFORE, Shelby, for itself and its successors, grantees and assigns, as DECLARANT of the Declaration, hereby declares as follows:

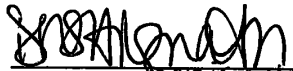
1. The foregoing recitals are true and correct and are hereby incorporated herein as if fully set forth hereinafter;
2. Paragraph "3. COMMON AREAS, DUTIES and OBLIGATIONS OF THE ASSOCIATION" is hereby amended to add a new Section 3.13 as follows:


"3.13. GRANT OF LICENSE TO USE AND EASEMENT IN FAVOR OF SHELBY SUBSEQUENT TO THE TIME DEVELOPER TRANSFERS CONTROL OF THE ASSOCIATION TO THE OWNERS FOR PEDESTRIAN AND VEHICULAR TRAFFIC. The ASSOCIATION does hereby unconditionally grant, transfer and convey the legal right to use (license) and easement to travel on, over, under, upon and/or across any and all property owned by the ASSOCIATION (including all COMMON AREAS) in favor of DECLARANT and its contractors, subcontractors, suppliers, and their respective agents and employees, for ingress and egress purposes and to complete the performance of its obligation(s) to construct infrastructure improvements as contemplated under the Declaration. This grant of legal authority (property right) shall be considered by all parties as well as local law enforcement a right to use (license) and an easement. In addition, DECLARANT reserves and shall have such right to use (license) and easement over, upon, across and under the SUBJECT PROPERTY as well as the COMMON AREAS, as may be reasonably required by DECLARANT in connection with the completion of its construction of infrastructure improvements so as to enable the DECLARANT to receive the return of any bond or monetary security instrument previously provided by DECLARANT to a Governmental Authority. Such right to use (license) and easement shall run with the land, cannot be unilaterally amended, modified or revoked by the Association and shall automatically expire ten (10) years from the date of this Amendment. To the extent required, all OWNERS and/or a holder of a mortgage and/or other lien upon a LOT and/or each owner of any other interest in the SUBJECT PROPERTY hereby irrevocably appoint the DECLARANT and/or the ASSOCIATION as their attorney-in-fact and agent for the foregoing purposes, all with respect to the above described grant of right to use (license) and easement and the ratification, consent to and confirmation of the same. The legal authority created under this paragraph shall remain in full force and effect regardless of whether (a) Shelby owns any property in the Community or (b) DECLARANT has transferred control of the ASSOCIATION to the OWNERS."

3. Except to the extent modified herein, the Declaration remains valid and in full force and effect.
4. In the event of a conflict between terms and provisions of the Declaration and this Amendment, the terms and provisions of this Amendment shall control.

IN WITNESS WHEREOF, Shelby Homes At Coventry, Inc., a Florida corporation, has caused these presents to be duly executed and its corporate seal affixed this 21 day of December, 2007.

WITNESSES:


Print Name: DENISE HISENRATH


Print Name: ALAN J. POLIN

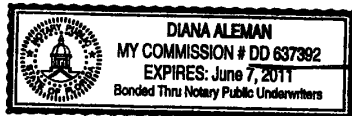
DECLARANT:

SHELBY HOMES AT COVENTRY, INC.
a Florida corporation

By: 
Robert L. Shelley, Its President

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 21 day of December, 2007, by Robert L. Shelley, as President of Shelby Homes At Coventry, Inc., a Florida corporation, on behalf of said corporation. He/she (☒) is personally known to me or () has produced _____ as identification.




NOTARY PUBLIC

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