



RETURN TO:

Prepared by
Michael D. Joblove, Esq.
Genovese Joblove and Battista
100 Southeast Second Street
36th Floor
Miami, Florida 33131-2311

06/06/2003 08:43:57 20030330623
OR BK 15331 PG 1665
Palm Beach County, Florida

Return to: *w/c*
Founders Title *108*
5100 West Copans Road
Suite 600
Margate, Florida 33063

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

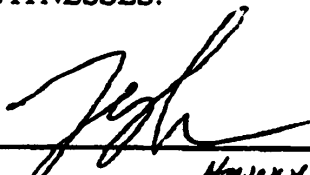
Minto Communities, Inc., a Florida corporation (hereinafter the "Declarant") hereby amends the Declaration of Covenants, Restrictions and Easements for Thomson Village, as recorded on April 25, 2003, in Official Records Book 15112, Page 1687 of the Public Records of Palm Beach County, Florida.

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

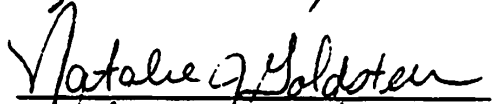
2.12 Drainage Easement. Declarant hereby reserves to itself and grants to the Association and the Master Association a perpetual non-exclusive easement across the rear 3 feet of each Lot to perform all services necessary to maintain and insure proper drainage, and to allow for proper drainage. Fencing, landscaping and other structures may be constructed across this easement property, as long as they do not impede drainage flow, adversely affect Lots, and are otherwise in conformance with the requirements of the Project Documents. Notwithstanding anything herein to the contrary and except as may be otherwise indicated on any recorded plat, this Section 2.12 shall not be applicable to and there shall be no drainage easement across the rear of any Lot where at least thirty (30)% of that Lot's rear Lot line abuts a water body or mitigation or preserve area.

2. This Amendment was approved by the Declarant who, as of the date of this Amendment, owns a portion of the Property, and therefore has the power to amend the Declaration in its own right.

WITNESSES:

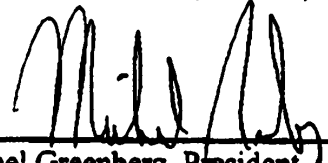


Harry Binnie



Natalie J Goldstein

MINTO COMMUNITIES, INC., a Florida corporation,


By: 

Michael Greenberg, President

(Corporate Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 3rd day of June, 2003, by Michael Greenberg, as President of Minto Communities, Inc., a Florida corporation. He is personally known to me or has produced _____ as identification and did take an oath.



Notary Public
State of Florida at Large

My Commission Expires:

HARRY BINNE
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION #0018848
EXPIRES 08/2005
BONDED THRU 1-888-NOTARY1

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 Thomson 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 June 3, 2003, to be effective as of the date of the Amendment.

Signed and delivered in the

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

presence of these witnesses:

Print Name: Harry Binnie

Print Name: Natalie J Goldstein

By: [Signature]
Name: Jane B Wood
Title: Vice President

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 3rd day of June, 2003 by June B Ward as Vice President 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]

Notary: [Signature]
Print Name: Harry Binnie
Notary Public, State of Florida
My Commission expires: 9-25-2006

HARRY BINNIE
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION #00122442
EXPIRES 9/25/2006
BONDED THRU 1-800-NOTARY1