AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SMITH FARM

Minto Communities, Inc., a Florida corporation, hereinafter called the "Declarant" hereby amends the Declaration of Covenants, Restrictions and Easements for Smith Farm, as recorded on September 30, 1996, in Official Records Book 9460, Page 1631 of the Public Records of Palm Beach County, Florida.

1. Article 4.1 J is deleted and the following text inserted in its place:

J. Automobiles Commercial Vehicles and Recreational Vehicles

The use or storage of automobiles, commercial vehicles and recreational vehicles shall be limited as follows:

(1) Definitions.

"Commercial Vehicle":

Any vehicle listed below which either has outside lettering displaying information identifying a business or other non-personal use of any kind or which is defined by reference to the Florida Statutes as a

(1) Truck;

(2) Truck/tractor;

(3) Semitrailer;

(4) Trailer;

(5) Tractor crane;

(6) Power shovel;

(7) Well driller and such other "off-road" vehicles so constructed and designed as a tool and not a hauling unit;

(8) Van;

(9) Bus;

(10) Ambulance;

(11) Wrecker;

(12) Hearse.

(b) "Recreational Vehicle": Any vehicle listed below and which may be further defined by reference to the Florida Statutes as a:

(1) Mobile home;

(2) Travel trailer;

(3) Camper trailer;

(4) Motorcoach or motorhome;

(5) Boat;

(6) Boat trailer;

(7) Ultralight aircraft;

(8) Airboat.

(c) "Private Passenger Van, Private Passenger Sport Utility Vehicle or Private Passenger Pickup Truck":

Any such vehicle used solely for personal activities, providing that outside lettering displaying information identifying a business or other non-personal use of any kind shall be determinative that such vehicle is a commercial vehicle.

(2) Restrictions.

Except as hereinafter provided, no owner or person having the use of a Commercial Vehicle or Recreational Vehicle shall park said vehicle within the Project unless totally enclosed in a garage and not visible from the outside. This restriction shall not apply, however, to the following:

(a) Commercial Vehicles parked within the Project between the hours of 7:00 a.m. and 7:00 p.m. on a temporary basis and necessary in the actual construction or repair of Dwelling Units or items therein.

(b) Vehicles owned or operated by a physically impaired individual when a medical doctor has certified that the vehicle is necessary due to said physical impairment.

(c) Commercial vans and pickup trucks whose outside lettering is concealed to the satisfaction of the Master Association and/or applicable Village Association, unless either the Master Association or applicable Village Association passes a Rule prohibiting the presence of such vehicles, even with concealed lettering.

General Rules.

(a) No vehicles shall be constructed, reconstructed or repaired within the Project, unless totally enclosed in a garage and not visible from the outside.

(b) No vehicle shall be left within the Project for more than one business day if not capable of self-propulsion, unless totally enclosed in a garage and not visible from the outside.

(c) No vehicle may be regularly parked within a guest parking area unless approved by the Master Association or an applicable Village Association.

(d) All vehicles, including motorcycles, mopeds, etc., shall be equipped with effective sound muffling devices.

(e) The Master Association may, but shall not be obligated to, designate certain portions of the Master Common Areas, which may be relocated from time to time, for the parking of Commercial Vehicles and/or Recreational Vehicles. Any such area designated pursuant to this subparagraph 3 may, in the sole and absolute discretion of the Master Association, be terminated for such use without cause. The Master Association shall have the authority to formulate appropriate

Rules concerning the use of any such parking/storage area, including reasonable charges therefor.

(4) Towing

Each Owner authorizes the Master Association, and its designated agents and designees, to tow any vehicle which is used, stored, or placed at the Project in violation of this Article 4.1J or any Rules promulgated pursuant to the Article, at the sole cost and expense of the Owner.

2. This Amendment was approved by the Declarant this 28th day of May, 1997, who owns a portion of the Project, and therefore has the power to amend the Declaration in its own right, as provided for in Article 13.5 of the Declaration.

MINTO COMMUNITIES, INC., a Florida corporation
By:
Michael Greenberg, President

Witnessed

MARY J CALLAN

T.R. BEER