



This instrument was prepared by and return to:
ALLISON L. HERTZ, ESQUIRE
Rosenbaum Mollengarden PLLC
250 S. Australian Avenue – 5th Floor
West Palm Beach, FL 33401
(W-C 195)

CFN 20140233738
OR BK 26874 PG 1944
RECORDED 06/24/2014 15:18:23
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1944 - 1948; (5pgs)

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS
AND RESTRICTIONS OF THE ESTATES AT MADISON GREEN AND BYLAWS
OF THE ESTATES AT MADISON GREEN ASSOCIATION, INC.**

WHEREAS, the **DECLARATION OF COVENANTS AND RESTRICTIONS OF THE ESTATES AT MADISON GREEN** (the "Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, at Official Records Book **12874**; Page **582** et. seq.;

WHEREAS, the **BYLAWS OF THE ESTATES AT MADISON GREEN ASSOCIATION, INC.** (the "Association") are attached to the Declaration as Exhibit C;

WHEREAS, at a duly called and noticed meeting of the Board of Directors of the Association held on May 15, 2014, the Board of Directors approved the attached amendments to the Declaration and Bylaws;

WHEREAS, at a duly called and noticed meeting of the membership of the Association held on May 8, 2014, and adjourned and reconvened on June 12, 2014, the amendments to the Declaration and Bylaws were approved by the membership pursuant to the provisions thereof;

WHEREAS, the Institutional Lenders holding mortgages encumbering the lots have also approved the amendments to the Declaration in the manner required thereunder as evidenced by the Affidavit attached hereto as Exhibit "A"; and

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Covenants and Restrictions and Bylaws attached hereto as Exhibit "B" are a true and correct copy of the amendments as amended by the Board of Directors, membership and Institutional Lenders, as applicable:

(See Exhibit "B" for Amendments to the Declaration of Covenants and Restrictions and Bylaws)

Paula Perrone
Witness

LoriAnn Perrone
(PRINT NAME)

Lasone Rattanaong
Witness

Lasone Rattanaong
(PRINT NAME)

THE ESTATES AT MADISON GREEN ASSOCIATION, INC.

By: *Joseph T Euliano*
Joseph Euliano, President

Attest: *Donna Celia Thompson*
Donna Thompson, Secretary

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 23 day of June, 2014, by Joseph Euliano and Donna Thompson, as President and Secretary, respectively, of The Estates at Madison Green Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.



Linda Francis (Signature)
LINDA FRANCIS (Print Name)
Notary Public, State of Florida at Large

23R0055

EXHIBIT "A"

**AFFIDAVIT OF ACKNOWLEDGMENT OF CONSENT OF INSTITUTIONAL LENDERS
TO AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF
THE ESTATES AT MADISON GREEN**

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

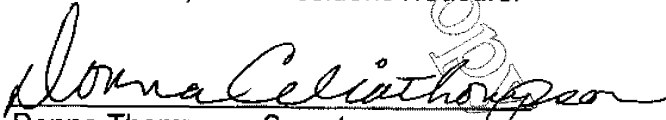
BEFORE ME, personally appeared, **JOSEPH EULIANO, DANA FISHKIN and DONNA THOMPSON**, who after being duly sworn, acknowledge, depose and say that Institutional Lenders holding mortgages encumbering at least half of the Lots within The Estates at Madison Green that are subject to mortgages held by Institutional Lenders have consented to the amendments to Article 6.17 of the Declaration of Covenants and Restrictions of The Estates at Madison Green (the "Declaration") regarding leasing in the manner required by Articles 10 and 11 of the Declaration.



Joseph Euliano, President




Dana Fishkin, Vice President/Treasurer



Donna Thompson, Secretary

The foregoing instrument was acknowledged before me this 23 day of June, 2014, by **JOSEPH EULIANO, DANA FISHKIN AND DONNA THOMPSON** as President, Vice President/Treasurer and Secretary, respectively, of **THE ESTATES AT MADISON GREEN ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.



(Signature)

Linda Francis

(Print Name)

Notary Public, State of Florida at Large



EXHIBIT "B"

AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS OF
THE ESTATES AT MADISON GREEN

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text shown by " * * *")

6. USE RESTRICTIONS.

* * *

6.17 Leases. All leases of a UNIT must be in writing and specifically subject to this DECLARATION, the ARTICLES and the BYLAWS, ~~and copies delivered to the ASSOCIATION prior to occupancy by the tenant(s).~~

Each and every time an OWNER intends to make a lease of a UNIT, he/she shall give written notice to the ASSOCIATION. Such notice shall contain the name(s) and address(es) of the tenant(s) and all other intended occupants of the UNIT, a copy of the proposed lease, and such other information as the ASSOCIATION may reasonably require, including, without limitation, two (2) personal references for each tenant and two (2) personal references for each intended occupant, on forms supplied by the Association, a transfer fee, per applicant, to be determined from time to time by the Board of Directors, and a personal (face to face) interview with all tenants and intended occupants of the UNIT before a screening committee, or the Board of Directors.

Within thirty (30) days after receipt of an OWNER'S notice to lease his/her UNIT and all of the information, fees and appearances (interview(s)) required or requested by the ASSOCIATION, the ASSOCIATION must either approve or disapprove the lease. If disapproved, the OWNER shall be advised of the disapproval in writing, and the lease shall not be made.

Any UNIT acquired after the effective date of this amendment shall not be leased for the first thirty-six (36) months of ownership, measured from the date of the most deed or other instrument conveying interest in the UNIT, except where title was conveyed 1) by devise or inheritance, or 2) by a current OWNER to a trust or other entity for estate or tax planning purposes, which shall be determined in the sole discretion of the Board of Directors of the ASSOCIATION, or 3) by a current OWNER to an immediate family member. For purposes of this Section 6.17, an "immediate family member" shall be defined as the spouse or domestic partner, parent, grandparent, sibling, child or grandchild of an OWNER or the parent, grandparent, sibling, child or grandchild of an OWNER'S spouse or domestic partner who is not an OWNER.

Leased or rented UNITS shall not, at any time, exceed ten percent (10%) of the total number of UNITS in the SUBJECT PROPERTY; provided, however, that UNITS owned by the ASSOCIATION shall not be included in the total number of UNITS in the SUBJECT PROPERTY for the purpose of calculating the ten percent (10%) limitation on leases or rentals within the SUBJECT PROPERTY, and the ASSOCIATION shall not be subject to such leasing limitation or restriction.

No All leases shall be for a term or period of less than 3 twelve (12) months, and no unit owner may lease his UNIT more than 2 one (1) times in any consecutive twelve (12) month period, measured from the commencement of the most recent lease, without the consent of the APPROVING PARTY. An extension or renewal of a lease shall require the prior written approval of the ASSOCIATION. Notice of an OWNER'S intent to extend or renew a lease must be provided to the ASSOCIATION not less than thirty (30) days before the proposed extension or renewal date. The ASSOCIATION must approve or disapprove of the extension or renewal of a lease within fifteen (15) days after receipt of an OWNER's notice. Notwithstanding whether an OWNER or OWNERS is/are on a wait list for leasing, if an extension or renewal of a lease is approved by the ASSOCIATION the lease may be made.

Any person who is not initially screened and approved by the Association in connection with the submission of a proposed lease and thereafter occupies a leased UNIT for more than thirty (30) days cumulatively, in any consecutive twelve (12) month period, shall be deemed a tenant and must be screened and approved in the same manner as a tenant under this Section 6.17.

The ASSOCIATION shall have the right to terminate any lease pursuant to Section 8.6 of this DECLARATION or as otherwise authorized by this DECLARATION, the ARTICLES, BYLAWS or applicable law, where the tenant or OWNER has been found to have been in breach of this DECLARATION or the MASTER DECLARATION, or any rules promulgated thereunder.

UNITS owned by the ASSOCIATION shall not be subject to the leasing restrictions of this Section 6.17.

* * *

**AMENDMENTS TO THE BYLAWS OF
THE ESTATES AT MADISON GREEN ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text shown by " * * *")

10. MISCELLANEOUS.

* * *

10.6 Notice by Electronic Transmission. Notwithstanding anything contained herein to the contrary, notice of meetings of the BOARD, committees and membership of the ASSOCIATION may be provided by electronic transmission in the manner authorized by applicable law as amended from time to time.