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TRI-COUNTY

This instrument was prepared by
and return to:

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File No. 07-733-0007

**AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS
OF
PALM ESTATES AT MADISON GREEN**

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS and RESTRICTIONS OF
PALM ESTATES AT MADISON GREEN**

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions of Palm Estates at Madison Green was duly recorded among the Public Records of Palm Beach County, Florida, in Official Records Book 13921 at Page 0211 et. seq. On July 17, 2002, and:

WHEREAS, at a duly called and noticed special meeting of the membership of Palm Estates at Madison Green Association, Inc., a Florida not-for profit corporation, held on June 28, 2006, at which a quorum was present, the members approved the amendment to the Declaration of Covenants and Restrictions set forth herein below by an affirmative vote in excess of that required for amendments to the Declaration and

NOW THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Covenants: a true and correct copy of the amendment to the Declaration of Covenants as approved by the members:

**AMENDMENT TO THE DECLARATION OF COVENANTS and
RESTRICTIONS OF PALM ESTATES AT MADISON GREEN**

(Additions indicated by underlining, deletions by ----")

Article 6, USE RESTRICTIONS, Section 6.17, Leases.

No UNIT OWNER may lease his property without the prior written approval of the Association. All leases of a UNIT must be in writing, and shall provide that the Association shall have the right to terminate the lease upon default of tenant in observing any of the provisions and specifically to be subject to this DECLARATION, the ARTICLES and the BYLAWS of the ASSOCIATION, the MASTER ASSOCIATION Covenants, or any applicable Rules duly adopted by the Board or the MASTER ASSOCIATION from time to time, and copies delivered to the ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than 6 months, 3 months, no UNIT may be leased more than once in any (six) 6 month period, and no UNIT OWNER may lease his UNIT more than 2 times in any consecutive 12 month period, without the consent of the APPROVING PARTY. The proposed tenant(s) shall consist of not more than two (2) persons per bedroom in any UNIT. Subleases of a UNIT are prohibited. Notwithstanding the lease of an OWNER'S UNIT, all liabilities of the Owner under this Declaration shall continue unabated. The ASSOCIATION must either approve or disapprove a lease within ten (10) days after the next scheduled Board Meeting, following submission of a complete and accurate request for approval. The ASSOCIATION or the MASTER ASSOCIATION shall have the right to terminate any lease where the tenant or OWNER has been found in breach of this DECLARATION or the MASTER DECLARATION, or any rules promulgated thereunder.

OWNERS wishing to lease their UNITS shall be required to place in escrow with the ASSOCIATION a sum in the nature of a security deposit, as determined by the ASSOCIATION, which may be used by the ASSOCIATION to repair any damage to the COMMON AREA of the SUBJECT PROPERTY or other portions of the property resulting from acts or omissions of tenants

(as determined in the sole discretion of the ASSOCIATION) The OWNER will be jointly and severally liable with the tenant to the ASSOCIATION for any amount in excess of such sum which is required by the ASSOCIATION to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge as determined by the ASSOCIATION, shall be returned to the OWNER within thirty (30) days after the ASSOCIATION has been advised in writing by the OWNER that the tenant and all subsequent tenants have permanently vacated the UNIT. The ASSOCIATION is hereby deemed the agent of the OWNER for purposes of bringing any eviction proceedings deemed necessary by the ASSOCIATION because of tenant's violation of this DECLARATION or applicable Rules of the ASSOCIATION or the MASTER ASSOCIATION. The ASSOCIATION and the OWNER shall both have the right to collect attorneys' fees against any occupant or tenant in the event that legal proceedings must be instituted against such tenant for his eviction or for enforcement of this DECLARATION, with the ASSOCIATION having priority as to the full amount of its claim.

END OF AMENDMENT

IN WITNESS WHEREOF, Palm Estates at Madison Green Association, Inc., has executed this Amendment to the Declaration of Covenants and Restrictions of Palm Estates at Madison Green., this 30th day of January, 2008.

WITNESSES

Sign

Print

[Signature]

STEVEN A. RADEMACHER

By: FRED LAURIE

[Signature], President

Sign

Print

[Signature]

STEVEN A. RADEMACHER

By: DONNA DUELFER

[Signature], Secretary

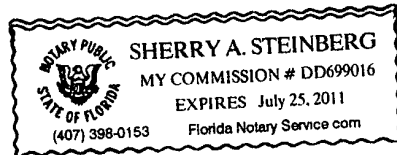
STATE OF FLORIDA)
)SS
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 30th day of January 2008, by Fred Laurie, as President, and Donna Duffer, as Secretary of PALM ESTATES AT MADISON GREEN ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me and did take an oath

NOTARY PUBLIC:

My Commission Expires:

[Signature] SIGN
SHERRY A. STEINBERG PRINT



State of Florida at Large