

Prepared by and return to:
Gerstin & Associates
40 S.E. 5th St., Suite 610
Boca Raton, FL 33432

[Space Above This Line For Recording Data]

Certificate of Amendment to the Madison Lakes Homeowners Association, Inc.'s By-Laws

WHEREAS, the Madison Lakes Homeowners Association, Inc. ("Association") *By-Laws* were recorded in O.R. Book 9156, Page 1091, of the Public Records of Palm Beach County, FL;

WHEREAS, at a duly called and noticed meeting of the membership of the Association on February 11, 2020, amendments to the *By-Laws* (Exhibits 1-2) were duly passed by the members in accordance with the Association's Governing Documents and applicable Florida law;

NOW THEREFORE, the undersigned hereby certify the amendments to the *By-Laws* attached hereto as Exhibits 1-2 are true and correct copies thereof which were duly passed by the membership of the Association.

IN WITNESS WHEREOF, my signature affixed below on this 17th day of FEBRUARY, 2020.

Witness: [Signature]

Print name: Arlisa Maisonet

Witness: [Signature]

Print name: Ruthann Thibault

Madison Lakes Homeowners Association, Inc.

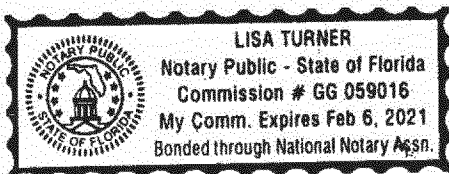
By: [Signature]
Robert Shapiro, President

By: [Signature]
Elaine Levrant, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 18 day of February, 2020 by Robert Shapiro and Elaine Levrant, who are personally known to me or who produced as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: Lisa Turner

Amendment #1

Full text of the proposed amendments to the By-Laws of the Madison Lakes Homeowners Association, Inc. ("By-Laws") originally recorded in Official Records Book 9156 at page 1091 of the Public Records of Palm Beach County, Florida.

The following amendment shall replace Article XIX of the By-Laws in its entirety:

ARTICLE XIX

LEASING

For purposes of this Declaration, "lease" and "leasing" refers to the occupancy of a Lot by any person other than the Owner or their "family member" or "immediate relative" (as defined by the U.S. Office of Personnel Management from time to time), regardless of whether the Owner receives any compensation, consideration, or other benefit, including, without limitation, a fee, service, or gratuity. Occupants of a Lot pursuant to a lease are referred to herein as "lessees."

In order to assure a community of congenial and responsible residents, to protect property values, and to prevent transiency of residents, the leasing of Lots shall be subject to the following:

1. Irrespective of whether money or any form of consideration is tendered, obligated, or owed, no Lot may be leased during the first twelve (12) months after a full or partial transfer of ownership of a Lot (the "12 Month Restriction"), in accordance with the following:
 - a. The addition or replacement of any individual or entity on the title to a Lot is considered a transfer subject to the 12 Month Restriction.
 - b. The 12 Month Restriction shall apply to transfers of a Lot via any means, voluntary or involuntary, including, but not limited to, sale, gift, foreclosure sale, deed in lieu of foreclosure, tax sale, testamentary or intestate transfer, condemnation, or by operation of law.
 - c. In the event an entity or trust becomes an Owner of the Lot, the occupants of the Lot for the first twelve (12) months of ownership shall be designated via written notice to the Association prior to occupancy ("Designated Occupants"), and such Designated Occupants are limited to officers (corporation), managers (LLC), general partners (partnership), or trustees (trust) of the Owner. Designated Occupants may not be added or replaced during the 12 Month Restriction.
 - d. The addition or replacement of any officer, director, manager, general partner, or trustee or any change in ownership or control of the entity, shall be considered a transfer subject to the 12 Month Restriction.
 - e. If a Lot is transferred during the pendency of an existing, approved lease, the lease may remain in effect after the transfer until the lease's original expiration date. The lease may not be extended, renewed, or revised. Upon expiration of the existing lease, the lessee must vacate the Lot and the 12 Month Restriction shall begin thereafter with respect to the transferee/new Owner.
2. No lease of any Lot shall commence without the Owner thereof having first obtained the written approval of such lease by the Association. Any renewal or extension of any lease shall be considered a new lease and shall be subject to the provisions of this subsection.
3. The Owner shall seek approval from the Association in writing to lease their Lot, on an application form provided by, or acceptable to, the Association. A complete application, copy of the lease

agreement, and other information and/or documents the Association may require to screen prospective lessees, must be provided to the Association not less than thirty (30) days prior to the lease of the Lot. The application must indicate the date when such lease is to commence. An application is not considered complete until such time as all information requested by the Association has been submitted.

4. The Association may charge an application fee in an amount determined annually by the Board of Directors in accordance with and subject to Florida law. In the event the Board of Directors does not set the application fee for a particular year, the prior year's amount shall continue to be the application fee. An application fee must be paid for each applicant. Each prospective lessee and/or occupant, regardless of whether they are listed on the lease, is considered an applicant. The application fee shall be remitted to the Association at the same time as the application. The initial application fee, until it is changed by the Board of Directors in accordance herewith, shall be \$100 per lessee/occupant.
5. The Association, in its sole and absolute discretion, reserves the right to: (1) conduct investigations and background checks on each applicant, including but not limited to, the applicant's criminal, credit, and financial histories, and (2) require an interview with each applicant. In addition to the application fee, the Association shall also have the authority to charge the Owner for the actual costs of any such investigations or background checks performed by or for the Association.
6. Among other criteria as may be set forth by the Board of Directors for lease approval in its sole discretion, a prospective lessee may be denied if their criminal record reflects one or more criminal convictions, subject to the following:
 - a. The Association does not prohibit any specific type or category of past criminal conduct, except as set forth below, and the Board will consider the totality of the circumstances when evaluating prior criminal convictions, including the nature, severity, and recency of the crime, as well as the particular facts or circumstances surrounding the crime, the age of the prospective lessee at the time, a good ownership or rental history before and/or after the crime, and rehabilitation efforts undertaken. If the Board determines the criminal history of the prospective lessee indicates the prospective lessee is a risk to the safety of the community, the prospective lessee will be denied.
 - b. Notwithstanding the foregoing, any prospective lessee who has been convicted by any court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance as that term is defined in section 102 of the Controlled Substances Act (21 U.S.C. 802), shall be denied.
 - c. This section is intended to comply with the all applicable housing laws and rules, including, without limitation, the Fair Housing Act.
7. The Board of Directors may, in its discretion, adopt additional rules and regulations governing leasing, including, but in no way limited to, duration of leases, frequency of leases, lessee screening procedures/ approval criteria, and common area access.
8. Within thirty (30) days after the receipt of a completed application, the Association shall either approve or disapprove of the lease.
 - a. If a lease is not approved by the Association, the lessee shall not be entitled to take possession of the Lot. Failure of the Association to approve the lease within thirty (30) days shall constitute a denial.
 - b. Occupancy prior to approval by the Association is specifically prohibited and will subject the lessees to immediate removal by the Association.

9. All leases shall be in writing and shall have a term of at least six months, but no longer than one year. No Owner may lease a Lot more than once in any 12-month period, even if a lessee defaults on a lease or abandons the Lot before expiration of the lease term. All lease agreements must provide (and shall be automatically deemed to provide):
 - a. Lessees (and their family, agents, guests, licensees, and invitees) are bound by and obligated to comply with the governing documents;
 - b. Lessees received a copy of the governing documents. The Owner shall be responsible for providing a copy of the governing documents to the lessees prior to execution of the lease and shall monitor enforcement and compliance with the governing documents by the lessees. However, lessees shall not be excused from compliance with the governing documents by virtue of not receiving a copy of the governing documents from the Owner;
 - c. Lessee's failure to comply with the governing documents shall be a material default and breach of the lease agreement;
 - d. The Owner and lessee shall jointly and severally indemnify, defend (including the payment of attorneys' fees) and hold harmless the Association and its Board of Directors, officers, members, owners, agents, and employees from any and all direct or indirect first or third party claims, damages, judgments, injuries or personal injuries whatsoever that directly or indirectly arise from, or relate to the acts or omissions of the lessee and/or their family, agents, guests, licensees, and invitees regardless of whether committed within, or related to the Lot, lease, or occupancy;
 - e. Any lease may be terminated by the Association upon seven (7) days' written notice to the Owner and lessee for noncompliance with the governing documents;
 - f. Such other standards as the Board may adopt from time to time.
10. Each lease shall set forth: (1) the name, address, and telephone number of the Lot's Owner and the lessee, (2) the date the lessee's occupancy commences and ends, (3) a description of each motor vehicle owned or operated by the lessee or members of the lessee's household, (4) a description of all pets to be kept at the Lot, and (5) such other information as the Board of Directors may require in their sole discretion.
11. Subleasing/Guests. Lessees are forbidden from subleasing their Lot or any portion thereof. Other than individuals listed on a lease and their immediate relatives, no guests of a lessee are allowed to stay overnight at a Lot for more than a total of Twenty-One (21) consecutive or nonconsecutive calendar days in any 12-month period. In addition to all other remedies available to the Association, the Association shall have the right to seek the immediate and permanent removal of a Lot's occupant(s) in violation of this subleasing restriction. In doing so, the Association may, but is not obligated to, seek said removal pursuant to the summary procedures available under Chapter 83 of the Florida Statutes, as amended from time to time. Additionally, individuals in violation of this subleasing restriction shall be deemed trespassers to whom the Association reserves the right to prohibit entry to the community.
12. Owners may only lease their entire Lot, and are prohibited from leasing only a portion thereof.
13. No lessee (or their family, agent, guest, licensee, or invitee) shall be a nuisance or annoyance to other community residents. A determination by the Board that a nuisance has occurred or is occurring shall be conclusive and binding on all parties.
14. If a lessee (or their family, agent, guest, licensee, or invitee) violates any provision of this Declaration, other Association governing documents, or any lease addendum which the Board may require, the Association may commence eviction proceedings under Chapter 83, of the Florida

Statutes, as amended from time to time, in addition to any other legal and equitable remedies available under this Declaration, the other governing documents of the Association and/or applicable law. Each Owner irrevocably appoints the Association as the Owner's attorney-in-fact having authority to bring actions in its own name or the Owner's name, and at the Owner's expense (including actions for injunctive relief, damages, termination, and eviction).

15. All expenses, including attorney's fees and legal costs, incurred by the Association in enforcing any leasing provision and/or eviction proceedings may be levied against the Owner as an individual special assessment, and may be collected in the same manner as other assessments, including recordation of a claim of lien and foreclosure thereof.
16. No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any lessee. The Association shall have the right to enforce the covenants, conditions, and restrictions set forth in this Declaration against the Owner, the lessee, or any member of the lessee's household, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and his or her lessee, including, without limitation, those requiring prior notice or imposing other conditions on the rights of the Association.
17. The Association shall be deemed a third-party beneficiary of all leases of Lots, and shall have the right, but not the obligation to enforce the terms and conditions of such leases against the lessee or the Owner. Notwithstanding the foregoing, the Association's failure to object to any term or condition of a lease or occupancy arrangement shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Association have any obligation whatsoever for the performance of any obligation of Owner or lessee contained in the lease or otherwise.
18. Notwithstanding any condition of any lease to the contrary, each Owner, by acceptance of the deed to a Lot, hereby covenants and agrees with the Association and all other Owners of Lots in the community, that the Owner shall be responsible for any violation of the Association's governing documents resulting from the acts or omissions of his or her lessee, other occupants of the leased Lot, and their respective guests, to the same extent that Owner would be liable for such violation if it had resulted from the acts or omissions of the Owner or a member of the Owner's household or guests. The Owner's obligations hereunder shall be deemed a guaranty of performance by his or her lessee, and the Association shall have the right to take any action or seek any remedy for the lessee's failure or refusal to comply with the governing documents directly from or against the Owner without first taking such action or obtaining such remedy from or against the lessee.
19. The restrictions on leasing set forth in this Declaration and/or the Association's other governing documents shall not apply to Lots owned or leased by the Association.
20. Nothing contained herein nor done by an Owner, lessee, or the Association, shall be deemed to establish a landlord-tenant or principal-agent relationship between the Association and the Owner or lessee, the sole purpose of this section being to ensure the compliance of all parties with the governing documents and applicable restrictions, rules, and regulations.

No further changes.

Amendment #2

Full text of the proposed amendments to the By-Laws of the Madison Lakes Homeowners Association, Inc. ("By-Laws") originally recorded in Official Records Book 9156 at page 1091 of the Public Records of Palm Beach County, Florida.

The following amendment creates and constitutes a new Article XX of the By-Laws:

ARTICLE XX

LOT TRANSFERS

1. This Article XX shall apply to any sale, disposition, or transfer of any Lot, or any interest therein or portion thereof (hereinafter "transfer"), in any manner, except for: (1) testamentary or intestate transfers upon the death of the owner(s), (2) involuntary transfers such as via foreclosure sale, tax deed sale, condemnation, lawful seizure, etc., and (3) deeds in lieu of foreclosure wherein the transferee is an institutional lender who has commenced, or threatened to commence, foreclosure proceedings (items 1-3 above shall be collectively referred to as "exempt transfers"). In the event of any of an exempt transfer, the exempt transfer itself need not be approved by the Association, however no person may occupy the Lot without first obtaining written Association approval in the same manner as required below.
2. No transfer thereof shall be valid without the Owner having first obtained the written approval of the Association. The Owner shall seek approval from the Association in writing, on an application form provided by, or acceptable to, the Association. A complete application, purchase contract (if applicable), and other information and/or documents the Association may require to screen prospective transferees, must be provided to the Association not less than thirty (30) days prior to the proposed transfer. The application must indicate the proposed date of the transfer. An application is not considered complete until such time as all information requested by the Association has been submitted.
3. The Association may charge an application fee in an amount determined by the Board of Directors. An application fee must be paid for each prospective transferee. The application fee shall be remitted to the Association at the same time as the application.
4. Approval.
 - a. If a transfer is approved by the Association, the Association shall issue a Certificate of Approval, which shall be recorded as an exhibit to the deed. For all transfers occurring after this amendment is recorded in the Public Records of Palm Beach County, no transfer which requires Association approval shall be valid unless the Certificate of Approval is attached to the deed or other transfer instrument. Any transfer made without a Certificate of Approval attached may be canceled as provided in subsection 4(b) hereinbelow.
 - b. If the transfer is not approved by the Association, the transfer shall not take place. Any transfer made without Association approval shall be considered null and void, and the Association may pursue all available legal and equitable remedies to cancel such transfer. In the event of a lawsuit, the Association shall be entitled to recover from the Owner all attorney's fees and costs incurred in any such action through all phases of litigation, including trial, post-judgment, and appellate proceedings, including any attorney's fees incurred in connection with securing a determination on the Association's entitlement to, and the amount of, its prevailing party attorney's fees. All costs and attorney's fees incurred in connection with such action may be levied against the Owner as an individual special assessment.

5. The Board of Directors is authorized to screen prospective purchasers in accordance with the laws of the State of Florida and federal law. The Association may require prospective purchasers to submit to an in-person interview. The Association may reject proposed purchasers based upon the following criteria:
 - a. Credit Score. All proposed purchaser's must have a minimum credit score of 650, as determined by the unweighted average of their credit scores issued by the three major credit bureaus, Experian, Equifax, and Transunion.
 - b. Criminal Background. The Association does not prohibit any specific type or category of past criminal conduct, except as set forth below, and the Board of Directors will consider the totality of the circumstances when evaluating prior criminal convictions, including the nature, severity, and recency of the crime, as well as the particular facts or circumstances surrounding the crime, the age of the proposed purchaser at the time, a good ownership or rental history before and/or after the crime, and rehabilitation efforts undertaken. If the Board of Directors determines the criminal history of the proposed purchaser indicates the proposed purchaser is a risk to the safety of the community, the proposed purchaser will be denied. Notwithstanding the foregoing, any proposed purchaser who has been convicted by any court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance as that term is defined in section 102 of the Controlled Substances Act (21 U.S.C. 802), shall be denied. This subsection is intended to comply with the all applicable housing laws and rules, including, without limitation, the Fair Housing Act.
6. Notwithstanding anything to the contrary, this Article does not apply to sales or transfers involving the Association. The Association may purchase, sell, or otherwise acquire, dispose, and transfer Lots in the sole discretion of the Board of Directors.
7. This Article does not apply to leases, which are separately governed by Article XIX.

No further changes.