

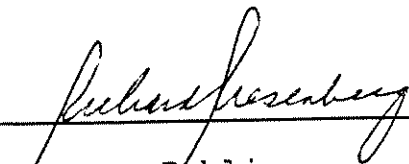
State of Florida

ORB 9156 Pg 1125  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

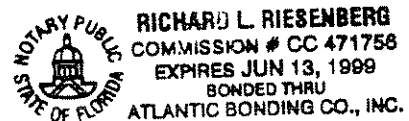
County of Dade

I hereby certify that on this 13 day of February, 1995 before me personally appeared Alan Pinkwasser, known to me to be the individual described herein and produced Drivers License identification and acknowledged that he executed the foregoing.

In Witness whereof, I have hereunto set my hand and seal this 13 day of February, 1995.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



Prepared by and Return to:  
Alan Pinkwasser, Esq.  
2145 N.E. 204th Street  
North Miami Beach, Florida 33179  
(305) 935-2400

Address:

✓ Alan Pinkwasser  
2145 NE 204th St.  
North Miami Bch, FL  
33179

MAR-08-1996 9:03am 96-078778  
ORB 9156 Pg 1126  
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Property Appraisers Parcel Identification (Folio) Number(s):

③

DECLARATION OF RESTRICTIONS

THIS DECLARATION made by Madison Lakes Inc., a Florida Corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Palm Beach County, Florida, more particularly described in EXHIBIT A affixed hereto and made a part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs, successors and assigns; and

WHEREAS, Developer is the owner of the real property described in Exhibit A of this Declaration and desires to create thereon a planned community containing single family residences, open spaces, and other community facilities for the benefit of the said community; and

WHEREAS, the real property described in Exhibit A hereof constitutes a portion of the real property known as Madison Lakes and the property, is subject to the covenants, restrictions, charges and liens created by the Restrictions for Madison Lakes, and

WHEREAS, Developer desires to provide for the preservation, maintenance, and enhancement of the property values and amenities in said community in a manner consistent with and in implementation of the Restrictions for Madison Lakes, and to such end desire to subject the Madison Lakes Property to the covenants, restrictions,

easements, charges and liens hereinafter set forth for the benefit of said property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an entity to which shall be delegated and assigned the powers, rights and duties of (a) owning, maintaining, and administering the common areas and facilities of the said community, hereinafter created, (c) collecting and disbursing the assessments and charges hereinafter created, and (d) promoting the recreation, health, safety and welfare of the residents of the said community; and

WHEREAS, Developer has caused Madison Lakes Homeowners' Association Inc., to be formed as non-profit corporation under the laws of the State of Florida for the purpose of accepting and assuming the aforesaid powers, rights and duties and performing the aforesaid functions.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit A of this Declaration is and shall be held transferred, sold, conveyed, demised, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth below.

#### ARTICLE I

#### DEFINITIONS

Section 1. "Association" shall mean and refer to Madison Lakes Homeowners Association Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner,

whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit A affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (and interests therein and improvements thereto) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean a platted lot shown upon the recorded plat of the Properties with the exception of the Common Area and may be referred to as "Parcel".

Section 6. "Declarant" shall mean and refer to "Developer" or Madison Lakes Inc., its specific successors and assigns as set forth in ARTICLE XIII, hereof.

Section 7. "Articles and By-Laws" It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached hereto as Exhibit B, and By-Laws for the Association be adopted substantially in the form attached hereto as Exhibit C.

## ARTICLE II

### ANNEXATION

Section 1. Until such time as Class B Membership to the

Association has ceased pursuant to the provisions of ARTICLE IV hereof, the lands described in Schedule 1, attached hereto and made a part hereof, consisting of proposed additional residential property and/or Common Area may be annexed to the Properties with the consent and approval of Declarant. No consent from any other party, including Class A Members, or any mortgagees of any Lots shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration that shall be executed by Declarant in the Public Records of Palm Beach County, Florida. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subjecting said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the properties. such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land, and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or add to the covenants established by this Declaration as to the Properties.

Section 2. At such time as Class B Membership has ceased pursuant to the provisions of Article IV hereof, additional lands may be annexed with the consent of two-thirds (2/3) of the vote of

the membership in the Association.

Section 3. Merger or Consolidation. Upon a merger or consolidation of the Association with any other association as provided in its articles of incorporation, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association or another association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Madison Lakes Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall constitute any revocation, change, or addition to the covenants established by this Declaration with the Madison Lakes Property.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, for its intended purpose, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and By-Laws

of the Association.

(b) Restrictions contained on any and all plats filed separately with respect to all or any part or parts of the property.

(c) The right of the Association to take such steps as are reasonably necessary to protect the Property against foreclosure.

(d) The right of the Association to suspend the voting rights and right to use all or a portion of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without consent of two-thirds (2/3) of the votes of the members, and without prior written consent of Declarant if Declarant is the owner of one or more Lots. Declarant shall have 130 votes with regard to same pursuant to Article IV of Articles of Incorporation.

(f) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

Section 2. Title to Common Areas. At its election, the Developer may retain the legal title to all or any part of the Private Drives and Common Areas until such time as it has completed

improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, at which time the Developer shall convey (by special warranty deed) the Private Drives and Common Areas to the Association, subject to taxes for the year of conveyance, and to restrictions, conditions, limitations and easements of record.

Section 3. Ownership. No later than 120 days after the earlier of (a) the sale and conveyance by the Developer of 90 percent of the Lots within the Madison Lakes or (b) the giving of written notice by the Developer to the Association of the Developer's intention to convey and transfer ownership of the Common Areas to the Association (but in no event later than seven years following the date of the recordation of the Declaration), the Developer, or its successors and assigns, shall convey and transfer the record fee simple title to Common Areas to the Association and the Association shall accept such conveyance. The said conveyance and transfer of title shall be subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations, and easements of record. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance and administration of the Common Areas in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas and any improvements and personal property accruing from and after the date of the recording of this Declaration. In implementation of the foregoing, such taxes shall be prorated between the Developer and the Association



as of the date of such recording. Any portion of the Plat containing open spaces may not be vacated in whole or in part unless the entire plat is vacated.

Section 4. Obligations of the Association. The Association subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Common Areas and all improvements thereon and shall keep the same in good, clean, attractive, and sanitary condition, order and repair. The Association shall, at its expense, maintain and administer or cause to be maintained and administered Common Areas, including but not limited to all grassed swale areas along rights-of-way, open spaces, parking areas, private streets, sidewalks, street lighting, entrance features, and landscaping, without regard to whether title to the said property is vested in the Developer or the Association.

Section 5. Delegation of Use. any Owner may delegate by written instrument to the Association his right of enjoyment to the Common Area and facilities to specified members of his family, his tenants, or contract purchasers who reside on the property.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot except as modified by ARTICLE IV of the Articles of Incorporation where Declarant is entitled to additional 130 votes.

Section 2. The Association shall have two classes of voting

membership:

CLASS A. Class A members shall be Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B member shall be the Declarant and shall be entitled to 130 votes. Notwithstanding any provision to the contrary contained herein, the Developer shall have the right to elect the entire Board of Directors of the Association until 20 days after the earlier of:

(a) the sale and conveyance by the Developer of 90 percent of the Lots within the Madison Lakes Property or

(b) the giving of written notice by the Developer to the Association that the Developer waives and relinquishes its right to elect the entire Board of Directors of the Association.

Section 3. Notwithstanding the provisions hereof, the Association shall have the right to suspend any Member's voting right for any period during which any assessment or installment thereof shall remain unpaid for more than 30 days after the due date for the payment thereof.

#### ARTICLE V

#### PURPOSE OF ASSESSMENT

The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the

recreation, health, safety, and welfare of the residents in Madison Lakes and in particular for the improvement and maintenance of the Common Areas, and Private Drives for landscaping and for other community improvements on boundaries or in rights of way including, but not limited to, the costs of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision thereof, including the payment of basic cable television of all homeowners as well as for such other purposes as are permissible activities of the Association and are undertaken by it.

#### ARTICLE VI

##### COVENANT FOR ASSESSMENTS

Section 1. Payment of Assessment. The Declarant hereby covenants, creates and establishes, and each Owner of a Lot, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, at an equal rate or upon an equal basis, subject to the provisions of Section 3 of this Article VI and Section 8 of Article XI regarding an Exemption of Declarant:

(a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes. Such assessments shall be in equal amounts against the Owners of each Lot.

(b) Any special assessments for capital improvements, emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the Owners of each Lot.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.

(d) Fees or charges that may be established for the use of facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the Owners of each Lot.

Section 2. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties hereby covenants, and each owner of any Lot by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the annual and special assessments, special assessment for capital improvements, or other charges and fees set forth in Section 1 hereof, together with interest, late fees, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment together with interest, late fees, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his heirs, devisee, personal representatives, successors and/or

assigns.

Section 3. Commencement of First Assessment. Assessments provided herein shall first commence as to each Lot on the day of the conveyance of title of each lot by Declarant (unless otherwise specifically set forth in declarant in such conveyance to the contrary). The annual assessment in effect at that time shall be adjusted according to the number of days remaining in the calendar year after such date. Declarant shall have the option, in its sole discretion, until such time that title to each Lot has been conveyed to a Purchaser, to either: (i) contribute such funds to the extent necessary to pay any difference between annual assessments in effect at the time derived from titled Lots and the actual operating costs of the Association; or (ii) pay the annual assessment in effect at that time for each Lot to which it has not conveyed title.

Section 4. Rate of Assessment. All regular and special assessments shall be a uniform rate for each Lot; provided, however that, until such time as the Developer owns no Lots in Madison Lakes, the Developer may elect to have the maintenance costs attributable to the unsold Lots owned by the Developer calculated as follows: the total amounts charged for common expenses to Lot Owners who have taken title to same will be deducted from the total common expenses as incurred by the Association, and the difference shall be the contribution of the Developer to cover the common expenses for the unsold Lots. Developer's election under this paragraph shall be made prior to the year for which assessments are

payable and shall be effective only for the year for which the election is made. In subsequent years, Developer may, at its option make the election provided herein. The decision of Developer to elect or not elect under this Paragraph for any one year shall not affect its right to make the election in future years.

Section 5. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures.

(a) Annual assessments against the Owners of all of the Lots shall be established after the adoption of an operating budget. annual assessments shall be payable at such time or times as the Board of Directors shall direct.

(b) Special Assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(c) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, or may delegate to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by Owners of Lots for any special or personal use of facilities, or to reimburse the Association for expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the

affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.

(d) the Association shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand, furnish an Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid. When the Developer owns no Lots in Madison Lakes any such assessment shall first be authorized by a vote of two-thirds of the members of the Association.

Section 6. Collection Assessment; Effect of Non-Payment of Assessment; Personal Obligation of the Owner; Lien; Remedies of the Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall together with such penalties and interest thereon and the cost of collection thereof as hereinafter provided, become a continuing lien on the Lot which lien shall bind such Lot in the hands of the Owner, his heirs, devisees, personal representatives, successors, or assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot. In any voluntary

conveyance, the grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to any rights the Grantee may have to recover from the Grantor the amounts paid by the Grantee therefor.

Section 7. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment or installment thereof not paid within 15 days after the due date may, upon resolution of the Board of directors, be subject to a late charge in such amount as may be established from time to time by the Board of Directors, but at least \$25.00. In addition to the foregoing, every assessment shall bear interest from the date when due at a rate fixed by the Board of Directors which does not exceed the highest rate permitted by law. The Board of Directors may waive or authorize officers of the Association to waive any late charge or accrued interest. The Association may bring an action at law against the Owner personally obligated to pay the assessment, late charge, and interest may record a claim of lien against the Lot on which the assessment is unpaid, and thereafter may foreclose the lien against the Lot on which the assessment is unpaid in like manner as foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, reasonable attorneys' fees and costs of preparing and filing the claim of lien and representing the Association in regard thereto and in any civil action brought concerning such unpaid assessments, late charges and interest, and



in the event a judgment is obtained, such judgment shall include interest at the highest rate allowed by law and reasonable attorneys fees to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to reasonable attorneys' fees in connection with any appeal of any such action. It shall be the legal duty and responsibility of the Association to enforce payment of all assessments made under this Declaration. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area of abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessment provided for in this Article shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments, but not a purchase money mortgage to person or entity other than Declarant. An institutional lender is defined as either a bank or life insurance company or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension or profit sharing fund, or a credit union, or a Massachusetts business trust, or any agency of the United States government, or a lender generally recognized in the community as an institutional lender, or the Developer, or assignee, nominee or designee of the Developer. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title

subject to the liability and lien of any assessment becoming due after transfer of title pursuant to such foreclosure or conveyance in lieu of foreclosure of any institutional first mortgage. Any unpaid assessment which cannot be collected as a lien against any lot by reason of the provisions of this Section shall be deemed either to be an assessment divided equally among, payable by, and assessed against all lots, including the lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place, or, in the discretion of the Board of Directors, an "uncollectible" sum to be written off of the financial records of the Association. Sale or transfer of any lot shall not affect the assessment lien. However in the event of a sale or transfer of any lot pursuant to the foreclosure of such a first mortgage, or any proceeding in lieu thereof, such assessments which became due prior to such sale or transfer shall be deemed void unless the assessment is secured by a Notice of Lien recorded in the Public Records prior to the recording of the subject mortgage. In the event the mortgagee accepts a Deed in Lieu of Foreclosure, then as regarding said property in which the Deed is accepted in lieu of foreclosure, the assessment lien, whether recorded or unrecorded shall be deemed extinguished. Said lien shall further be extinguished in the event the mortgagee is required to foreclose with respect to said property. With regard to any other sale or transfer, same shall not relieve the new lot owner or the lot owner from liability for any assessment thereafter becoming due or from the lien thereof. Nothing herein contained shall be construed as releasing the party

liable for such delinquent assessments for the payment thereof or the enforcement of collection by means other than foreclosure.

Section 9. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Lots, improved or unimproved, for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more persons, firms, or corporations for management services. The Association shall have all other powers as provided in its Articles of Incorporation.

Section 10. Exempt Property. The Board of Directors of the Association shall have the right to exempt property subject to this Declaration from the assessments, charges, or liens created herein if such property is used (and as long as it is used) for any of the following purposes:

- (a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All Common Areas, Private Drives and;
- (c) All properties exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling or related use shall be exempt from said assessments, charges or liens.

Section 11. Annual Budget. By a majority vote of the Directors, the Board shall adopt an annual budget for the

subsequent fiscal year, which shall provide for allocation of expenses in such manner that the obligations imposed by the Declaration will be met.

## ARTICLE VII

### MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Common Areas. The Association shall at all times maintain, repair and replace at its expense all Common Areas including all improvements placed thereon, in good condition and repair. The Association shall maintain the guest parking lot, clubhouse, signage, lift station (unless dedicated to the County of Palm Beach, etc.), street lighting, roads (unless dedicated to governmental authority), guardhouse and gate, water and sewer for pool and cut all lawns.

Section 2. Dwellings and lots. The Association shall at all times maintain the finished exterior surfaces of the dwelling and other improvements as originally constructed by Declarant including the exterior walls, or exterior roof, and fences, but specifically excluding all windows and screening and excluding any damage caused by the owners negligence. This maintenance obligation pertains only to the exterior surfaces, and any maintenance, repairs or replacement or improvements under the exterior surface is the obligation of the Owner thereof. Further the Association shall maintain, repair and replace all landscaped portions of the Lots, all grassed swale areas along road right-of-ways, pool areas, if any, and building facilities including toilets by pool area, if any, its facilities inclusive of pool pump, if any electric for

pool, if any, water meters, electric meters, street lighting, trash removal, carry general liability insurance on Association areas, maintain water control devices and mechanics titled to the Association, and the sprinkler system and walkways on each Lot.

Section 3. Signs. the Association shall have the obligation to maintain the signs to Madison Lakes from public streets. the signs shall be deemed Common Areas.

Section 4. Enclosures, Berms, Walls, etc. All berms, walls and other devices, if any, used to enclose Madison Lakes from adjoining lands and public streets shall be maintained by the Association. To the extent that such berms, walls or other enclosures may encroach over the boundary lines of Lots, such encroachments are hereby permitted and an easement for such encroachment is hereby created. Notwithstanding such possible encroachments, Lot Owners are prohibited from performing any maintenance on such enclosures and are further prohibited from altering, modifying or in any way changing such berms, walls or other devices it being the intention of the Developer that all maintenance be performed in uniform manner exclusively by the Association and that such devices retain a uniform appearance.

Section 5. Private Drives and Common Areas. The Association shall at all times maintain the guest parking spaces and Common Areas in good condition and repair unless same have been dedicated to a governmental authority.

Section 6. Right of Entry by Association. Whenever it is necessary to enter a dwelling or a Lot for the purpose of inspection, including inspection to ascertain an Owner's compliance with the provisions of this Declaration, or for performance of any maintenance, alteration or repair to any portion of the dwelling or improvements upon the Lot, the Owner thereof shall permit the authorized agent of the Association to enter such dwellings, or go upon the Lot, provided that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

Section 7. Others. Where reasonably possible, the Association shall also maintain the vegetation and any landscaping upon areas that are not within the Properties but abut same and are owned by a utility or governmental authority, so as to enhance the appearance of the Properties, such as swale areas within the right-of-way of abutting public streets or roads and areas within drainage canal right-of-way.

#### ARTICLE VIII

#### COMMON AREA

Section 1. Members' Easements. Each member of the Association and each Tenant, agent and invitee of such member shall

have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, private streets, sidewalks, and driveways from time to time laid out on Common Areas for use in common with all other members, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for walkways, private streets, sidewalks, driveways or any or all of them shall be for the common use and enjoyment of the members of the Association and each member shall have a permanent and perpetual easement of the use of such portion of such lands as common open space in such manner as may be regulated by the Association.

Section 2. Extent of Members' Easements. The members' easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable rules and regulations for the use of the common areas;

(b) The right of the Association to suspend the right of an Owner to use the facilities for any period during which any assessment against his unit remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a member to use the said facilities for a period not to exceed sixty (60) days for any other infraction of this Declaration or the rules and regulations.

(c) The right of the Association to mortgage any or all of the facilities constructed on the common area for the purposes of improvements or repair to Association land or facilities

pursuant to approval of the Developer and of fifty-one percent (51%) of the votes of the owners who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose.

(d) The right of the Developer or the Association to dedicate or transfer all or any part of the common areas to any public agency, authority, or utility for such purposes and upon such conditions as may be agreed to by the members provided, however, that no such dedication or transfer by the Association shall be effective unless approved by the Developer so long as the Developer owns at least one Lot within the Madison Lakes Property and by seventy-five percent (75%) of the members present and voting at a regular or special meeting of members duly called and regularly conducted in accordance with the By-Laws.

Section 3. Utility Easements. Public utilities may be installed underground in the common areas when necessary for the service of the Madison Lakes Property, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Fire, police, health, sanitation, and other public service personnel and vehicles shall have a perpetual, non-exclusive easement for ingress and egress over and across the common areas.

Section 5. Easement for Unintentional and Non-Negligent Encroachments. If a lot or the residence thereon shall encroach upon any portion of the common areas, any easement, or upon any



other lot by reason of original construction or by the non-purposeful or non-negligent act of an owner or Developer, then an easement for such encroachment shall exist so long as the encroachment exists.

Section 6. Additional Easements. The Developer (during any period in which there are any unsold lots within the Madison Lakes Property) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television, or other utility easements, to relocate any existing utility easement in any portion of the Madison Lakes Property, and to grant access easements and to relocate any existing access easement in any portion thereof, for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easement, or the relocation of existing easements, will not prevent or unreasonably interfere with the use of any residence for dwelling purposes. The Developer, its successors and assigns, shall have a perpetual, non-exclusive easement for ingress and egress over, upon and across roadways and common areas, as the same exist on the Madison Lakes Property.

Section 7. Delegation of Use. Any member may delegate his right of enjoyment to the common area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association, and included within the rules and regulations.

Section 8. Damage or Destruction of Common Area by Owner. In

the event any common area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or member of his family, such Owner does hereby authorize the Association to repair said damages area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the unit as provided herein.

Section 9. Title to Common Area. The Declarant may retain the legal title to the Common Area or portion thereof until such time as it has completed improvements on the properties, but notwithstanding any provisions hereto, the Declarant hereby covenants that it shall convey the Common Area and portions hereof to the Association, free and clear of all liens and financial encumbrances not later than the completion and sale of the last unit. Members shall have all the rights and obligations imposed by the Declaration with respect to such Common Area.

Section 10. Each Lot Owner shall give to the Association an easement to their property to perform any covenant herein.

#### ARTICLE IX

##### MAINTENANCE OBLIGATION OF LOT OWNERS

Section 1. Owner's Responsibility. Each Lot Owner is responsible for the repair, maintenance and/or replacement at his

expense for all portions of the dwelling and other improvements constructed on his Lot which are not to be maintained by the Association as hereinbefore provided. Accordingly, each owner shall maintain at his expense the interior of the dwelling, including but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each owner shall maintain at his expense the roof and all structural, electrical, mechanical and plumbing elements thereof, excluding the maintenance of the exterior surface thereof. The maintenance of the exterior of the structure is the responsibility of the Association in accordance with the provisions hereinbefore provided. Owner is strictly prohibited from performing any maintenance duties of the Association without prior consent from the Board of Directors, including the painting, cleaning, repair or replacement of the exterior surfaces of the walls, (except for windows and screens) roof or fence located on a Lot and planting of additional landscaping.

Section 2. Maintenance of Common Areas, Lawns and Exteriors of Residences. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas (upon completion of construction by Developer), including but not limited to, all landscaping, sprinkler pipes and systems, paving, drainage structures, street lighting fixtures and their appurtenances,

sidewalks, and other structures in the common area, except public utilities, all such work to be done as ordered by the Board of Directors. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. The Association shall be responsible for all lawn maintenance including cutting of the grass. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI hereof. Such assessments shall be against all lots equally; provided, however, that the cost of any maintenance, repair, or replacement caused by the negligent or willful conduct of a member or by the failure of a member to comply with the lawfully adopted Rules and Regulations shall be levied as a special assessment against such member. No owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the common areas or abandonment of his right to use the common areas. The Association, its successors and assigns, shall have a perpetual, non-exclusive easement for ingress and egress over, upon, and across all lots, and to excavate on lots in connection with the maintenance of sprinkler pipes and systems and other utilities, to the extent necessary for the performance of the work to be performed pursuant to this Section provided, however, that the party causing any such excavations shall restore disturbed areas to the condition thereof immediately after such excavations.

Section 3. Owner Liability. Should any Owner do any of the following:

(a) Fail to perform the responsibilities as set forth in Section 1 of this Article IX; or

(b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or,

(c) Undertake unauthorized modifications or additions to his dwelling or to any other portion of his Lot which violates ARTICLE VIII or IX or the provisions of ARTICLE XI.

The Association, after approval by two-thirds (2/3) vote of the Board of Directors and ten days prior written notice, shall have the right, through its agents and employees, to enter upon said lot and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized modifications or additions. The cost thereof, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Lot is subject.

ARTICLE X

EASEMENT FOR ENCROACHMENTS

In the event that any dwelling or other improvement upon a Lot shall encroach upon any other lot or improvement thereon, for any reason, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist. The same shall apply to parking spaces for each lot.

ARTICLE XI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval Necessary. No building, outbuilding, garage, fence, wall, swimming pool area, aerial, antenna, sewer, drain disposal system, paving, retaining wall or other structure of any kind be erected, constructed, placed or maintained on the property, nor shall any alteration, addition, changing repairing, remodeling, or adding to the exterior thereof or to the landscaping (except for the privacy area) be made, unless prior to the commencement of any construction, excavation, or other work, two sets of complete plans and specifications therefor, including front, side and rear elevations and floor plans for each floor and two plot plans indicating and fixing the exact location of such structures or such altered structure on the lot with reference to the street and side lines thereof shall have been first submitted in writing for approval and approved in writing by an Architectural Committee.

Any change in the exterior appearance of any residence, including fences, walls, pool or patio enclosures, shall be deemed an alteration requiring approval. The Board of Directors shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

Section 2. Membership to Committee. The Architectural Committee shall consist of the following:

WILLIAM KRAUT

ALAN PINKWASSER

In the event of the resignation, failure, refusal or inability

of any member to act, and in the event Declarant fails to fill any such vacancy within thirty (30) days of such occurrence, the Board of Directors shall select and fill any such vacancy by appointment for a term as determined by the Board.

Section 3. Criteria.

(a) The Architectural Control Committee shall adopt criteria from time to time for making decisions relating to approval or disapproval of Plans submitted. Such criteria may be amended from time to time by the Architectural Control Committee. Each Lot Owner, his heirs, successors and assigns, (by acceptance of a deed for his Lot, whether or not it shall be so expressed in any such deed or other conveyance) shall be bound by such criteria or any amendments or revisions thereof, notwithstanding the fact that such criteria, amendments or revisions are adopted after the lot owner purchases his lot.

(b) Such criteria may include but shall not be limited to considerations as to size, style, color, conformity of design, location, relationship with surrounding structures, impact on neighboring lots, aesthetic qualities and quality of construction.

(c) It is intended that the Architectural Control Committee have flexibility in determining criteria based on the existing structure at the time the members of the Architectural Control Committee are sitting; provided, however, that no amendments or revision of the criteria shall be applicable to a request for approval of an addition, change, improvement or alteration received by the Architectural Control Committee prior to

the adoption of such amendment or revision.

(d) All submissions to the Architectural Control Committee shall be considered on an individual basis. The fact that an identical or similar submission may have been approved or disapproved by the Architectural Control Committee may be considered by the Architectural Control Committee but such prior determination shall not be binding on the Architectural Control Committee with respect to its decision on any pending submission.

(e) All plans must be approved by all Governmental Authorities including the County of Palm Beach.

Section 4. Endorsement of Plans. Approval of plans, specifications and location of buildings by the Architectural Control Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Architectural Control Committee to the person submitting the same. The approval of the Architectural Control Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Control Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other lots.

Section 5. Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Architectural Control Committee, no building, outbuilding, garage, fence, wall retaining wall, or other structure



of any kind shall be erected, constructed, placed, altered or maintained upon the properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Control Committee. Upon completion of the improvements or alterations, the lot owner shall give written notice of said completion to the Architectural Control Committee.

Section 6. Deemed Approval.

(a) After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of this Article XI unless notice to the contrary shall have been recorded in the office of the Clerk of the Circuit court, in and for Palm Beach County, Florida or legal proceedings shall have been instituted to enforce such compliance..

(b) In the event that the Architectural Committee shall fail, for a period of thirty (30) days to approve or disapprove any plans, specifications, or plot plans, submitted to it for approval, the same shall be deemed to have been approved.

Section 7. Right of Entry. Any agent or member of the Architectural Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Architectural Committee under construction or on or in which the agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred.

Section 8. Declarant Exempt. The Declarant and Lots owned by the Declarant shall be exempt from the application of this Article XI and Declarant therefore is not obligated to comply with the provisions hereof.

Developer Lots. Any and all lots and the residences thereon owned by the Developer (including but not limited to lots and residences, if any, used as sales models, administrative offices or both) shall not be assessed as provided herein for so long as such lots and residences are owned or leased by the Developer. Such lots and residences shall become subject to assessment upon the delivery of possession thereof to any Owner other than the Developer.

Section 9. Compliance with Law. Even though such addition, change, improvements or alteration has been approved, it shall conform to the applicable laws and codes then in effect promulgated by the County of Palm Beach, Florida.

## SECTION XII

### RIGHTS OF DECLARANT

#### Section 1. Sales Activity and Developer's Rights.

Until the Developer has completed and sold all the lots in Madison Lakes Property, neither the Owners, the Association nor any use of the Common Areas shall interfere with the completion of the contemplated improvements and the sale of lots. The Developer (or its duly authorized agents or assigns) may make such use of the unsold residences and the Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance

of sales offices for the showing of Madison Lakes and display of signs, billboards, placards, and visual promotional materials. The Developer shall have the right to use unassigned parking spaces for prospective purchaser and such other parties as Developer determines. Developer reserves the right to complete the development of Madison Lakes Property including the common areas, notwithstanding that a purchaser of any lot has closed title.

Section 2. Easements. For a period of fifteen (15) years, commencing upon the recordation of this Declaration, Declarant reserves the right to grant, in its sole discretion, easements for ingress and egress and for drainage and utilities service over, upon and the Properties, so long as any said easements do not run under any residences on the lots nor interfere with the intended uses of any portion of the Properties.

#### ARTICLE XIII

##### ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Declarant herein contained may be deeded, conveyed or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records of Palm Beach County, Florida.

The rights and privileges reserved in the Declaration in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights, and such rights may be exercised by the Developer, the nominee, the assignee or designee

of the Developer, the successor or successors in interest of the Developer, or the successor or successors in interest of the nominees, assignees, or designees of the Developer.

#### ARTICLE XIV

##### RULES, REGULATIONS AND RESTRICTIONS

Section 1. Rules and Regulations. Every Owner's use and enjoyment of his lot shall be subject to such rules, regulations and restrictions as are adopted by the Board of Directors of the Association with respect to the use by an Owner of his lot.

Section 2. Restrictions; Covenants Running with the Land. The agreements, covenants, and conditions and restrictions set forth are incorporated herein and made a part hereof as if fully set forth herein and shall constitute an easement and servitude in and upon the lands described in ARTICLE I and every part thereof, and they shall run with the land and shall inure to the benefit of and be enforceable by the Developer and/or the Association and/or the Owner(s) and failure to enforce any building restrictions, covenants, conditions, obligations, reservations, rights, powers, or charge hereinbefore or hereinafter contained, however long continued, shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not, however, give rise to any liability on the part of Developer and/or Association with respect to parties aggrieved by such failure.

Section 3. Remedies for Violation. Violation or breach of

any condition, restriction or covenant herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions, or covenants and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such owner was in violation of said restrictions. Expenses of litigation shall include reasonable attorneys fees incurred by Developer and/or Association in seeking such enforcement. The invalidation by any court of any of the restrictions herein contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

Section 4. Transaction of Business by Developer. Notwithstanding any other provision in this Declaration, the Developer is irrevocably empowered to sell, lease, or rent lots on any terms to any purchasers or lessees for as long as it owns any lots. The Developer shall have the right to transact any business necessary to consummate sales of said lots, including but not limited to the right to maintain and use models and sales areas, have signs, have employees in the offices, use the private drives, Common Areas and Lakes, and show lots. Sales office signs and all items pertaining to sales shall not be considered property of the Association and shall remain the property of the Developer.

Section 5. In order to change or amend any Rule or Regulation or adopt new rules and regulations, the same must be duly adopted

by at least a 51% affirmative vote or consent of the Board of Directors. No vote of the membership shall be required. A change, amendment, or adoption of a rule or regulation shall not require an amendment to the Declaration or the By-Laws.

ARTICLE XV

USE OF PROPERTY

Section 1. Protective Covenants. All lots shall be owned, improved, occupied, used, conveyed, transferred and encumbered according to and subject to the covenants and restrictions contained in this article.

Section 2. Residential Use. All lots shall be used, improved, and devoted exclusively for residential use. Nothing herein shall be deemed to prevent the Owner from leasing a residence for a term no shorter than three months, but not more often than once per year, subject to all of the provisions of the Declaration. Temporary uses of lots and residences conducted thereon for model homes, parking lots, sales offices and administrative offices by the Developer shall be permitted until the Developer has sold all lots owned by it within the Madison Lakes Property.

Section 3. Restrictions on Further Subdivision. No lot shall be further subdivided or separated by any Owner, and no portion less than all of any such lot, nor any easement or other interest therein shall be converted or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments from being

cited, delivered, and recorded.

Section 4. Zoning. Uses which do not conform to Palm Beach County zoning ordinances, as same may have been modified by variance, special use or otherwise, if applicable, will not be permitted upon the Madison Lakes Property.

#### ARTICLE XIV

#### PROHIBITED USES

Section 1. No owner, lessee, their guests or visitors shall make or permit any disturbances that will interfere with the rights, comforts or conveniences of others.

Section 2. All garbage cans, trash containers, bicycles, and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Each owner shall be responsible for depositing his garbage and trash in receptacles as required by the County of Palm Beach. For sanitary reasons, all trash and garbage shall be in plastic bags and tied securely.

Section 3. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed.

Section 4. No horses, hogs, cattle, cows, swine, goats, sheep, poultry or other animals, not commonly considered household pets, or reptiles, shall be kept, raised or maintained on any lot; PROVIDED, HOWEVER, that dogs, cats and other household pets may be kept in reasonable numbers in the dwelling if their presence causes no disturbance to others. All pets shall be kept on a leash and shall be walked only on areas designated for pets by the Board of Directors, if any. Under no circumstances shall any commercial or

business enterprise including commercial breeding, involving the use of animals that may be kept on any lot and conditions and restrictions with respect thereto.

Section 5. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any lot.

Section 6. No recreational vehicles, boats, trailers, or business vehicles shall be parked on the properties. No vehicles of any nature shall be parked on any portion of the properties, or the Common Area except on the surfaced parking area of the Common Area. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance as the changing of a tire, battery, etc. No vehicle with a commercial license or advertisement for business can be parked on the property.

Section 7. No outdoor clothes drying shall be allowed. No exposed antennas shall be allowed.

Section 8. Unit owners may install hurricane shutters however only in accordance with all governmental authorities and same must be uniform throughout the Development. The aforesaid is subject to the requirements of Article XI herein.

Section 9. No signs shall be placed, erected or displayed on any exterior portion of the dwelling, courtyard, or window or dwelling. An area within the recreation area shall be provided for posting such notices.

Section 10. No trade or business shall be conducted, nor any commercial use made of any residential lot except by the Developer.

Section 11. No solicitors permitted on the property.



Section 12. No elevations of the lots can be modified in MADISON LAKES.

Section 13. All lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist.

Section 14. No nuisance shall be allowed upon any lot or any use or practice that is a source of annoyance to other lot owners or interferes with the peaceful possession and proper use of the lots by the residents thereof.

Section 15. No offensive or unlawful use shall be made of any lot and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdictions shall be strictly observed.

Section 16. No television or radio masts, towers, poles antennas, aerials, or appurtenances may be erected, constructed or maintained.

Section 17. No Burial of Pipe and Tanks. No water pipe, gas pipe, sewer pipe, drainage pipe, or storage tank shall be installed or maintained on any lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth.

Section 18. Nuisances. Nothing shall be done on any lot which may be or may become an annoyance or nuisance to the neighborhood. In the event of any question as to what may become a nuisance, such question shall be submitted to the Board of

Directors for a decision in writing and its decision shall be final.

Section 19. No refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any lot; and in the event an Owner shall fail or refuse to keep his lot free of refuse or other unsightly objects, then the Association may enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass, except, however, that the Owner shall be given at least five days prior written notice of such action.

Section 20. The use of any driveway or parking area which may be in front of, adjacent to, or part of any lot as a parking place for golf carts, commercial vehicles, trailers, or boats is prohibited. The term "commercial vehicle" shall include all trucks and vehicular equipment exclusive of station wagons and passenger cars, but shall include all vehicles with flat beds. No motor vehicle of any kind may be disassembled, serviced, or repaired on any lot in such a manner as to be visible from any point on an adjacent lot or the street.

Section 21. Walls or Fences. No wall, fence, hedge, or similar structure (except walls, fences, hedges or similar structures constructed by Developer) shall be placed, constructed, erected, or permitted on any lot except with the express written permission of the Board of Directors.

Section 22. Shutter, Aerials, and Mailboxes. No exterior radio, television, or other antenna or aerial may be erected or

maintained within the Madison Lakes Property. No hurricane or storm shutters shall be installed unless the same be of a type approved by the Board of Directors. No mailboxes shall be installed unless the mounting and type is approved by the Board of Directors.

Section 23. Single Family Lots. No building shall be permitted on any lot except one single family dwelling home of the use and occupancy of one family, and no such building shall exceed two stories in height. all garages, porte cocheres, storage areas, garden houses, and any other similar type structure must be attached to such dwelling home so as to constitute one single building.

Section 24. Plan Approval. No building, structure, wall, fence, swimming pool, screen enclosure, terrace, barbecue pit, or other structure or addition thereto shall be placed upon the Madison Lakes Property or any part thereof, nor shall construction thereof commence unless and until all of the requirements, restrictions, and provisions of the Restrictions for Madison Lakes (which among other things, establishes the requirement for obtaining the prior written approval of plans, specifications, and plot plans by the Architectural Control Committee) have been fully fulfilled.

Section 25. Drainage. No changes in elevations of property subject to these restrictions shall be made which will cause undue hardship to adjoining property.

Section 26. Underground Wires. No lines or wires for

communication or the transmission of current shall be constructed, placed, or permitted to be placed within the Madison Lakes Property unless the same shall be protected cables. Any of said lines or wires which are not located within buildings shall be constructed, placed and maintained underground. This shall not apply to any utility, governmental agency or cable company.

Section 27. Signs. no sign of any character shall be displayed or placed upon any lot, including "For Rent" or "For Sale" signs, except owners' and builders' identification signs, the format of which shall be approved by the Board of Directors.

Section 28. Business. No manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever will be conducted upon any lot or in any building or other structure erected thereon except for construction of improvements to the Madison Lakes Property and the sale of lots and residences.

Section 29. Yards, etc. all yards, walkways, driveways, and parking areas located on each lot and other areas of each lot shall be kept by the Owner thereof at his sole cost and expense in a neat and clean condition, free of refuse and debris with the Association cutting all lawn areas.

Section 30. Setbacks. Minimum setbacks shall be those required by Palm Beach County.

Section 31. The following restrictions set forth in this Article XIV shall not apply to Declarant or its agents, employees, successors or assigns during the period of construction and sales of the properties; Sections: 1-3, 6-15, 17-30.

Section 32. All mortgagees of unit owners shall specifically have a complete right of access to all of the common property for the purpose of ingress and egress to any and all units upon which they have a mortgage loan.

Section 33. Utility Easements.

a. There is hereby created a blanket easement upon, across, over, through, and under the Madison Lakes Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service liens and systems, including, but not limited to, water, sewage, gas, telephone, electricity, cable television lines and systems, and security monitoring lines and systems. By virtue of this easement it shall be permissible for the Developer or the providing utility or serve company to install and maintain facilities and equipment on the Madison Lakes Property, to excavate for such purposes, providing the party causing such excavations restores disturbed areas to condition to which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on The Madison Lakes Property except as planned for and approved by the Developer, nor shall the same be located in areas upon which any residence or other building is erected. This easement shall in no way affect any other recorded easements on The Madison Lakes Property. The rights of the Developer as provided in this paragraph shall automatically expire upon Developer selling the last lot in the

Madison Lakes Property to a purchaser and thereupon all rights vested in the Developer in this paragraph shall be deemed to be vested in the Association.

b. Easements for drainage, installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plat or plats of The Madison Lakes Property within these easements, no plantings, buildings or other permanent structures may be placed or permitted to remain which would interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing the Madison Lakes Property and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such services to the lots and Common Areas, under and through the utility easements as shown on the plats and under and through such portions of each lot beyond the buildings, as such buildings may from time to time be located. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage.

c. An easement shall have been deemed granted wherever necessary to those companies furnishing utilities in the residences enabling them to place centralized meters on the exterior walls of

any of the residences.

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## ARTICLE XV

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by the Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any Lot subject to this Declaration and their respective legal representatives, heirs, successors, and assigns, for a term of 99 years from the date this Declaration is recorded, after which time such covenants and restrictions shall be automatically extended for successive periods of 10 years each unless an instrument signed by the then Owner of two-thirds of the lots has been recorded, and all institutional mortgagees holding

first mortgages encumbering the lots of those Owners signing said instrument, agreeing to change or terminate said covenants and restrictions in whole or in part.

Section 4. Captions. The captions and table of contents used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of the text of this Declaration.

Section 5. Limitations. So long as the Declarant is in control of the Association and is pursuing the development of Madison Lakes, the Association shall take no action whatsoever in opposition to the development plan of Madison Lakes or to any changes proposed thereto by the Declarant.

Section 6. Context. Whenever the context so requires, any pronoun used herein shall be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein shall be deemed to mean the corresponding plural form hereof and vice versa.

Section 7. No Implied Waiver. The failure of the Declarant, the Association, the Board of Directors, or any owner to object to an owner's or other party's failure to comply with any covenant, restriction, or provision contained herein shall in no event be deemed a waiver of any such covenant, restriction, or provision.

Section 8. Conflicts. In the event of any inconsistency between this Declaration and the Articles and By-Laws of the Association, the provisions of this Declaration shall supersede, govern, and control.



Section 9. Amendments. The process of amending this Declaration shall be as follows:

a. Until the date ("First Lot Sale Date") of the closing of the first conveyance of a lot by Developer to an Owner other than Developer, any amendments may be made by Developer above, which amendment shall be signed by or on behalf of Developer and need not be joined by any other party.

b. After the first Lot Sale Date, this Declaration may be amended only with the consent of (i) two-thirds (2/3) of all owners, (ii) a majority of the entire Board, and (iii) each institutional mortgagee holding a mortgage on any lot. the aforementioned consents must be in writing and shall be affixed to the amendment to this Declaration.

(c) Notwithstanding anything to the contrary contained herein, (a) no amendment shall be effective which shall, in a material fashion, impair or prejudice the rights or priorities of any Owner, Developer or of any institutional mortgagee affected thereby; (b) so long as Developer is the Owner of any lot in the ordinary course of its business, Developer's written consent must be obtained and affixed to any amendments as a necessary condition precedent to the adoption of such amendment, and in the absence of such consent any purported amendment shall be ineffective, null, and void, and (c) any amendment which would affect the surface water management system, including the water management portions of the Common Areas, must have the prior approval of the South Florida Water Management District; (d) no amendment shall alter the

subordination provisions of this Declaration without the prior approval of any mortgage enjoying such protection.

(d) Notwithstanding the foregoing, so long as the Developer is entitled to elect the entire Board of Directors, Developer may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Owner's Board of Directors, or institutional mortgagees, provided that such amendment does not materially and adversely affect an Owner's property rights. Any such amendment shall be signed by or on behalf of Developer alone and a copy of the amendment shall be furnished to each Owner, the Association and all institutional mortgagees known to the Developer as soon after the recording thereof amongst the Public Records of Palm Beach County, Florida as is practicable.

(e) Any amendment to this Declaration shall become effective upon the recordation thereof in the Public Records of Palm Beach County, Florida.

Section 10. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 11. Open Space. No portion of the Properties containing "open space" in accordance with the Plat of the Properties filed in the Public Records of Palm Beach County, Florida may be vacated in whole or part unless the entire plat is

vacated.

#### ARTICLE XVI

##### COMMON PROPERTY REAL ESTATE TAXES

The Association shall be billed annually by the Palm Beach County Tax Collector's office for the real estate tax on the property owned by the Association. Each Unit Owner shall be responsible for an equal share of that tax of the Association. The Association shall bill each unit Owner for his equal share of the total bill. The bill from the Association must be paid within thirty (30) days from its date. If it is not paid within thirty (30) days, interest shall be charged at the rate of eighteen (18%) percent per annum from its date until paid. The Association shall have the right to pay the unit Owners share of the tax and to file a lien against the property of such unit Owner who shall fail to make the required payment. Said lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of the bill or enforcement of the lien.

#### ARTICLE XVII

##### ARBITRATION

In the event of any dispute among the parties hereto, including the Owners, Developer and Association, such dispute shall be settled by arbitration in Palm Beach County, in accordance with the rules then applying of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction if the Developer agrees. The arbitrators may award costs and reasonable legal fees to the successful party.

This clause shall not apply to the payment and collection of any assessment owned by an owner and to any dispute for which another arbitration provision is provided in the Declaration.

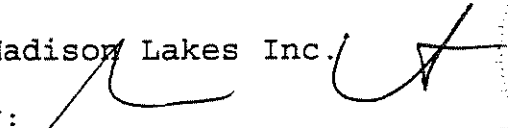
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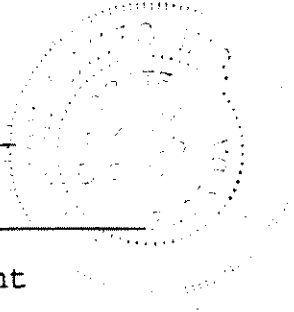
MISCELLANEOUS

Section 1. It is acknowledged that the Lake and Recreation area and part of the parking area may be dedicated to the Association in perpetuity for its members.

Section 2. The Declarant, Madison Lakes Inc., reserves unto itself a non-exclusive easement for ingress and egress upon the property and reserves the right to grant a non-exclusive easement for ingress and egress to others upon said property and further reserves the right unto itself, its' successors, assigns, mortgagees, licensees and franchisees to use any portion of said easements, public and or private utilities, including but no limited to water, sewer, gas, electric, telephone, cable T.V., and other purposes which will not permanently affect the use of the property for its' intended purposes as well as the whole subdivision when it is necessary.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 30 day of November 1995.

Madison Lakes Inc.  
by:   
William Kraut, President



State of Florida)

SS.

County of Palm Beach)

Before me personally appeared William Kraut, as President of Madison Lakes Inc., to me well known and known to me to be the individual described herein and who executed the foregoing instrument as President of said Corporation and produced Driver's License identification and he acknowledged before me that he executed such instrument as such President of said Corporation and that the seal affixed the foregoing instrument is the Corporate Seal of said Corporation and that it was affixed to said instrument by due and regular corporate authority and that said instrument is

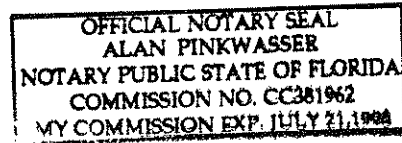
the free act and deed of said Corporation and did take an oath thereto.

Witness my hand and official seal this 30 day of December, 1995.



Notary Public

My Commission Expires:



This instrument prepared by and return to:  
Alan Pinkwasser, Esq.  
2145 N.E. 204th Street,  
North Miami Beach, Florida 33179  
(305) 935-2400

ORB 9156 Pg 1179  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

EXHIBIT A

The West Three-Quarters (W 3/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida;

Less and except: the West 40 feet thereof as conveyed to Palm Beach County by deeds recorded in Official Records Book 7752, Page 1820 and Official Records Book 7744, Page 563, Public Records of Palm Beach County, Florida.