

3. Article 13 shall be revised to add the following provisions:

13.17 Declarant and/or the Madison Green Master Association shall have the right to enter into an agreement for cable television service with respect to the Project or portions thereof. All Owners shall comply with the terms of any such franchise agreement with the cable franchisee and the Owners shall execute such reasonable documents and grant such reasonable easements in connection with such system or service reasonably requested by the Declarant, the Madison Green Master Association and the cable franchisee as may be necessary to install, construct, or maintain any of their respective systems. Additionally, the Owners of any property in the Project will fully cooperate with the provider of cable service with respect to the installation of any wiring, equipment and other apparatus or device required by said provider to be placed on any property within the Project. It is understood and agreed that the Madison Green Master Association shall retain any fee from the franchise operator in consideration for entering into such franchise agreement with respect to any portion of the Project.

13.18 Declarant reserves all rights with respect to the name "Madison Green" or any other such similar name or any other name that Declarant selects or uses for the portions of the Project or any association or club created in connection therewith; provided, however, that any Owner shall have the right to continue to use "of Madison Green" or "at Madison Green" as part of the name of a development within the Project. Except as set forth above, an Owner shall have no right whatsoever to use any of such names in connection with any of the Project or in any advertising or promotional materials or in any other manner without the prior written consent of Declarant.

4. Except as specifically modified hereby, the terms and provisions of the Declaration shall remain unmodified and in full force and effect. Nothing contained in this Amendment shall be deemed to limit Declarant's rights under the Declaration, including, but not limited to, Declarant's paramount right to further modify or amend the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and year set forth above.

Witnesses:

DECLARANT:

MINTO COMMUNITIES, INC.,
a Florida Corporation,

Bv:

Harry L. Posin, Executive Vice President

Signature

T.R. Beer

Print Name _____

Signature

Print Name _____

STATE OF FLORIDA

) SS:

COUNTY OF BROWARD

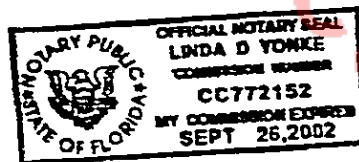
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Harry L. Posin, Executive Vice President of Minto Communities, Inc., a Florida corporation, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 6th
day of July, 2000.

Notary Public

LINDA D YANKE
Typed, printed or stamped name of Notary Public

My Commission Expires:

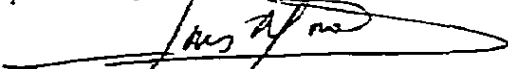


CONSENT OF MORTGAGEE

The undersigned FIRST UNION NATIONAL BANK, a national banking association ("Mortgagee"), the owner and hold of a certain Mortgage and Security Agreement dated as of April 19, 2000 and recorded in Official Records Book 11796, Page 1374, Public Records of Palm Beach County, Florida (as amended from time to time, the "Mortgage"), relating to the real property located in said County and more particularly described in the attached Amendment to Declaration of Covenants, Restrictions and Easements for Madison Green (the "Amendment"), does hereby consent to the Amendment and acknowledge that the lien of the Mortgage on said property is subordinate to the provisions of the Declaration as amended by the Amendment and that the Declaration as amended by the Amendment shall survive any foreclosures of the Mortgage as amended by the Amendment or deed in lieu thereof and shall be binding upon all persons and their successors in title claiming said property by, through or by virtue of the Mortgage; provided, however, that at no time before the Mortgagee becomes the owner of said property shall this Consent (i) obligate the Mortgagee to perform any of the obligations of the grantor or grantee contained in the Declaration as amended by the Amendment, (ii) impose any liability on the Mortgagee for any failure by any other person(s) to perform such obligations, nor (iii) be deemed a limitation on the operation or effect of the Mortgage except as specifically set forth herein.

WITNESS the due execution hereof on behalf of the Mortgagee on July 7, 2000, to be effective as of the date of the Declaration.

Signed and delivered in the presence of these witnesses:



Printed Name: LUIS MORALES



Print Name: D. BRUCE HARTMAN

FIRST UNION NATIONAL BANK,
a national banking association

By: 

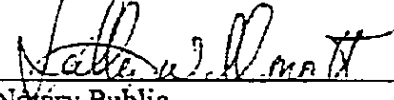
Name: Daniel Miller

Title: Vice President

Address:
200 East Broward Boulevard, 9th Floor
Fort Lauderdale, Florida 33301

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7th day of July, 2000 by
DANIEL MILLER as VICE PRESIDENT of FIRST UNION NATIONAL
BANK, a national banking association. He is personally known to me.



Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

