

This instrument was prepared and should be returned to:
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P.O. Box 810037
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**CERTIFICATE OF AMENDMENT
TO
THE DECLARATION OF CONDOMINIUM
OF
CHATHAM A, A CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF CHATHAM A, A CONDOMINIUM is made this 11 day of October, 2000, by the President and Secretary of the CHATHAM A CONDOMINIUM ASSOCIATION, INC. ("Association"), the condominium association operating the Chatham A Condominium.

WITNESSETH:

WHEREAS, the Declaration of Condominium of the Chatham A Condominium ("the Declaration") has been recorded at Official Records Book 2179, Page 568, of the Public Records of Palm Beach County, Florida; and

WHEREAS, Article VII of the Declaration provides that the Declaration may be amended by the affirmative vote of Voting Members casting not less than one-half (1/2) of those present in person or by proxy provided a quorum is present; and

WHEREAS, amendments to the Declaration of Condominium are to be certified of record as notice to the current and future owners of the property subject to the Declaration of the contents of said amendments.

NOW, THEREFORE, the President and Secretary of the Association hereby certify the following:

1. That a meeting of the members of the Association was properly convened and conducted on Wednesday, October 11, 2000 for the purpose of adopting the amendments to the Declaration, attached hereto and incorporated herein as Exhibit "A." At said members' meeting, a quorum was attained and a number greater than one-half (1/2) of the Voting Members present in person or by proxy approved and adopted the amendments to the Declaration of Condominium, set forth on attached Exhibit "A."

2. That the adoption of the amendments appears in the minutes of the Association and is unrevoked.

3. That the Owner's Agreement of George Faigin is attached hereto as Exhibit "B".

EXHIBIT "A"**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM ("Declaration")
OF CHATHAM A, A CONDOMINIUM**

(Note: Added language in the text is underlined. Deleted language is struck-through.)

1. Article I, Definitions, Section E, Limited Common Elements is amended as follows:

E. Limited Common Elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units. An elevator or lift added to the exterior of the building in accordance with the procedures of this Declaration shall be a Limited Common Element of the "Lift Participant Units" as that term is defined in Article I, Section W of this Declaration.

2. Article I, Definitions, Section W, Lift Participant Unit, is added as follows:

W. Lift Participant Unit, means a Unit whose Owner has the right to use the elevator or lift added to the Condominium as a Limited Common Element and which is responsible, on a pro-rata basis with all other Lift Participant Units, for the expenses associated with said elevator or lift.

3. Article X, Assessments, Section B is added as follows:

B. Addition of Elevator or Lift. If an elevator or lift is added to the Condominium, one hundred percent (100%) of the cost and expense of the installation, insurance, financing, operation, maintenance, repair and replacement of the elevator or lift shall be allocated among the Lift Participant Units, as that term is defined in Article I, Section W, and further described in Article XV, Section B of this Declaration. Each Owner of a Lift Participant Unit shall be obligated to pay a full pro-rata portion of the expense of the installation, insurance, financing, operation, maintenance, repair and replacement of the elevator or lift. The pro-rata portion of the expense of the elevator or lift for which the Owner of a Lift Participating Unit is responsible shall be determined by the Board and set forth in the annual budget based upon the total number of Lift Participant Units as of the first day of the then-current budget year.

(a) It is possible that additional Units may, in accordance with Article XIV, Section B of the Declaration, become Lift Participant Units after the initial construction of the elevator or lift. In the event that additional Units become Lift Participant Units during a budget year, the Board of Directors of the Association, at its next regularly-scheduled meeting shall, by resolution, accordingly adjust the per-Unit, pro-rata responsibility of the elevator or lift expense to be effective from the date the Units become Lift Participant Units

through the end of the then-current budget year. The obligation for such pro-rata expense shall be the personal obligation of the Owners of Lift Participant Units, as well as a burden on the Lift Participant Units. The expense for the installation, financing, operation, maintenance, repair, replacement and insurance of the elevator or lift shall be an assessment against the Lift Participant Units and shall be secured by liens upon the Lift Participant Units, collectible as any other assessment of the Association, including interest and late fees, and including the recovery of attorneys' fees and costs.

(b) The expenses of installation, insurance, operation, maintenance, repair and replacement for the elevator or lift, which expenses shall be borne entirely by the Lift Participant Units shall include, but not be limited to, the following expenses in connection with the elevator or lift:

- (i) the full cost of plans, specifications, permits, insurance, bonds, construction contracts, including contingencies;
 - (ii) legal fees and costs incurred to amend the Association's governing documents to allow the addition of the elevator or lift;
 - (iii) insurance;
 - (iv) reserves for repair and replacement of the elevator or lift;
 - (v) special assessments adopted by resolution of the Board of Directors to fund any expense or need with respect to the elevator or lift not funded by the funds allocated in the budget for the elevator or lift; and
 - (vi) a loan from a lending institution to finance the addition of the elevator or lift.
- (c) If outstanding assessments owed by a Lift Participant Unit for elevator or lift expenses are extinguished by foreclosure of a superior lien, deed in lieu of foreclosure, or bankruptcy, or other reason, the remaining Lift Participant Units shall be equally responsible for the extinguished amount.
- (d) The Association, by action of the Board of Directors only may, but is not required to, borrow funds from a lending institution to fund the addition of an elevator or lift. The Association may be the obligor on the loan with the Association assessing the Lift Participant Units to repay the loan. The Association may pledge its income and assessments as security for the loan. The obligation of the loan shall be imposed and collectible against the Lift Participant Units as any other Association assessments. In addition, Lift Participant Unit Owners may finance the addition of an elevator or lift, but

the specific terms for the financing shall be approved, as a prerequisite, by the Board of Directors.

4. Article XIII, Use and Occupancy, is amended by the addition of the following language:

Elevators or Lifts. If an elevator or lift is added to the condominium pursuant to Article XIV, Section B(2) of the Declaration, only the Owners of Lift Participant Units and their family members, tenants, and guests shall be entitled to use said elevator or lift. The number of Lift Participant Units may increase over time as set forth in this Declaration. The Board of Directors may, from time to time, adopt reasonable rules and regulations governing the use of any such elevator or lift. The Board of Directors may periodically "re-key" any mechanism or lock on the elevator or lift at the expense of the Lift Participant Units, restricting access to such elevator or lift to insure that only the Owners of Lift Participant Units, their family members, tenants and guests have access to the elevator or lift.

5. Article XIV, Maintenance and Alterations, Section B, is amended as follows:

B. (1) Except for the addition of an elevator or lift to the exterior of the building, there shall be no alterations or additions to the Common Elements or Limited Common Elements of this Condominium, where the cost thereof is in excess of ten percent (10%) of the annual budget of this Condominium for common expenses, as to this Condominium, and this Condominium's share of common expenses as to the recreational facilities under the Long Term Lease hereinafter referred to, except as authorized by the Board of Directors and approved by not less than ~~seventy-five percent (75%)~~ a majority of the Unit Owners of this Condominium; provided the aforesaid alterations or additions do not prejudice the right of any Unit Owner unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alterations or additions, as aforesaid, i.e., as to the Common Elements or Limited Common Elements of this Condominium are exclusively or substantially exclusively for the benefit of the Unit Owners requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owners exclusively or substantially exclusively benefitting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit Unit Owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and approved by not less than ~~seventy-five percent (75%)~~ a majority of the Unit Owners exclusively or substantially exclusively benefitting therefrom, and where said Unit Owners are ten (10) or less, the approval of all but one shall be required. The foregoing is subject to the written approval of the Management Firm, as long

as the Management Agreement remains in effect:

(2) Addition of an Elevator or Lift

(a) Unit Owners desiring an elevator or lift added to the exterior of the building for their exclusive benefit shall be permitted to install such elevator or lift at said Unit Owners' sole expense. Unit Owners who add an elevator or lift voluntarily bind themselves, their Units, and subsequent Owners of their Units to pay the full cost and expense, shared on a pro-rata basis with such other Unit Owners who so voluntarily act, for the installation, insurance, operation, maintenance, repair and replacement of the elevator or lift added to the building. The elevator or lift shall be a Limited Common Element exclusively benefitting the Units which become Lift Participant Units. A Unit becomes a Lift Participant Unit where the Owner of the Unit has executed and recorded in the Public Records of Palm Beach County, Florida, an Owner's Agreement in the form attached hereto and made a part hereof as Schedule 1, or in the form subsequently adopted by the Board, and paying any required assessments, fees and/or contributions. Once a Unit Owner has executed the Owner's Agreement, paid any required assessments, fees and/or contributions, and after the Owner's Agreement has been recorded in the Public Records of Palm Beach County, Florida, and any necessary lien holder consents have been obtained, the Unit shall become a Lift Participant Unit forever, together with all existing Lift Participant Units and any subsequent Lift Participant Units. No Unit Owner who has committed his or her Unit to become a Lift Participant Unit by the execution and recording of an Owner's Agreement, nor a subsequent Owner of said Unit, may withdraw his or her Unit from its pro-rata responsibility for the expense incident to the elevator or lift.

(b) Unit Owners desiring to have an elevator or lift added to the exterior of the building shall make application to the Board of Directors for approval, submitting plans and specifications showing the proposed design, location and specifications of the elevator or lift and including any other materials and information required by the Board. The Board, upon approval of the design and location of the elevator or lift, and the imposition of any conditions the Board determines in its reasonable judgment to be appropriate, shall grant approval for the requesting Owners to construct, at the requesting Unit Owners' sole expense, the elevator or lift. Unit Owners requesting the elevator or lift shall be required to execute an Owner's Agreement perpetualy binding their Units and the subsequent Owners of their Units for the cost of maintaining, repairing, replacing, operating and insuring the elevator or lift, as well as providing consent of mortgagees or lien holders of said Units.

(c) The Association may, but is not required to, engage the services of an architect or engineer to assist the Association in the review and approval

process and the entire cost of such architect or engineer shall be borne by the Owners requesting approval to add the elevator or lift.

(d) The location of the elevator or lift shall be determined by resolution of the Board of Directors of the Association, and such determination shall be final and binding.

(e) No Unit which has become a Lift Participant Unit may be excused from payment of its pro-rata share of the cost and expense of installation, financing, operation, maintenance, repair and replacement of the elevator or lift by any means including, but not limited to, waiving the use of the elevator or lift.

(f) Use of the elevator or lift shall be limited to the Owners of Lift Participant Units, and their family members, tenants and guests. The Board of Directors may adopt reasonable rules and regulations regarding access, use and operation of the elevator or lift. A designated representative of the Board of Directors shall have reasonable access to the elevator or lift for the purpose of inspection.

(g) No contractor, subcontractor, material supplier or laborer participating in the construction or installation of the elevator or lift shall have a lien on the Common Elements or Limited Common Elements, and if any such lien should be asserted, the Unit Owners adding the elevator or lift shall indemnify and hold the Association harmless from any liability in connection with any such lien. Further, if any such lien is asserted, the Unit Owners adding the elevator or lift shall immediately bond off or otherwise remove same.

(h) After the addition of the elevator or lift, additional Unit Owners shall be permitted to obtain use of the elevator or lift and make their Units Lift Participant Units upon obtaining written Board approval, executing and recording in the Public Records the Owner's Agreement approved by the Association, perpetually committing the Owners' Unit to be responsible for the pro-rata expense of the elevator or lift, and paying any required assessments, fees and/or contributions. After the addition of the elevator or lift, any Unit Owner who desires to obtain use of the elevator or lift, shall be responsible for making: (1) a cash payment for a pro-rata portion of the cost of the initial construction, to be distributed pro-rata to the then-existing Lift Participant Units, so that all similarly situated Units that enjoy the use of the elevator or lift shall bear the cost of initial construction of the elevator or lift; and (2) a contribution to any reserve fund established for repair and replacement of the elevator or lift. Over time, the Board of Directors may, in its sole business judgment, reduce the cash payment and any reserve contribution required from Owners desiring to obtain use of the elevator after its addition to reflect the depreciated value of the elevator or lift.

6. Article XV Limited Common Elements is amended as follows:

A. Except for the elevator or lift added to the exterior of the building, those areas reserved for the use of certain Unit Owners, to the exclusion of other Unit Owners, are designated as "Limited Common Elements", and are shown and located on the Surveys annexed to Exhibit No. 1. Except for the cost of maintenance, repair or replacement relating to the elevator or lift, any expense for the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common expenses of the Association. Should said maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, servants, and invitees, he shall be responsible therefor, and the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, shall have the right to levy an assessment against the owner of said unit, which assessment shall have the same force and effect as all other special assessments. Where the limited common elements consist of a screened porch, the unit owner who has the right to the exclusive use of said screened porch shall be responsible for the maintenance, care and preservation of the paint and surface walls, including floor and ceiling within said exterior screened porch, and the maintenance, care, preservation and replacement of the screening on the said screened porch, and fixed and/or sliding glass doors in the entrance way to said screened porch, and the replacement of light bulbs on said screened porch. And wiring electrical outlets and fixtures thereon. The Management Firm, as long as the Management Agreement remain in effect, and thereafter, the Board of Directors of the Association, shall assign specific parking spaces to unit owners in the Limited Common Element parking area shown and designate it on Exhibit No. 1 attached hereto.

B. Elevator or Lift. An elevator or lift added in accordance with the procedures of this Declaration shall be the Limited Common Element of the Lift Participant Units as the term Lift Participant Units is defined in Article I, Section V of this Declaration. The number of Units to which the elevator or lift serves as a Limited Common Element may increase over time as additional Units become Lift Participant Units. Owners of Lift Participant Units covenant and agree, for themselves and all subsequent Owners of their Units that additional Units over time may become Lift Participant Units and the number of Units to which the elevator or lift serves as a Limited Common Element shall increase.

This instrument was prepared by
and should be returned to:
Edo Meloni, Esq.
SACHS, SAX & KLEIN, P.A.
Post Office Box 810037
Boca Raton, Florida 33481-0137

OWNER'S AGREEMENT

THE UNDERSIGNED, GEORGE FAIGIN
whose post office address is 22 CHATHAM - A WEST PALM BEACH, FL 33417
is/are the Owner(s) of all right, title and interest in and to the following described parcel of
real property located in Palm Beach County, Florida:

UNIT 22 OF CHATHAM A, A CONDOMINIUM, according to the
DECLARATION OF CONDOMINIUM recorded in Official Records Book
2179, Page 568, et seq., of the Public Records of Palm Beach County,
Florida, together with all amendments thereto (hereinafter referred to as the
"Unit").

On or about October 11, 2000 the membership of the Chatham A Condominium
Association, Inc. amended the Declaration of Condominium of Chatham A, a
Condominium, to allow the addition of an elevator or lift for the benefit of the Owners who
agree to pay for the entire cost of the elevator or lift, and subject to other conditions set
forth in said amendments.

The undersigned Owner(s) agree to adding an elevator or lift to the Condominium
for the benefit of the Unit, such installation being subject to the following conditions:

1. The entire cost of installation, insurance, operation, maintenance, repair and
replacement of the elevator or lift shall be the responsibility of the undersigned Owner(s)
shared on a pro-rata basis with other Unit Owners who execute similar Owner's
Agreements agreeing to be responsible for all said costs. Said costs shall be the personal
obligation of the undersigned Owner(s) as well as the personal obligation of all subsequent
owners of the Unit. Said costs shall also perpetually burden the Unit and shall be collectible
as assessments against the Unit.

2. The elevator or lift shall be for the benefit of and shall be a Limited Common
Element of the Lift Participant Units as that term is defined in the Declaration of
Condominium. The undersigned Owner(s) covenant(s) and agree(s) that the number of Lift
Participant Units may increase over time as additional Owners commit to fund the elevator
or lift. The undersigned Owner(s) covenant(s) and agree(s) that the number of units to
which the elevator or lift serves as Limited Common Element may increase over time.

3. All the terms of the amendment to the Declaration pertaining to the addition
of an elevator or lift are applicable, and Owner(s) agree(s) to abide by the terms of the
Declaration as amended and specifically agree to abide by the amendment pertaining to
the addition of an elevator or lift. In the event of a conflict between this Owner's
Agreement and the Declaration of Condominium, as amended, the terms of the Declaration
of Condominium as amended shall govern.

4. This Owner's Agreement shall be recorded in the Public Records of Palm Beach County, Florida.

Owner(s) do(es) hereby agree, on his/her behalf and on behalf of the Unit, and each subsequent owner of the Unit, by acceptance of a deed or other instrument of conveyance for the acquisition of title thereto in any manner, whether or not it shall be so expressed in such deed or instrument, is and shall be deemed to have so agreed, to the terms, obligations and conditions here to as appurtenant to and coextensive with title to the above-referenced condominium Unit in the Chatham A Condominium.

WITNESSES:	OWNER(S) OF UNIT:
SIGN: <u>[Signature]</u>	SIGN: <u>[Signature]</u>
Print name: <u>Liliana Yanofsky</u>	Print name: <u>George FAIGIN</u>
SIGN: <u>[Signature]</u>	Date: <u>9/20/00</u>
Print name: <u>David Bernstein</u>	
SIGN: _____	SIGN: _____
Print name: _____	Print name: _____
SIGN: _____	Date: _____
Print name: _____	

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 20th day of SEPTEMBER, 2000, by GEORGE FAIGIN and _____ who is (are) personally known to me or has (have) produced CENTURY VILLAGE I. D. as identification.

[Signature]
NOTARY PUBLIC ROBERT FOGELMAN
SEAL 7-22-01

