

This instrument was prepared by:
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Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM AND 1999 UCO MODEL DOCUMENTS
CENTURY VILLAGE, WEST PALM BEACH
AMENDED DECLARATION OF CONDOMINIUM OF
CHATHAM B CONDOMINIUM**

WHEREAS, the **Declaration of Condominium for Chatham B Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2179** at Page **614**; and

WHEREAS, the **1999 UCO Model Documents Century Village, West Palm Beach for Chatham B Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book **11019** at Page **756**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Chatham B Condominium Association, Inc.**, a Florida not-for-profit corporation, held **January 15, 2012**, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Condominium are a true and correct copy of the amendments as amended by the membership.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM
CHATHAM B CONDOMINIUM ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

VI
COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Condominium, including the obligation of each unit owner under the Long-Term Lease and any Management Agreement shall be shared by the unit owners as specified and set forth in "Exhibit A". The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium parcels, their location, or the building square footage included in each Condominium unit. Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the common elements – any common surplus being the excess of all receipts of the Association, for this Condominium, including but not limited to assessments, rents, profits and revenues on account of the common elements of this Condominium, over the amount of the common expenses of this Condominium.

Common expenses shall also include reasonable transportation services, insurance for officers and directors, road maintenance and operation expenses, and security services which are reasonably related to the general benefit of the unit owners even when such services and expenses are not attached to or part of the common elements of the Condominium. Common expenses shall also include the funds necessary to protect the

common elements and other units when a unit owner fails to properly maintain his or her unit pursuant to the authority provided by Article XIV.D of this Declaration.

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XIV
MAINTENANCE AND ALTERATIONS

* * *

C. Each unit owner agrees as follows:

1. To maintain in good condition and repair, his unit and all interior surfaces within or surrounding his unit, including the screened porch (such as the surfaces of the walls, ceilings and floors) whether or not part of the unit or the common elements, and the entire interior of his unit, and to maintain and repair the fixtures and equipment therein, which includes but is not limited to the following, where applicable; - air conditioning and heating units, refrigerators, stoves, fans, hot water heaters (which shall be replaced by the unit owner at the unit owner's sole cost and expense on the tenth anniversary of the installation of the hot water heater in the unit), dishwashers, and all other appliances, drains, plumbing fixtures and connections, sinks, all plumbing and water-lines with the unit, electric panels, electric wiring and electric outlets and fixtures within the unit, and including those within the screened porch; interior doors, windows, screening and glass, including screening on the screened porch, sliding glass doors, including the operating mechanisms, all exterior doors, except the painting of exterior doors shall be a common expense of the Condominium; replace lights on screened porch and pay for all his utilities – i.e., electric, water, sewage and telephone. Where a unit is carpeted, the cost of maintaining and replacing the carpeting shall be borne by the unit owner.

2. Not to make or cause to be made any structural addition or alteration to his unit or to the common elements. Alterations within the unit may be made with the prior written consent of the Association, and all Mortgagees holding a mortgage on his unit.

3. To make no alterations, decorations, repair, replacement or change of the common elements, or to any outside or exterior portion of the building(s) whether, within a unit or part of the common elements. Said parties shall comply with the Rules and Regulations adopted by the Board of Directors. The unit owner shall be liable for all damages to another unit, the common elements or the Condominium property, caused by the unit owner's contractor, sub-contractor, or employee, whether said damages are caused by negligence, accident or otherwise.

4. To allow ~~the Management Firm~~, the Board of Directors, or the agents or employees of the ~~Management Firm~~, or the Association to enter into any unit, during reasonable hours, for the purpose of maintenance, inspection of compliance with all of the requirements of Article XIV of this Declaration, repair, or replacement of the improvements within the units or the common elements, or to determine in case of emergency, circumstances threatening units or the common elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

5. To show no signs, advertisements or notices of any type on the common elements or on or from within his unit or on or from within his motor vehicle, and A unit owner shall not erect an exterior antenna or aerials, except as consented to by the Board of Directors or as permitted by applicable law, as amended from time to time. ~~of the Associations.~~

D. In the event the owner of a unit fails to maintain said unit and limited common elements, as required herein, or makes any alteration without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the

~~Board of Directors Association, or the Management Firm~~, on behalf of the Association, and ~~on its own behalf~~, shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the ~~Management Firm, or the Association, Board of Directors~~ shall have the right to levy an a special assessment against the owner of a unit, and the unit, for such necessary sums to 1) remove any unauthorized addition or alteration ; and 2) to restore the property to good condition and repair; 3) to repair or replace damaged water heaters or to replace water heaters which are more than ten (10) years old and special assess the unit owner for the cost of same; and 4) to perform maintenance within the unit to protect the unit, other units or the common elements as necessary when the unit owner fails to perform such maintenance. Said assessment shall have the same force and effect as all other special assessments. The ~~Management Firm, or the Association~~, shall have the further right, either before or after a special assessment is levied as described above, to have its employees or agents, or any sub-contractors appointed by it, enter a unit at all reasonable times to do such work as is deemed necessary by ~~the Management Firm, or by the Board of Directors of the Association~~, to enforce compliance with the provisions thereof.

* * * * *

WITNESS my signature hereto this 24 day of January, 2012, at West Palm Beach, Palm Beach County, Florida.

CHATHAM B CONDOMINIUM ASSOCIATION, INC.

Marilyn Lanflisi
 Witness
Marilyn Lanflisi
 (PRINT NAME)

Ronald Massa
 Witness
RONALD MASSA
 (PRINT NAME)

By: Edward Black
 President

Attest: William T. Todd
 Secretary

STATE OF FLORIDA :
 COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 24 day of January 2012, by Edward Black and William Todd, as Pres and Secretary, respectively, of **Chatham B Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced CV-ID as identification and did take an oath.

Mary E. Patrick (Signature)
MARY E. PATRICK (Print Name)
 Notary Public, State of Florida at Large

ACTIVE: 3644405_1

