

This instrument was prepared by:
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625 North Flagler Drive - 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
CHATHAM M CONDOMINIUM**

WHEREAS, the **Declaration of Condominium for Chatham M Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2212** at Page **626**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Chatham M Condominium Association, Inc.**, a Florida not-for-profit corporation, held **May 28, 2015**, 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 OF
CHATHAM M CONDOMINIUM**

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

XIV.

MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a Contract with any firm, person or corporation, or may join with other Condominium Associations and entities, in contracting for the maintenance and repair of the Condominium property(s), and other type properties, and may contract for or may join with other Condominium Associations and entities in contracting for the management of the Condominium property(s) and other type properties, and may delegate to the Contractor or Manager all of the powers and duties of the Association, except such as are specifically required

in this Declaration, or the By-Laws, to have the approval of the Board of Directors or the membership of the Association. The Contractor or Manager may be authorized to determine the budget, make assessments for common expenses and collect assessments, as provided by this Declaration and By-Laws. ~~The Association, through its Board of Directors, has entered into a Management Agreement attached as Exhibit No. 4, which encompasses the provisions of this paragraph.~~

B. 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 this consent has been obtained.~~ Any alterations or additions to the common elements or limited common elements of this Condominium, or any part thereof, costing less than the ten percent (10%) threshold described above, may be approved by the Board of Directors without approval of the unit owners. The cost of the foregoing shall be assessed as common expenses. Where any alteration or addition, as aforescribed, 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 owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owner(s) exclusively or substantially exclusively benefiting, 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 (75%) percent~~ a majority of the unit owners exclusively or substantially exclusively benefiting 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.~~

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, dishwashers, and all other appliances, drains, plumbing fixtures and connections, sinks, all plumbing and water-lines within 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, waste, 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 a unit may be made with the prior written consent of ~~the Management Firm and~~ 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. Unit owners may use such contractor or sub-contractor within their units as are approved by ~~the Management Firm, as long as the Management Agreement remains in effect, and thereafter~~ by the Board of Directors of the Association. Said parties shall comply with the Rules and Regulations adopted by ~~the Management Firm and, thereafter,~~ 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,~~ the Board of Directors, or the Association, to enter into any unit for the purpose of maintenance, inspection, 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 his unit, and erect no exterior antenna or aerials, except as consented to by ~~the Management Firm, as long as the Management Agreement remains in effect, and thereafter,~~ by the Board of Directors of the Association.

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 provision hereof, the Association, ~~or the Management Firm, on behalf of the Association, or 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, 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 a unit, and

the unit, for such necessary sums to remove any unauthorized addition or alteration, and to restore the property to good condition and repair. Said assessments shall have the same force and effect as all other special assessments. ~~The Management Firm, for as long as the Management Agreement remains in effect, and thereafter, the Association,~~ shall have the further right 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, for as long as the Management Agreement remains in effect, and thereafter,~~ by the Board of Directors of the Association, to enforce compliance with the provisions thereof.

E. ~~The Management Firm, as long as the Management Agreement remains in effect, and thereafter,~~ the Association, shall determine the exterior color scheme of the building(s) and all exteriors, and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of ~~the Management Firm, as long as the Management Agreement remains in effect, and thereafter,~~ the Association.

F. The Association shall be responsible for the maintenance, replacement and repair of the common elements and all portions of the Condominium property not required to be maintained, repaired or replaced by the unit owner(s); ~~however, said responsibility has been undertaken by the Management Firm for the period of time provided in the Management Agreement attached hereto as Exhibit No. 4.~~ Where portions of the Condominium property are a lake or drainage lagoon, or are subject to the easement of being a drainage lagoon, it being understood that lakes are a portion of a drainage lagoon, the cost of maintaining same shall be a common expense of the Condominium. Where a Condominium abuts a roadway designated as a "collector road" within Century Village, by the Lessor under the Long-Term Lease, the cost of maintaining the landscaping within the said roadway which abuts the Condominium property shall be the obligation of the Condominium. Collector roads within Century Village shall include, but are not limited to, Century Boulevard, North Drive, South Drive, East Drive and West Drive.

* * * * *

[Signature page to follow]

WITNESS my signature hereto this 6TH day of JULY, 2015, at West Palm Beach, Palm Beach County, Florida.

CHATHAM M CONDOMINIUM ASSOCIATION, INC.

John Masseria
Witness
JOHN MASSERIA
(PRINT NAME)

By: Frank J. Conish
President

Fred Neust
Witness
FRED HEISEK
(PRINT NAME)

Attest: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6TH day of JULY, 2015, by FRANK CONISH and G. SAFIRIS, as PRES. and SEC., respectively, of **Chatham M Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced CV IDs as identification and did take an oath.

Ronald E. Massa (Signature)

RONALD E MASSA (Print Name)

Notary Public, State of Florida at Large

