

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

**CERTIFICATE OF AMENDMENT TO THE
1990 UCO MODEL DOCUMENTS
CENTURY VILLAGE, WEST PALM BEACH
AMENDED DECLARATION OF CONDOMINIUM FOR
CHATHAM P CONDOMINIUM
AND THE AMENDED AND RESTATED BY-LAWS FOR
CHATHAM P CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium for Chatham P Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 2199 at Page 1157; and

WHEREAS, the 1999 UCO Model Documents Century Village, West Palm Beach for Chatham P Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 11019 at Page 755; and

WHEREAS, the Amended and Restated By-Laws for Chatham P Condominium Association, Inc. have been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 27195 at Page 950; and

WHEREAS, at a duly called and noticed meeting of the membership of Chatham P Condominium Association, Inc., a Florida not-for-profit corporation, held February 2, 2020, the aforementioned Amended Declaration of Condominium and Amended and Restated By-Laws were amended pursuant to the provisions of said Amended Declaration of Condominium and Amended and Restated By-Laws.

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

**AMENDMENTS TO THE
1999 UCO MODEL DOCUMENTS
CENTURY VILLAGE, WEST PALM BEACH
AMENDED DECLARATION OF CONDOMINIUM FOR
CHATHAM P CONDOMINIUM**

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

ARTICLE XI

PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

A. SALE OR RENTAL OF UNITS – Association to Have First Right of Refusal.

* * *

4. The Board of Directors of the Association, within thirty (30) days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), or object to the transfer for good cause, which cause need not be set forth in the notice from the Board of Directors to the unit owner. However, the Association shall not unreasonably withhold its consent to any prospective transfer.

(a) If good cause exists for the Association to disapprove a proposed sale, lease, conveyance or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase, rent or lease the unit. Good cause shall be defined to include the following:

* * *

(v) For transfers by sale, the person seeking approval intends to purchase the Unit without paying at least ~~twenty percent (20%)~~ twenty-five percent (25%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first mortgage secured by the Unit with a loan to value ratio (based upon the bona fide sale price) not in excess of ~~eighty percent (80%)~~ seventy-five percent (75%); the foregoing shall not apply to United States military personnel (both active duty or veterans) obtaining loans through the United States Veterans Administrative or comparable organizations; or

* * *

5. All liens against a unit shall be subordinate and inferior to the Association's lien for assessments, regardless of the date of recordation of the Association's claim of lien, except to the extent otherwise required by law. Any first mortgage or other liens which become first mortgages which involve an outstanding balance which exceeds ~~eighty percent (80%)~~ seventy-five percent (75%) of the fair market value of the unit at the time the mortgage is recorded shall be subordinate and inferior to the Association's claim of lien to the extent the mortgage balance exceeds ~~eighty percent (80%)~~ seventy-five percent (75%) of the fair market value of the unit at the time of recordation of the mortgage. The provisions of this paragraph 5 shall not apply to United States military personnel or United States military veterans obtaining loans from the United States Department of Veterans Affairs or

similar government agencies, their successors or assigns, which exceed the maximum percentages in this paragraph.

* * *

ARTICLE XIII USE AND OCCUPANCY

* * *

All vehicles shall be maintained in street worthy condition, including but not limited to fully inflated tires, able to run under its own power, and up-to-date Florida license plate (and/or renewal stickers on the license plate) on the vehicle. Any vehicle parked on the Condominium property contrary to the provisions contained herein shall be subject to being towed in accordance with Section 715.07, Florida Statutes, as amended from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy of the Association.

Smoking on the common elements and limited common elements is strictly prohibited. Smoking shall mean inhaling, exhaling, burning, carrying or possessing any lighted smoking materials, including but not limited to cigarettes, cigars, pipes, bongos and any other lighted smoking products or devices. The use of "electronic" or "vapor" cigarettes, cigars, pipes or similar apparatus are likewise defined as "smoking" and likewise prohibited in the aforementioned areas. The foregoing prohibition on smoking includes, but is not limited to, tobacco products.

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, 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, water, sewage and telephone. Where a unit is carpeted, the cost of maintaining and replacing the carpeting shall be borne by the unit owner. The hot water heater in each unit must be replaced at the earlier of the tenth anniversary of installation of the hot water heater or the receipt by the unit owner of an inspection report from the Association which states that the hot water heater requires replacement, in which case the hot water heater shall be replaced within thirty (30) days of receipt of such inspection report. Should a unit owner fail to replace a hot water heater as required in this paragraph, the Association may seek injunctive relief through arbitration or litigation requiring the unit owner to replace the hot water heater. The Association also reserves the right, but not the obligation, to enter the unit during reasonable hours, to replace the hot water heater for the protection of the unit, neighboring units and the common elements, with the cost of the new equipment and installation to be borne by the owner of the unit receiving the new hot water heater. The term "reasonable hours" as used in this paragraph shall not be construed as precluding the Association or its agents from entering a unit at any time in the event of an emergency. The Association may enter into agreements with UCO or other third parties to inspect the hot water heaters and/or other appliances from time to time, and may charge the cost of such inspections as a Common Expense of the Association.

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 Association, and all Mortgagees holding a mortgage on his unit. All maintenance, repair or replacement for which the units' owners are responsible shall be performed by contractors with appropriate licensure and insurance. The Board of Directors may set standards for appropriate levels of insurance and may require proof of licensure, insurance and the procurement of any required permits before permitting a contractor on the Condominium property. The Board may deny access to the property to any contractor performing work that requires approval from the Board of Directors hereunder until such approval has been granted in the manner required herein.

**AMENDMENT TO THE
AMENDED AND RESTATED BY-LAWS
OF
CHATHAM P CONDOMINIUM ASSOCIATION, INC.**

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

ARTICLE 11

AMENDMENTS

Except as otherwise provided, these By-Laws may be amended in the following manner:

* * *

11.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than fifty percent (50%) of the Voting Interests of the Association. A proposed amendment must be approved by not less than ~~two-thirds (2/3)~~ a majority of those present in person or by proxy at a meeting at which a quorum is established or by written agreement in lieu of a meeting where at least a quorum of the membership participates.

No By-law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See By-law . . . for present text." Nonmaterial errors or omissions in the By-law process shall not invalidate any otherwise properly promulgated amendment.

* * *

[Signature page to follow]

WITNESS my signature hereto this 14 day of February, 2020, at West Palm Beach, Palm Beach County, Florida.

**CHATHAM P CONDOMINIUM
ASSOCIATION, INC.**

Arturo Mazzo
Witness
ARTURO MAZZEO
(PRINT NAME)

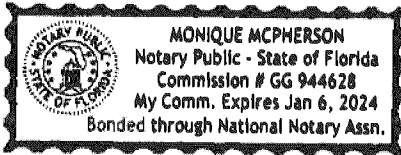
By: Donald St. Ben
President

David Quivey
Witness
David Quivey
(PRINT NAME)

Attest Patricia Quivey
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 14 day of February 2020, by and Donald Bell, as President and Patricia Quivey respectively, of **Chatham P Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced NOT IDENTIFIED as identification and did take an oath.



U. McPherson (Signature)

Monique McPherson (Print Name)
Notary Public, State of Florida at Large