

This instrument was prepared by:
Mark D. Friedman, Esq.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401

**CERTIFICATE OF AMENDMENT TO THE
1990 UCO MODEL DOCUMENTS
CENTURY VILLAGE, WEST PALM BEACH
AMENDED DECLARATION OF CONDOMINIUM FOR
CHATHAM P CONDOMINIUM**

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** have been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book **11019** at Page **755**; 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 **March 26, 2023** the aforementioned Amended Declaration of Condominium was amended pursuant to the provisions of said Amended Declaration of Condominium.

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

**AMENDMENTS TO THE
AMENDED DECLARATION OF CONDOMINIUM FOR
CHATHAM P CONDOMINIUM**

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

X

ASSESSMENTS

~~When the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a Condominium unit, obtains title to a Condominium parcel as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of common expenses or assessments by the Management Firm or the Association pertaining to such Condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure. Provided, however, if a mortgage is recorded on or after April 1, 1992, then a first mortgagee shall be responsible for up to six (6) months of assessments as provided in the Condominium Act. Such unpaid share of common expenses or assessments shall be deemed to be common expenses, collectible from all of the unit owners, including such acquirer, his successors and assigns.~~

An owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all assessments and other charges coming due while that person is the owner. Except as provided below, the owner shall also be jointly and severally liable with the previous owner for all unpaid assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the unit and proceed in the same manner as provided herein and in Chapter 718, Florida Statutes, as amended from time to time, for the collection of unpaid assessments. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Association property or by the abandonment of the unit for which the assessments are made or otherwise.

A First Mortgagee acquiring title to a Condominium unit as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such Condominium unit, whether or not such unit is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership. In addition, the First Mortgagee is liable for the share of common expenses or assessments or other charges imposed by the Association pertaining to such Condominium unit which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed, provided, however, the First Mortgagee's liability is limited to the maximum amount set forth in the Condominium Act, as amended from time to time. If any unpaid share of common expenses or assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of common expenses or assessments are common expenses collectible from all of the unit owners, including such acquirer, and such acquirer's successors and assigns.

XIV

MAINTENANCE AND ALTERATIONS

G. A unit owner is responsible for the costs of repair or replacement of any portion of the Condominium property not paid by insurance proceeds if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of this Declaration or the rules of the Association by a unit owner, the members of his or her family, unit occupants, tenants (or members of the tenant's family), guests, or invitees, without compromise of the subrogation rights of the insurer. Such costs may become a lien for charges against the Condominium Unit, and such lien may be foreclosed in the manner outlined in Section 718.116, Florida Statutes.

XIX

MISCELLANEOUS PROVISIONS

U. Unit owners are responsible to arrange for the Palm Beach County Water Department or other authority having jurisdiction, to shut off the water to the unit when the unit will be vacant longer than a period of fourteen (14) consecutive days. No unit owner is allowed to turn off the water himself/herself from the outside junction unless otherwise permitted by Palm Beach County ordinances or other authority having jurisdiction.

* * * * *

WITNESS my signature hereto this 1st day of May, 2023, at Schenectady, New York.

CHATHAM P CONDOMINIUM
ASSOCIATION, INC.

By: Patricia Quivey

Print Name: Patricia Quivey, Secretary

David Quivey
Witness

David Quivey
(PRINT NAME)

Edward E Page
Witness

Edward E Page
(PRINT NAME)

[Notary page to follow]

STATE OF NEW YORK :
COUNTY OF SCHENECTADY:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 1st day of MAY 2023, by _____ as Secretary of **Chatham P Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification and did take an oath.

Anna M. Paige (Signature)

ANNA M. PAIGE (Print Name)
Notary Public, State of New York at Large

Anna M. Paige
Notary Public, State of New York
Registration No. #01PA5054865
Qualified in Albany County
Commission Expires 1/29/26

NOT A CERTIFIED COPY