



This instrument was prepared by  
and should be returned to:  
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P.O. Box 810037  
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*201 Yamato Rd*

**CERTIFICATE OF AMENDMENT  
TO  
THE DECLARATION OF CONDOMINIUM  
OF  
GOLF'S EDGE C, A CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF GOLF'S EDGE C, A CONDOMINIUM, is made this 31 day of August, 2000, by the President and ~~Secretary~~ <sup>VICE PRES</sup> of the GOLF'S EDGE CONDOMINIUM ASSOCIATION, INC. ("Association"), the condominium association operating the GOLF'S EDGE C CONDOMINIUM.

**WITNESSETH:**

WHEREAS, the Declaration of Condominium of Golf's Edge C, a Condominium ("the Declaration") has been recorded at Official Records Book 1763, Page 908, of the Public Records of Palm Beach County, Florida; and

WHEREAS, Article XV, Section B of the Declaration provides that the Declaration may be amended by not less than sixty-six and two-thirds (66-2/3) of the votes of the entire membership of the Association; and

WHEREAS, amendments to the Declaration 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 August 16, 2000 for the purpose of adopting the amendments to the Declaration, attached hereto and incorporated herein as Exhibit "A." At said members' meeting, not less than sixty-six and two-thirds (66-2/3) of the votes of the entire membership of the Association approved and adopted the amendments to the Declaration, 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 amendments to the Declaration bind the land subject to the Declaration and operate as covenants running with the land.

Witnesses (as to both):

GOLF'S EDGE CONDOMINIUM  
ASSOCIATION, INC.

Richard G. Arlen  
1<sup>st</sup> Witness

By: Mary E. Patrick  
Signature  
MARY E. PATRICK, President  
Printed Name

RICHARD G. ARLEN  
Printed Name

Eileen M. Schmitz  
2<sup>nd</sup> Witness  
Eileen M. Schmitz  
Printed Name

ATTEST:  
Reuben Hartenstein  
Signature  
REUBEN HARTENSTEIN VICE PRES.  
Printed Name

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 31 day of AUGUST, 2000 by MARY PATRICK, as President, and REUBEN HARTENSTEIN as Secretary of GOLF'S EDGE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, State of Florida

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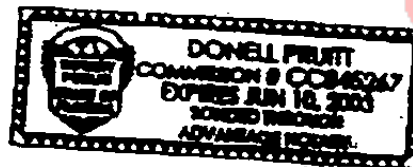


EXHIBIT "A"**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM ("Declaration")  
OF GOLF'S EDGE C, A CONDOMINIUM**

(Note: Added language is underlined; deleted language is ~~struck through~~.)

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

8. Limited Common Elements. Limited Common Elements means and includes those common elements which are reserved for the use of certain apartments to the exclusion of all other apartments. An elevator or lift added to the exterior of one or more of the buildings in the Condominium in accordance with the procedures of this Declaration shall be the Limited Common Element(s) of the "Lift Participant Units" as that term is defined in Article I, Section 28 of this Declaration.

2. Article I, Section B, Definitions, Subsection 14, Limited Common Expense, is amended as follows:

14. Limited Common Expense. Limited common expense includes:

- (a) expense of maintenance, operation, repair or replacement of Limited Common Elements, including the elevator or lift added to the exterior of one or more of the buildings in the Condominium as defined in Subsection B, 8 of this Article I, and as further described in Article VI, Section B.3 of this Declaration; and
- (b) expenses declared limited common expenses by the provisions of this Declaration or the Bylaws.

3. Article I, Section B, Definitions, Subsection 28, Lift Participant Unit, is added as follows:

28. Lift Participant Unit. Lift Participant Unit means a Unit whose Owner has the right to use the elevator or lift added to the exterior of one or more of the buildings in 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(s) or lift(s).

4. Article III, Section D, Appurtenances to Apartments, Subsection 3, Limited Common Elements, is amended as follows:

3. Limited Common Elements. The areas designated as Limited Common Elements on Exhibit No. 1 attached hereto to the Declaration and made a part hereof of the Declaration as Exhibit No. 1 including but not limited to the screened porch adjacent to the particular apartment. An

elevator or lift added to the exterior of one or more of the buildings in the Condominium in accordance with the procedures of this Declaration shall be the Limited Common Element(s) of the "Lift Participant Units" as that term is defined in Article I, Section 28 of this Declaration. The number of Units to which the elevator(s) or lift(s) 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 that the number of Units to which the elevator(s) or lift(s) serves as a Limited Common Element shall increase accordingly.

5. Article VI, Maintenance, Alteration and Improvements, Section B, Common Elements, Subsection 2, Alteration and Improvement, is amended as follows, and Subsection 3, Elevator or Lift, is added as follows:

2. Alteration and Improvement. Except for the addition of an elevator or lift to the exterior of one or more of the buildings in the Condominium, there shall be no alterations or additions to the Common Elements or Limited Common Elements of this Condominium, except as presented to the Board of Directors and approved by not less than seventy-five percent (75%) 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. Except for the addition of an elevator or lift to the exterior of one or more of the buildings in the Condominium, the cost of the foregoing shall be assessed as common expense. Where any alterations or additions, as aforescribed - i.e., as to the Common Elements or Limited Common Elements of this Condominium, such as the addition of an elevator or lift to the exterior of one or more of the buildings in the 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 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%) of the Unit Owners exclusively or substantially exclusively benefitting therefrom, and where said Unit Owners are eight (8) or less, the approval of all shall be required.

3. Elevator or Lift.

(a) Unit Owners desiring an elevator or lift added to the exterior of their building for their exclusive benefit shall be permitted to install such elevator or lift to their building 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 then-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 their 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 perpetually 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, insurance, 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, from time to time, 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 an elevator or lift to the exterior of one or more of the buildings in the Condominium, 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 to the exterior of one or more of buildings, 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 VII, Assessments, Section E, Addition of Elevator or Lift, is added as follows:

E. Elevator or Lift. If an elevator or lift is added to the exterior of one or more of the buildings in the Condominium, one hundred percent(100%) of the cost and expense of the installation, insurance, financing, operation,

maintenance, repair and replacement of the elevator(s) or lift(s) shall be allocated among the Lift Participant Units, as that term is defined in Article I, Section 28, and further described in Article VI, Section B.3 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(s) or lift(s). 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 VI, Section B.3 of the Declaration, become Lift Participant Units after the initial construction of the elevator(s) or lift(s). 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(s) or lift(s) 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(s) or lift(s) 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(s) or lift(s) shall be borne entirely by the Lift Participant Units and shall include, but not be limited to, the following expenses in connection with the elevator(s) or lift(s):

- (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(s) or lift(s);
- (iii) insurance;
- (iv) reserves for repair and replacement of the elevator(s) or lift(s);
- (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(s) or lift(s); and

- (vi) a loan from a lending institution to finance the addition of the elevator(s) or lift(s).
- (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 and liable 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 to the exterior of one or more of the buildings in the Condominium. 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 the elevator(s) or lift(s), but the specific terms for the financing shall be approved, as a prerequisite, by the Board of Directors.

7. Article X, Use Restriction, Section M, Elevator or Lift, is added as follows:

M. If an elevator or lift is added to the exterior of one or more of the buildings in the Condominium pursuant to Article VI, Section B.3 of the Declaration, only the Owners of Lift Participant Units and their family members, tenants, and guests shall be entitled to use said elevator(s) or lift(s). 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(s) or lift(s). The Board of Directors may periodically "rekey" any mechanism or lock on the elevator(s) or lift(s) to ensure that only the Owners of Lift Participant Units, their family members, tenants and guests have access to the elevator or lift.

8. Article XII, Limited Common Elements, is amended as follows:

A. Those areas reserved for the use of certain Unit Owners or a certain Unit Owner, to the exclusion of other Unit Owners, are designated as "Limited Common Elements" and, except for the elevator(s) or lift(s) added to the exterior of one or more of the buildings in the Condominium, are shown and located on the Surveys annexed hereto to the Declaration as Exhibit No. 1. Except for the cost of maintenance, repair or replacement relating to the elevator(s) or lift(s), 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 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 of the exterior 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 Board of Directors of the Association shall assign specific parking spaces to Unit Owners in the Limited Common Element parking area shown and designated on Exhibit No. 1 attached hereto to the Declaration.

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