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 Palm Beach County, Florida
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This Instrument prepared by
 and to be returned to:
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 (561) 994-4499

**CERTIFICATE OF AMENDMENT TO THE
 DECLARATION OF CONDOMINIUM OF
 RESIDENCES AT MIDTOWN, A CONDOMINIUM**

I **HEREBY CERTIFY** that the amendment attached as Exhibit "A" to this Certificate was duly adopted as an amendment to the Declaration of Condominium of Residences at Midtown, a Condominium. The Declaration of Condominium of Residences at Midtown, a Condominium, is recorded in Official Records Book 22431, at Page 269, of the Public Records of Palm Beach County, Florida. The attached amendment was approved by the written consent of the members pursuant to Section 617.070(4), Fla. Stat.

DATED this 27th day of SEPTEMBER, 2017.

WITNESSES

Larry M. Schneider
 Signature

LARRY M. SCHNEIDER
 Print Name

ML
 Signature

GARY J COHAN
 Print Name

RESIDENCES AT MIDTOWN
 CONDOMINIUM ASSOCIATION, INC.

By: Peter Ploss, President

By: Irene Fay, Secretary

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

The foregoing instrument was acknowledged before me this 27th day of September, 2017, by Peter Ploss, as President, and Irene Fay, as Secretary, of Residences at Midtown Condominium Association, Inc., who are Personally Known ☒ or Produced Identification [].

Type of Identification Produced: _____

[Signature]
 NOTARY PUBLIC, State of Florida at Large

(SEAL)

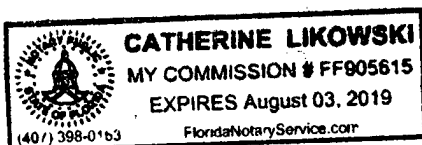


Exhibit "A"

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
RESIDENCES AT MIDTOWN, A CONDOMINIUM**

The Declaration of Condominium of Residences at Midtown, a Condominium, is recorded in Official Records Book 22431, at Page 269, of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added.

Item 1: Article 7, Section 7.2 of the Declaration of Condominium of Residences at Midtown, a Condominium ("Declaration") shall be amended as follows:

7.2 Specific Unit Owner Responsibility. The obligation to maintain and repair any equipment, fixtures or other items of property which service a particular Unit or Units and are Limited Common Elements thereof, (except the portions to be maintained, repaired or replaced by the Association pursuant to the provisions hereof), shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units, provided said equipment, fixtures or other items are Limited Common Elements. The Unit Owner shall maintain, repair and replace at his, her or its sole cost and expense, all portions of any hurricane shutter(s) which service said Unit Owners Unit and are appurtenant thereto, including such portion of the Common Elements, if any, to which the hurricane shutter(s) is attached (in the event the hurricane shutter(s) is attached to any Common Element, the Common Element to which the hurricane shutter(s) is attached shall become a Limited Common Element upon the attachment of said hurricane shutter(s), which Limited Common Element maintenance, repair and replacement shall be the responsibility of the Unit Owner) which cost and expense shall also include the cost and expense of removal and/or reinstallation by the Association of the hurricane shutter(s) if necessary or required in order for the Association to maintain, repair, replace or protect the Common Elements or Association Property (none of the foregoing is intended to give any Unit Owner the right to install any hurricane shutters except in accordance with the provisions and restrictions contained in this Declaration). The Association shall have the right to collect and enforce such costs and charges as elsewhere provided in accordance with this Declaration and applicable law. Notwithstanding anything contained herein to the contrary, the Association shall not be liable or responsible for any loss or damage occasioned to any floor, ceiling, or wall covering of said areas which may be damaged as a result of the Association's obligation of maintenance, repair or replacement under this Article 7, and the Unit Owner shall bear the cost of any such loss or damage.

The air-conditioning and heating systems servicing a Unit are

Limited Common Elements and each Unit Owner shall maintain, repair and replace, at his own expense, any portions of such systems within the Unit, including, but not limited to, filters, compressors, condensers, motors, fans and related parts.

Each Unit Owner shall have the obligation to maintain, repair, and replace at the Unit Owner's expense all fans, stoves, hot water heaters, refrigerators, appliances, equipment, and fixtures within that Unit Owner's Unit and each Unit Owner shall also have the obligation to maintain, repair, and replace, at the Unit Owner's expense, all connections and facilities within the Unit which provide, or are required to provide, Utility Services to the Unit.

Unit Owners shall not decorate or change the appearance or color of any portion of the exterior of the Building including, without limitation, doors and porches, patios, lanais, or terraces of the Unit, and a Unit Owner shall secure the prior written approval of the Association with respect to the color, type of material, setting material and other product and installation specifications, for the installation or replacement of any flooring on any, patios, lanais or terraces, prior to the installation of any of the same.

Unit Owners shall promptly report to the Association any defects in, or the need for repairs to, any Common Elements or Limited Common Elements that the Association is required to maintain, repair or replace hereunder.

No Unit Owner other than the Developer shall make any alterations in the portions of the Building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the Building or impair any easement.

A Unit Owner may not screen or enclose or modify any exterior terrace, lanais, patio or porches within the Building and there shall be no modification of screen cages except with the prior written approval of the Association. In addition, a Unit Owner may not install exterior lighting on the walls or ceilings of any such, terrace, lanais or patio.

Any expense for the maintenance (excluding painting, as provided above), repair or replacement (including but not limited to lawn care maintenance, landscaping, care of trees, shrubs or plants, if applicable) relating to Limited Common Element, patios, lanais, terraces, screen cages on terraces, lanais or patios, or planters shall be paid for by the owner of the Unit to which the, patio, lanais, terrace, or planter is appurtenant, and shall not be treated as a Common Expense of the Association.

Except for those Parking Garage Spaces located in the Common Area Parking Garage of the Master Association, all Parking Spaces, unless and until the exclusive right to use the same is assigned to a Unit Owner, shall be Common Elements of the Condominium Association. Notwithstanding anything to the contrary contained in this Declaration, the maintenance and repair of all such Parking Spaces, which shall include both the Surface Parking Spaces and the Covered Parking Spaces, as those terms are defined in Section 3.3(c) of this Declaration, shall be the responsibility of the Association and shall be a Common Expense of the Association shared by all Condominium Unit Owners in their proportionate share pursuant to Article 12 of this Declaration.

The railings on the balconies, terraces and lanais appurtenant to Units other than those in the Air Rights Parcel shall be Common Elements of the Association. The maintenance, repair or replacement of all such railings on the balconies, terraces and lanais shall be by the Association and all costs and expenses for such maintenance, repair or replacement shall be a Common Expense of the Association. The railings on the balconies, terraces and lanais appurtenant to Units located in the Air Rights Parcel shall be Limited Shared Components, but the maintenance, repair or replacement of all such railings and all costs and expenses for such maintenance, repair or replacement shall be included in the allocation of Shared Component Costs to the Association and assessed to Unit Owners as a Common Expense of the Association,