

This Instrument prepared by  
and to be returned to:  
Steven G. Rappaport, Esquire  
Sachs Sax Caplan  
6111 Broken Sound Parkway NW, Ste. 200  
Boca Raton, FL 33487  
(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 617.0701(4), Fla. Stat.

**DATED** this 15 day of September, 2020.

WITNESSES

Miguel Feliciano  
Signature

Miguel Feliciano  
Print Name

Eric Velez  
Signature

Eric Velez  
Print Name

**RESIDENCES AT MIDTOWN  
CONDOMINIUM ASSOCIATION, INC.**

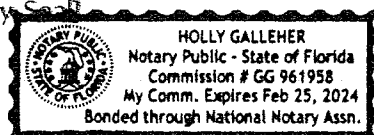
By: [Signature] Peter Ploss  
Resident

By: [Signature]  
Irene Foy, Secretary

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 15 day of September, 2020, by Peter Ploss, as President, and Irene Foy, as Secretary, of Residences at Midtown Condominium Association, Inc., a Florida Corporation, not-for-profit, on behalf of the corporation, who are personally known to me or have produced \_\_\_\_\_ as identification.

[Notary Seal]



[Signature]  
Notary Public

Holly Galleher  
Name typed, printed or stamped  
My Commission Expires: 02/25/2024

**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 and words struck through are deleted.

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**Item 1:       Article 3, Section 3.3(c) of the Declaration of Condominium of Residences at Midtown, a Condominium ("Declaration") shall be amended as follows:**

(c) Parking Spaces. There ~~will be~~ are approximately two hundred twenty-five (225) surface parking spaces ("Surface Parking Spaces") located within the Condominium Property. At the time of conveyance of a Unit from the Developer (except for Units within the Air Rights Parcel), there ~~shall be~~ was assigned to each Unit the use of at least one (1) Surface Parking Space for that Unit Owners exclusive use. The use of such Surface Parking Space ~~shall~~ was thereupon ~~be~~ appurtenant to said Unit as a Limited Common Element and the use of such Surface Parking Space shall be deemed and encumbered by and subject to any mortgage or claim thereafter encumbering said Unit.

There are approximately thirty-six (36) covered parking spaces ("~~Covered Parking Individual Garages Spaces~~") located in a separate garage building at 4899 Midtown Lane on the Condominium Property that ~~will be~~ were made available for purchase by Unit Owners ~~on a first come basis, provided, however, if a Unit Owner purchases a Covered Parking Space, and each such Unit Owner will be~~ was also assigned the Parking Space directly in front of such ~~Covered Parking Individual Garage~~ Space and ~~will is~~ is not be entitled to assignment of any other Surface Parking Space without purchasing same. The Surface Parking Spaces and ~~Covered Parking Spaces Individual Garages~~ shall be collectively referred to as "Parking Spaces" and shall become Limited Common Elements upon assignment. ~~The number of Parking Spaces may be decreased as a result of construction requirements.~~ A Unit Owner may not ~~A~~assign any Assigned Surface Parking Space ~~or Covered Parking Space~~ for use to any other person or to another Unit Owner. A Unit Owner may assign any assigned Individual Garage, along with the Parking Space directly in front of such Individual Garage, to another Unit Owner where such assignment is in writing, and is approved by the Association, and where such assignment complies with the remainder of the provisions of this Section 3.3(c). However, a Unit Owner may not assign such Individual Garage unless such Unit Owner already has at least one (1) additional Assigned Parking Space assigned to his or her Unit. Further, an ~~A~~assigned Surface Parking Space ~~or Covered Parking Space Individual Garage~~ may be relocated at any time, and from time to time, by the Association to comply with applicable Federal, State, Local laws and regulations regarding or affecting handicap accessibility.

Unit Owners will also be permitted to purchase additional Parking Spaces (~~"Additional Parking Spaces"~~) located in designated areas of the Shared Parking Garage (defined below).

~~If a Unit has been assigned more than one (1) Parking Space (other than a Covered Parking Space and the Surface Parking Space directly in front of same), a Unit Owner may assign the use of one (1) Parking Space to another Unit Owner upon obtaining approval of the Association and the holder of any mortgages or claim encumbering the Parking Space. Upon conveyance of or passing of title to the Unit to which the use of a Parking Space is appurtenant, the Unit Owner receiving such title shall give satisfactory evidence to the Association of such title, and the Association shall thereupon cause to be executed in the name of the grantee or transferee of such Unit a new Assignment and record such transfer in the Association Book (defined below). No Parking Space may be assigned to anyone other than the Owner of a Unit. Such Assignment shall be executed by the President alone or any two (2) officers of the Association and shall describe the assigned Parking Space and the name of the transferee and transferee's Unit number. No one other than the Unit Owner to whom the Parking Space has been assigned may use same without that Unit Owners express consent. The particular Parking Spaces so assigned shall be selected by the Developer and may be located wherever Developer so designates. The assignment by the Developer (or by the Association after the Initial assignment by Developer) to a Unit Owner of the use of a Parking Space will be made by written "Assignment of Exclusive Use of Parking Space" (the "Assignment") which will describe the Parking Space and will be delivered at the time of delivery of the deed to the Unit. The initial Assignment of each Parking Space shall be executed solely by the Developer. The Association shall maintain a book (the "Association Book") for the purpose of recording the current assignee of each Parking Space. Developer may also offer a limited number of covered and/or uncovered Parking Spaces for assignment on an available basis as determined by Developer. All fees collected by Developer for assigning Parking Spaces, if any, shall be retained by Developer and shall not constitute income or revenue of the Association or the Master Association. There shall be no recordation amongst the public records of Palm Beach County, Florida of the transfer or Assignment of a Parking Space.~~

Any unassigned Parking Spaces shall be part of the Common Elements of the Condominium, if located on the Condominium Property. ~~After the Developer no longer owns any Units, any unassigned Parking Spaces shall be part of the Common Elements of the Condominium, if located on the Condominium Property.~~ Any Unit Owner's guests, servants, invitees and employees shall use and be subject to the rules and regulations promulgated by the Board of Directors of the Association in connection with parking.