

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF  
PROMENADE AT BOCA POINTE CONDOMINIUM III ASSOCIATION, INC.

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as Amendment to the Declaration of Condominium for The Promenade at Boca Pointe Condominium III Association, Inc. The original Declaration of Condominium of the Promenade at Boca Pointe Condominium III Association, Inc. is recorded in Official Records Book 4793 at Page 0408 of the Public Records of Palm Beach County, Florida.

DATED this 22 day of Feb, 1999

THE PROMENADE AT BOCA POINTE CONOMINIUM III ASSOCIATION, INC.

WITNESSES:

Otto Decker  
Signature

Otto Decker  
Print Name

By Larry Kronhaus Pres.  
Larry Kronhaus, President

Bernice Noland  
Signature

Bernice Noland  
Print Name

By Bernice Noland  
Bernice Noland, Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS:

The foregoing instrument was acknowledged before me this 22 day of Feb, 1999, by Larry Kronhaus as President and Bernice Noland as Secretary of The Promenade at Boca Pointe Condominium III Association, Inc. who are Personally Known ☒ or Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

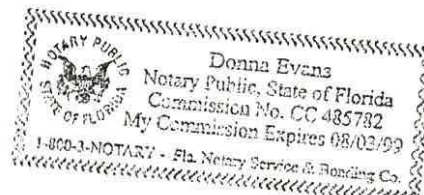
NOTARY PUBLIC

(SEAL)

Sign Donna Evans

Print Donna Evans  
State of Florida

My Commission Expires:



Return to  
Community Assn. Services  
951 Oakwood Sound Parkway  
Boca Raton, FL 33487

**PROPOSED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF  
PROMENADE AT BOCA POINT CONDOMINIUM III**

ORB 10971 Pg 140  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

1. The second full paragraph of Article 3, Section A is revised in the following manner:

Each unit shall be deemed to exclude the area beneath the unfinished surface of any weight-bearing structure, the undecorated or unfinished surfaces of any above described boundary, and all pipes, ducts, wires, conduits and other facilities running through any interior walls or partitions for the maintenance of utility services to other Units or Common Elements or Limited Common Elements. Mechanical equipment and appurtenances located within or without any Unit and for the exclusive use of that Unit including, but not limited to, the following shall be considered part of the Unit, and shall be the responsibility of the Unit Owner to repair or replace in the event same are damaged or destroyed as a result of a fire, flood, or other hazard: air conditioning and heating system (air system), filters, coils, heating strips, water heaters, appliances range hoods, non-bearing partition walls, outlets, electrical receptacles and outlets, fixtures (electrical or otherwise), and cabinets (built-in or otherwise). The Association shall only be responsible for repairing or replacing damage resulting to the undecorated, unfinished surfaces (i) behind the interior walls, (ii) below the upper surface of the concrete floor, and (iii) above the lower surface of the ceiling of each Unit.

2. Article 10, Section A (2) is revised in the following manner:

All portions of the Units (except interior wall surfaces and wall coverings, floor coverings and ceiling coverings) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, and load-bearing columns.

3. Article 10, Section A (3) is revised in the following manner:

All conduits, ducts, plumbing pipes and equipment located behind the interior walls of the Units, as well as all wiring and other facilities for the furnishing of utility services which are contained in the portions of a Unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained.

4. Article 10, Section B (2) is revised in the following manner:

To maintain, repair and replace at Unit Owner's expense, Unit Owner's individual air conditioning and heating system inside and outside Unit Owner's individual Condominium Unit, and all floor, wall and ceiling coverings (including paint, wall paper, stucco and related finishes), electrical fixtures, water heaters, water closets, bathtubs, vanities, shower stalls, and built-in cabinets.

5. Article 20, Section B (entitled "Casualty Insurance; Purchase of Insurance") is revised in the following manner:

The Association shall obtain "all risk" insurance, flood insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all Unit Owners and their Mortgagees as their interests may appear, with a company acceptable to the standards set by the Board of Directors of the Association in an amount equal to the maximum insurable replacement value, as determined annually. Insurable improvements shall not be deemed to include floor coverings, wall coverings or ceiling coverings, or any and all improvements made by a Unit Owner to the floors, walls, or ceilings of a Unit, which shall be the responsibility of each individual Unit Owner. Additionally, each Unit Owner shall be responsible for securing their own insurance relative to the repair or replacement of the following equipment located within their Unit if it is either damaged or destroyed by, inter alia, fire, flood or any other hazard or act of god, or the act and/or omission of any other Unit Owner; air conditioning and heating system (air systems), filters, coils, heating strips, water heaters, fans, stoves, refrigerators, dishwashers, or their appliances or equipment, outlets, electrical receptacles fixtures and built-in cabinets. The Association shall only be responsible for repairing or replacing damage resulting to the undecorated, unfinished surfaces located (i) behind the interior walls, (ii) below the upper surface of the concrete floor, and (iii) above the lower surface of the ceiling of each Unit, all areas of which are outside the boundaries of the Unit. The premiums for Association coverage and other expenses in connection with said insurance placement shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage, as provided in this declaration, must be good and responsible companies, authorized to do business in the State of Florida. Insurance shall be obtained from companies whose ratings meet the financial and policyholder's standards of the Institutional Mortgagees having the highest dollar value of mortgagee encumbering Units in the Condominium.



# PROPOSED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF PROMENADE AT BOCA POINT CONDOMINIUM III

THE AMENDMENTS AS PROPOSED ARE ALL TO THE DECLARATION OF CONDOMINIUM.

1. The second full paragraph of Article 3, Section A is revised in the following manner:

Each unit shall be deemed to exclude the area beneath the unfinished surface of any weight-bearing structure, the undecorated or unfinished surfaces of any above described boundary, and all pipes, ducts, wires, conduits and other facilities running through any interior walls or partitions for the maintenance of utility services to other Units or Common Elements or Limited Common Elements. Mechanical equipment and appurtenances located within or without any Unit and for the exclusive use of that Unit including, but not limited to, the following shall be considered part of the Unit, and shall be the responsibility of the Unit Owner to repair or replace in the event same are damaged or destroyed as a result of a fire, flood, or other hazard: air conditioning and heating system (air system), filters, coils, heating strips, water heaters, appliances range hoods, non-bearing partition walls, outlets, electrical receptacles and outlets, fixtures (electrical or otherwise), and cabinets (built-in or otherwise). The Association shall only be responsible for repairing or replacing damage resulting to the undecorated, unfinished surfaces (i) behind the interior walls, (ii) below the upper surface of the concrete floor, and (iii) above the lower surface of the ceiling of each Unit.

2. Article 10, Section A (2) is revised in the following manner:

All portions of the Units (except interior wall surfaces and wall coverings, floor coverings and ceiling coverings) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, and load-bearing columns.

3. Article 10, Section A (3) is revised in the following manner:

All conduits, ducts, plumbing pipes and equipment located behind the interior walls of the Units, as well as all wiring and other facilities for the furnishing of utility services which are contained in the portions of a Unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained.

4. Article 10, Section B (2) is revised in the following manner:

To maintain, repair and replace at Unit Owner's expense, Unit Owner's individual air conditioning and heating system inside and outside Unit Owner's individual Condominium Unit, and all floor, wall and ceiling coverings (including paint, wall paper, stucco and related finishes), electrical fixtures, water heaters, water closets, bathtubs, vanities, shower stalls, and built-in cabinets.

5. Article 20, Section B (entitled "Casualty Insurance; Purchase of Insurance") is revised in the following manner:

The Association shall obtain "all risk" insurance, flood insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all Unit Owners and their Mortgagees as their interests may appear, with a company acceptable to the standards set by the Board of Directors of the Association in an amount equal to the maximum insurable replacement value, as determined annually. Insurable improvements shall not be deemed to include floor coverings, wall coverings or ceiling coverings, or any and all improvements made by a Unit Owner to the floors, walls, or ceilings of a Unit, which shall be the responsibility of each individual Unit Owner. Additionally, each Unit Owner shall be responsible for securing their own insurance relative to the repair or replacement of the following equipment located within their Unit if it is either damaged or destroyed by, inter alia, fire, flood or any other hazard or act of god, or the act and/or omission of any other Unit Owner: air conditioning and heating system (air systems), filters, coils, heating strips, water heaters, fans, stoves, refrigerators, dishwashers, or their appliances or equipment, outlets, electrical receptacles fixtures and built-in cabinets. The Association shall only be responsible for repairing or replacing damage resulting to the undecorated, unfinished surfaces located (i) behind the interior walls, (ii) below the upper surface of the concrete floor, and (iii) above the lower surface of the ceiling of each Unit, all areas of which are outside the boundaries of the Unit. The premiums for Association coverage and other expenses in connection with said insurance placement shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage, as provided in this declaration, must be good and responsible companies, authorized to do business in the State of Florida. Insurance shall be obtained from companies whose ratings meet the financial and policyholder's standards of the Institutional Mortgagees having the highest dollar value of mortgagee encumbering Units in the Condominium.



CLERK OF THE CIRCUIT COURT  
P. O. BOX 4177  
WEST PALM BEACH FL 33402

PLEASE RETAIN THIS RECEIPT, THANK YOU

COMMUNITY ASSOCIATION SERVICES, INC. CFN DDC-TYPE ORBK-PAGE AMOUNT  
THE PROPERTY MANAGEMENT COMPANY 99-092065 DCL A 10971-139 \$11.10

RECORDING DATE Mar-08-1999 Time 10:06am

REGISTER/TRANS: MMH 03/08/1999-283  
PRESENTED BY: PROMENADE AT BOCA

RECORDING	\$10.50
ABSTRACT	\$0.60
=====	
TOTAL FEES DUE	\$11.10
3411	\$11.10
AMOUNT TENDERED	\$11.10
=====	
BALANCE	\$0.00

OFFICIAL RECEIPT

February 18, 1999

Palm Beach County Courthouse  
PO Box 4177  
W Palm Beach, FL 33402

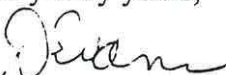
Attn: Recording Department

Dear Susie:

As per our conversation, enclosed find the amendment to our documents to be recorded. We have enclosed a self addressed envelope so we may receive the recorded amendment back and a check as required.

Should you require additional information please do not hesitate to contact me at 395-7732.

Very truly yours,

  
Donna Evans  
CAS Management