

Amendment to the
Declaration of

A BEEKS LUXE Association

As Recorded in ORB _____, Page _____ Official Records of Palm Beach County, Florida:

As used herein (unless substantially reworded) the following shall apply:

- A. Words in the text which are lined through with hyphens indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis (. . .) appears in the text this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

Article XI of the Declaration of Condominium entitled "Provisions Relating to Sale or Rental or Other Alienation or Mortgaging of Condominium Units B. Mortgage and Other Alienation of Units" is amended as follows:

2. No After judicial sale of a unit, ~~nor or~~ any interest therein, through foreclosure or other judicial process, shall be valid unless: (a) ~~The sale is to a~~ and purchaser must still be approved by the Association or Management Firm, which approval shall be in recordable form, executed by two Officers of the Association or Management Firm, and delivered to the purchaser. or, (b) ~~The sale is a result of a public sale with open bidding.~~

6. Special Provisions re Sale, Leasing, Mortgaging, or Other Alienation by certain Mortgagees and Developer, and the Management Firm:

(a) An Institutional First Mortgage holding a mortgage on a Condominium parcel, or the Management Firm, or the Lessor under the Long-Term Lease, upon becoming the owner of a Condominium parcel through foreclosure, or by Deed in Lieu of Foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for common expenses, or the lien under the Long-Term Lease, ~~shall have the unqualified right to~~ may not sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel, or occupy said parcel, without prior offer to the Board of Directors of the Association or Management Firm, and without the prior written approval of the said Board of Directors or Management Firm. The provisions of Section A. and B., No. 1-5, of this Article XI, ~~shall be inapplicable apply~~ shall be inapplicable apply to such Institutional First Mortgagee, or the Management Firm, or the Lessor under the Long-Term Lease, or acquirer of title, as aforescribed in this paragraph.

(b) and (c) Deleted in their Entirety.

THE UNDERSIGNED HEREBY CERTIFIES that the above amendment does not affect the interests of the lessor of the long-term recreation lease and that said amendment was duly and properly presented to the unit owners of this Condominium at a duly called meeting on 2-17-02 wherein in excess of 75% vote of the total membership or 51% of the total membership was present in person or proxy with a quorum present, and voted to approve said amendment.

Berkshire

CONDOMINIUM ASSOCIATION, INC.

By: Sam Horowitz President
Attest: Patricia A. Quinto Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:)
COUNTY OF PALM BEACH:)

BEFORE ME, the undersigned authority, this 13 day of Feb, 2002, personally appeared SAM HOROWITZ and PATRICIA QUINTO, to me known to be the President and Secretary, respectively, of BERKSHIRE A CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not-for-profit, who being by me first duly cautioned and sworn upon oath, have acknowledged that they have executed this instrument as such President and Secretary and that said instrument is the free act and deed of said ASSOCIATION.

Witness my hand and seal this 13 day of Feb, 2002.

James M. [Signature]
Notary Public
State of Florida at Large

My Commission Expires:
9/2/05



Leonard Brody
My Commission DD050274
Expires September 02, 2005