

This Instrument Prepared By:
ROD TENNYSON, ESQ.
1450 Centrepark Blvd
Suite 100
West Palm Beach, FL 33401

12/08/2003 09:28:41 20030752902
OR BK 16280 PG 1326
Palm Beach County, Florida
AMT 1.00

**AMENDMENT TO THE DECLARATION
OF CONDOMINIUM AND BY-LAWS OF
BERKSHIRE D CONDOMINIUM**

As Recorded in Official Records Book 2012, Page 105
Public 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.

We hereby certify that the 1999 UCO Model Documents, Master Amendment recorded in Official Record Book 11019 , Page 728, Public Records of Palm Beach County, Florida, which adopts the Master Declaration and By-Laws as recorded in Official Record Book 11019 , Page 755, Public Records of Palm Beach County, Florida, were approved by in excess of 75% vote of the Membership at a duly called meeting on NOVEMBER 2, 2003 , 2003 to include the following inserts to the Master Amendment and Declaration:

1. The Association: (choose one) ☒ shall ☐ shall not be incorporated.
2. There is no "Pool Area" as described in Articles XIV and XIX of the Master Declaration.
3. See attached exhibit.

Berkshire D Condominium Association, Inc.

By: Henri Kalma

President

Attest: Leslie Milsteir

Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

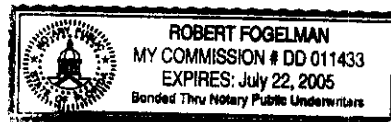
The foregoing instrument was acknowledged before me this 28th day of NOVEMBER 2003, by HENRI KALMA, President, and LESLIE MILSTEIR, Secretary. Both are personally known to me and [] did or [] did not take an oath. The President (please check one of the following) [☒ is personally known to me or [] has produced _____ (type of identification) as identification and (please check one of the following) [] did or [☒] did not take an oath; the Secretary (please check one of the following) [☒ is personally known to me or [] has produced _____ (type of identification) as identification and (please check one of the following) [] did or [☒] did not take an oath.

Robert Fogelman
Notary Public

Printed Notary Name

My Commission Expires: 7-22-05

cv\form-amd.wpd



1999 UCO Model Documents

Exhibit to Amendment to the Declaration and By-Laws for Berkshire D Condominium

Those portions of the Declaration and By-Laws which are listed below constitute changes and deviations from the 1999 UCO Model Documents passed by the membership with the Model Documents:

1. Article IV of the Bylaws, "Directors" is hereby amended to read:

Section 1. Election, Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of not less than five (5) and not more than seven (7) persons as provided in the Articles of Incorporation if applicable. The term of each Director's service shall extend until the next annual meeting of the members and, thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. The Board members shall be elected by the unit owners at the annual meeting under alternate election procedures of Section 718.112 of the Condominium Act as follows:

a. All unit owners wishing to run for the Board must submit a written request to the Secretary at least 30 days prior to the annual meeting:

b. At least 14 days prior to the annual meeting the Secretary shall deliver to each unit owner the Notice of annual meeting and list the declared candidates for the board. Said notice shall include a general proxy form which will allow unit owners to vote by general proxy for the Board candidates and all other issues on the agenda. All proxies shall comply with Article II Section 4 of these Bylaws.

c. At the annual meeting further nominations for the Board may be made from the floor. The candidates receiving the highest number of votes for the Board vacancies shall be elected to the Board for one year. As an example, if seven persons run for the Board with five vacancies then unit owners shall vote for only five persons. Those five persons out of the seven candidates receiving the most votes shall be elected.

d. An annual meeting to elect the Board may not proceed with out first establishing a quorum of at least 51% of the total voting interests in person and / or by proxy. If a quorum is not established the meeting may be adjourned not more then 60 days.

2. Article XI of the Declaration "Provisions Relating to Sale or Rental or Other Alienation or Mortgaging of Condominium Units" is amended to read:

The Board of Directors of the Association, within thirty (30) days after receiving such notice and such supplemental information as is required by the Board of Directors or Management Firm, shall either consent to or reject the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), from the Board of Directors or Management Firm to the unit owner. However, the Association shall not unreasonably withhold its consent to any prospective sale, rental or lease. Provided, however, each unit owner shall use his or her unit as a private dwelling for himself or herself and his or her immediate family, and for no other purpose including business purposes. Therefore, the leasing of units to others as a regular practice for business, speculative, investment, or other similar purposes is not permitted. Should any person intend to purchase or lease a unit for such business, speculative, investment, or other similar purposes then the Association may deny approval of such purchase or lease. No lease of any unit shall be less than six (6) months and no unit may be leased more than once in a twelve (12) month period. The provisions of this Amendment shall not apply to leases already reviewed and approved by the Association as of the effective date of this Amendment. However, this Amendment shall apply at the expiration of any such existing leases.

.....

2. After judicial sale of a unit or any interest therein, though foreclosure or other judicial process, the sale 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.

.....

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, may not sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or mortgage said parcel, or occupy said parcel, without the prior written approval of the Board of Directors or Management Firm. The provisions of Section A. and B, No. 1-5, of this Article XI, shall apply to such Institutional First Mortgagee, or the Management Firm, or the Lessor under the Long-Term Lease, or acquirer of title, as afore described in this paragraph. After judicial sale of a unit, or any interest therein, through foreclosure or other judicial process, the sale 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.

3. Article XIII of the Declaration "Use and Occupancy" is amended to read:

The owner of a unit shall occupy and use his apartment unit as a single family private dwelling, for himself and the adult members of his family, and his social guests while he is residing, who may visit for a maximum of 30 days per year, and for no other purpose. Therefore, the leasing of units to others as a regular practice for business, speculative, investment, or other similar purposes is not permitted. Only the owner's adult children may occupy the unit in the owners absence, with prior approval of the Board of Directors. The provisions of this Amendment shall not apply to leases already reviewed and approved by the Association as of the effective date of this Amendment. However, this Amendment shall apply at the expiration of any such existing leases.

.....

No children under fifteen (15) years of age shall be permitted to reside in any of the units or rooms thereof in this Condominium, except that children may be permitted to visit and temporarily reside for reasonable periods, not in excess of 30 days, in any calendar year.

Housing for Older Persons:

This Condominium shall be "housing for older persons," as such term is defined in the Federal Fair Housing Amendment Act of 1988.

To demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older and inasmuch as this Association was designed as part of an adult community, it shall be required as of the effective date of this amendment that at least eighty (80) percent of the units must be occupied by at least one (1) person fifty-five (55) years of age or older per unit. This amendment shall include units under leasehold, if any.

The Board, upon application and review, may grant exceptions to occupancy and allow a limited number of persons under the age of fifty-five (55) years to occupy units within the condominium when the Board finds undue hardship to the applicant.

All prospective owners, lessees or occupants shall be notified of this restriction and must show proof of age. This restriction and its enforcement is not an admission that the condominium in any way engages in interstate commerce or is in any way subject to Federal laws on housing.

4. Article VII of the Declaration "METHOD of AMENDMENT DECLARATION" is amended to read:

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than fifty-one per cent (51%) of those present in person or proxy provided a quorum is present.