

THIS INSTRUMENT PREPARED BY

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**FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BERKSHIRE, A CONDOMINIUM**

WHEREAS, the procedures of Section 721.855(2)(a)(1) of the Florida Statutes to amend the Declaration of Condominium for The Berkshire, a Condominium, to allow for trustee foreclosures have been complied with.

NOW, THEREFORE, the Declaration is amended as hereinafter set forth.

1. Article XIV is amended, in part, to read and provide as follows:

The Association shall have a lien on each Condominium Parcel for unpaid assessments and maintenance fees, together with interest thereon, against the Unit Owner of such Condominium Parcel, together with a lien on all tangible personal property located within said Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments and maintenance fees or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association, in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Board of Directors may take such action as it deems necessary to collect assessments and maintenance fees by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment or maintenance fee lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Parcel for the period of time said Parcel is occupied by the Unit Owner or anyone by, through or under said Unit Owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the Unit Owner and/or Occupant. The lien may be foreclosed through a trustee

6888439 v1 1st Amendment to Declaration

Underlined text indicates additions;
~~Struck through~~ text indicates deletions.

foreclosure of the assessment lien pursuant to Chapter 721, Florida Statutes. If an Owner fails to make timely payments of timeshare plan common expenses, ad valorem taxes, or special assessments, an assessment lien against the Owner's interest may be foreclosed in accordance with a judicial foreclosure procedure or a trustee foreclosure procedure, either of which may result in the loss of the Owner's timeshare interest. If the managing entity initiates a trustee foreclosure procedure, Owner shall have the option to object to the use of the trustee foreclosure procedure, and the managing entity may only proceed by filing a judicial foreclosure action.

2. All other terms and provisions of the Declaration of Condominium for The Berkshire, a Condominium, not specifically amended or altered hereby shall continue in full force and effect.

IN WITNESS WHEREOF, THE BERKSHIRE, INC., a Florida corporation not-for-profit, has caused these presents to be executed in its name and its corporate seal affixed hereto this 21 day of November, 2011.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Print Name:

Sub. # MARCUS
Print Name:

Carole Gray
CAROLE GRAY

STATE OF FLORIDA)

COUNTY OF PALM BEACH) ss.

THE BERKSHIRE, INC., a Florida corporation not-for-profit

BY: [Signature]
Name:

Title: President
(CORPORATE SEAL)

The foregoing instrument was acknowledged before me this 21 day of November, 2011, by Richard J. Gray, as President of THE BERKSHIRE, INC., a Florida corporation not-for-profit, on behalf of the corporation. He/She is personally known to me or has produced _____ as a type of identification.

WITNESS my hand and official seal in the County and State aforesaid this 21 day of November, 2011.

My commission expires: 6/8/2014

[Signature]

Print Name: NORMA SCHRAGO

Notary Public, State of: Florida

Serial Number, if any: DD 999242

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Struck-through text indicates deletions.

NOTARY PUBLIC-STATE OF FLORIDA
Norma Schrago
Commission #DD999242
Expires: JUNE 08, 2014
BONDED THRU ATLANTIC BONDING CO., INC.