

THIS INSTRUMENT PREPARED BY:
LEONARD LUBART, ESQUIRE
GREENSPOON MARDER, P.A.
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301

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

WHEREAS, the Declaration of Condominium for The Berkshire, a Condominium, was recorded on March 6, 1980, in Official Records Book 3244, at Page 1367, of the Public Records of Palm Beach County, Florida (the "Declaration"); and,

WHEREAS, Article XI of the Declaration provides that the Declaration may be amended by the affirmative vote of voting members casting not less than fifty-one percent (51%) of the total vote of the members of the Association; and,

WHEREAS, Article III, Section 5 of the By-Laws provides that whenever the vote of members at a meeting is required or permitted by any provision of the By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action; and,

WHEREAS, the requisite approvals of the members of the Association have been obtained and proper notice has been given to all Unit Owners of the meeting at which this Amendment was considered and voted upon.

NOW, THEREFORE, the Declaration of Condominium is amended as follows:

1. Article XIX is amended to read and provide as follows:

**XIX.
TERMINATION**

A. If all Unit Owners and holders of all liens and mortgages affecting any of the Condominium Parcels execute and duly record an instrument terminating the Condominium property, or if "major damage" occurs as defined in the insurance clauses hereunder, said property shall be deemed to be subject to termination and thereafter owned in common by the Unit Owners. The undivided interest in the property owned in common by each Unit Owner shall then become the percentage of the undivided interest previously owned by such Owner in the common elements upon termination of the Condominium.

B. It is understood that commencing in the year 2020, if a majority of the Board of Directors or 20% of the total owners of unit weeks call for a vote to terminate the project, a meeting shall be scheduled to conduct such vote upon not less than thirty (30) days' notice. A quorum at that meeting shall be fifty-one (51%) percent of the total of all outstanding votes of owners of unit weeks. If a quorum is represented, the unit owners shall vote on whether to

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terminate the timeshare plan. A majority of the votes represented shall control. If no vote is held or if the vote to terminate is unsuccessful, the timeshare plan shall continue in the same manner as existed before the vote. Additional votes to terminate may be called for and held in the same manner every ten (10) years thereafter commencing with the year 2030. If the timeshare plan is terminated by an affirmative majority vote at the meeting, all owners shall become "tenants in common". Then, in that event, the Board of Directors of the Association and each owner of a unit week in a unit committed to Interval Ownership shall have the right to take such action as is permitted by this Declaration and the laws of the State of Florida. This shall include, but not be limited to, filing suit in a court of competent jurisdiction in Palm Beach County, Florida, for partition of the units, if permitted by applicable law. It is understood that in the year 2020, the purchasers of Units committed to Interval Ownership shall become tenants in common. The Board of Directors of the Association shall, no less than thirty (30) days, nor more than sixty (60) days, prior to the actual date of such conversion to tenancy in common, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership. At such meeting, a vote shall be taken to decide the disposition of the Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. At such meeting, the Owners, by a majority vote, may vote to continue their Intervals, in which case the restrictive covenants set forth below will be adopted as covenants running with the land for a period of ten (10) years. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days prior to the actual expiration of said ten year period, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. The Owners may then vote to continue the Intervals for an additional 10 year period. This process shall be repeated as the end of each successive 10 year period approaches. Should less than a majority of the Owners vote to continue the Intervals at any such meeting, then the Board of Directors of the Association shall file suit in a Court of competent jurisdiction in Palm Beach County, Florida, for a partition of the Units.

~~In the event the Owners vote to continue their Unit Weeks as provided above, then each Owner shall have the exclusive right to occupy his Unit, and as between Owners to use and enjoy the common elements of the Condominium, and the rights and easements appurtenant to his Unit during his Unit Weeks (and, in the case of Developer, during all Unit Weeks not theretofore conveyed, and to authorize others to do so, together with the non-exclusive right in common with all other Owners, but only when acting through the Association), to maintain and repair the Units during maintenance weeks. No Owner shall occupy his Unit, or exercise any other rights of ownership in respect of his Unit other than the rights herein provided to him, during any other Unit Weeks unless expressly so authorized by the Owner entitled to occupy the Unit during such Unit Weeks or during any maintenance week except when acting through the Association. Each Owner shall keep his Unit and all furnishings in good condition and repair during his Unit Weeks, vacate the Unit at the expiration of his Unit Weeks, remove all persons and property therefrom excluding only furnishings, leave the Unit in good and sanitary condition and repair, and otherwise comply with such reasonable checkout and other procedures as may from time to time be contained in rules promulgated by the Association.~~

~~No Owner or other person or entity acquiring any right, title or interest in a Unit shall seek or obtain through any legal procedures, judicial partition of the Unit or sale of the Unit in lieu of partition at any date prior to the expiration of each successive ten (10) year period voted by a majority of Owners. If, however, any Unit Weeks shall be owned by two or more persons as tenants in common or as joint tenants, nothing herein contained shall prohibit a judicial sale of the Unit Weeks in lieu of partition as between such co-tenants or joint tenants.~~

Underlined text indicates additions;
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2. Except as hereinabove amended, all of the other terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, THE BERKSHIRE, INC., a Florida not-for-profit corporation, has caused this Amendment to the Declaration of Condominium to be duly executed this 2 day of October, 2017.

Signed, Sealed and Delivered
in the Presence of:

THE BERKSHIRE, INC., a Florida non-profit corporation

Lindsay Warren
Print Name: Lindsay Warren

Sandra C. Patrick
Print Name: Sandra C. Patrick

Justin Marcus
Print Name: Justin Marcus

Matthew R. Pascone II
Print Name: Matthew R. Pascone II

BY: [Signature]
Name:
Title: President

BY: [Signature]
Name:
Title: Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 2 day of October, 2017, by Richard J. Gray, as President of THE BERKSHIRE, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

E. Lindsey Tester
Print Name:
Notary Public, State of Florida
Serial Number, if any

My commission expires: 8-1-2020

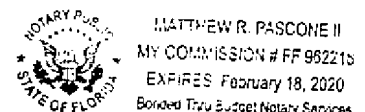
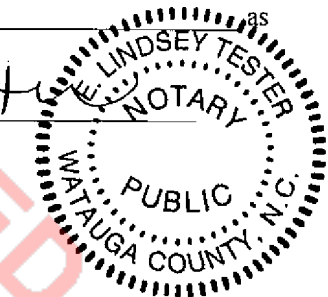
STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 29th day of September, 2017, by Robert McDonald, as Secretary of THE BERKSHIRE, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Matthew R. Pascone II
Print Name:
Notary Public, State of Florida
Serial Number, if any

My commission expires: 2/18/2020

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[Signature]