

This Instrument Prepared By:  
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West Palm Beach, FL 33409

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

As Recorded in Official Records Book 2035, Page 1893  
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 JANUARY 25<sup>TH</sup>, 2000, 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 J Condominium Association

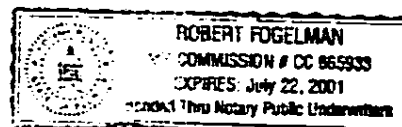
By: Anna Borghia  
President  
Attest: Rose Savini  
Secretary VICE PRES

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of FEBRUARY, 2000, by ANNA BORGHIA, President, and ROSE SAVINI, 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  
ROBERT FOGELMAN  
Printed Notary Name  
My Commission Expires 7-22-01

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## 1999 UCO Model Documents Exhibit to Amendment to the Declaration and By-Laws for Berkshire J 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:

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

**A. SALE OR RENTAL OF UNITS - Association to Have First Right of Refusal.**

...

Provided, however, each owner shall use such apartment 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 apartments to others as a regular practice, for business, speculative, investment, or other similar purposes is not permitted. To meet special situations and to avoid undue hardship or practical difficulties the Board of Directors may grant permission to an owner to lease his or her apartment one time during the ownership of the apartment to a specified lessee.

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 lease.

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

Section 1. Non-Resident May Not be a Director. Notwithstanding any other provision contained in these Bylaws, as amended, or in the Declaration of Condominium, as amended, no member of this Association who is not a resident within a unit contained in this Association may be elected or appointed to the Board of Directors. No renter may be a Director of this Association.

**Article V of the Bylaws, "Officers" is hereby amended to read:**

Section 1. Non-Resident May Not be an Officer. Notwithstanding any other provision contained in these By-laws, as amended, or in the Declaration of Condominium, as amended, no member of this Association who is not a resident within a unit contained in this Association may be elected or appointed as an officer. No renter may be an officer of this Association.

**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, and for no other purpose.

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

2. 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. ...

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.

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

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.