

Amendment
to the
Declaration of condominium of
Dorchester A Condominium Association, Inc.

As Recorded in Official Records,
Palm Beach County, Florida:
Book 1979, Page 1374

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

- I. Words in the text which are ~~lined through~~ indicate deletions from the present text.
- II. Words in the text which are underlined indicate additions to the present text.
- III. 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 is amended as follows:

XI.
PROVISIONS RELATING TO SALE OR RENTAL OR OTHER
ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

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

In the event any unit owner wishes to sell, ~~rent or lease~~ his unit, the Association shall have the option to purchase, ~~rent or lease~~ said unit, upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, ~~rent or lease~~ said unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, ~~tenant or lessee~~.

Should a unit owner wish to sell, ~~lease or rent~~ his condominium parcel (which means the unit, together with the undivided share of common elements appurtenant thereto), he shall, before accepting any offer to purchase, ~~sell or lease, or rent~~, his Condominium parcel, deliver to the Board of Directors of the Association, a written notice containing the terms of the offer he has received or which he wished to accept, the name and address of the person(s) to whom the proposed sale, ~~lease or transfer~~ is to be made, three Bank references and five individual references local, if possible, and such other information (to be requested within five days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association, is authorized to waive any or all of the references aforementioned.

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 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~~.

Failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, ~~lease or rent~~ said interest pursuant thereto, to the prospective purchaser ~~or tenant~~ named therein, within ninety (90) days after his notice was given.

The consent of the Board of Directors of the Association, or Management Firm shall be in recordable form, signed by two Officers of the Association or the Management Firm, and shall be delivered to the purchaser ~~or lessee~~. Should Board of Directors fail to act, as herein set forth and within the time provided herein, the Board of Directors of the Association or the Management Firm shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form, as aforesaid and no conveyance of title or interest whatsoever shall be deemed valid without the consent to the Board of Directors or Management firm as herein set forth.

~~The sub-leasing or sub-renting of a unit owner's interest shall be prohibited. The Association or Management Firm, shall have the right to require that a substantially uniform form of Lease be used, or in the alternative, the Board of directors' approval of the Lease form to be used shall be required. After approval, as herein set forth, entire units may be rented provided the occupancy is only by the Lessee, his family and guests. No individual rooms may be rented, and no transient tenants may be accommodated. Where a Corporate entity is the owner of a unit it must designate the occupants of the unit as it desires, and for such period of time as it desires, in compliance with the provisions of this Article XI.~~

~~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.~~

~~Provided, however, e~~The leasing of units. 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 apartment 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 to a specified lessee for a period of not less than four (4) consecutive months, ~~and n~~ No unit may be leased more than once in a twelve (12) month period.

~~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.~~

All unit owners of record on the date that this amendment became effective will continue to have the right to lease their unit. Such unit owners' right to lease their unit will be considered to be "grandfathered" into these Declarations of Condominium. All notices, conditions, requirements or obligation of either the unit owner, lessee, Management Firm, Board of Directors, or Officers of the Association, as detailed above in relation to the sale of units apply to all leases allowed under this Article. The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations regarding the sale or leasing of units, including application fees, move in/move out fees and other administrative fees. No individual rooms may be rented, and no transient tenants may be accommodated.

The right to lease one's unit pursuant to this amendment terminates upon the transfer of ownership in the property.

. . .

NOT A CERTIFIED COPY

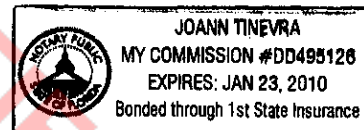
WE HEREBY CERTIFY that the attached amendment to the Declaration was approved by in excess of 75% vote of the membership or by 51% of those members present, in person or represented by proxy (a quorum being present) at a duly called meeting on 1/9/05 and does not affect the interest of the lessor of the long-term recreational lease.

by: JAMES R. DUNNE
President
Attest: Catherine Cardinal
(office) Vice President

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

BEFORE ME, the undersigned authority, this 22 day of February ²⁰⁰⁶ 2005, personally appeared JAMES R. DUNNE and CATHERINE CARDINAL, to me known to be the President and Vice President, respectively of DORCHESTER A CONDOMINIUM ASSOCIATION, INC., who first being duly sworn upon oath, have acknowledged before me that they have executed this instrument as such President and Vice President and that said instrument is the free act and deed of the said ASSOCIATION.

Joann Tinevra
Notary Public



Catherine Cardinal

AD# C 635-121-26-686-0