

As Recorded in ORB 1728 Page 101 Official 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.

Article XI of the Declaration of Condominium entitled "PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS B. MORTGAGE AND OTHER ALIENATION OF UNITS" is amended as follows:

2. No ~~After~~ judicial sale of a unit, ~~nor~~ or any interest therein, through ~~foreclosure or other judicial process, shall be valid unless:~~ (a) ~~The sale is to a~~ 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. or; (b) ~~The sale is a result of a public sale with open bidding.~~

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, shall have the ~~unqualified right to~~ may not sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel, or occupy said parcel without prior offer to the Board of Directors of the Association or Management Firm, and without the prior written approval of the said Board of Directors or Management Firm. The provisions of Section A. and B., No. 1-5, of this Article XI, shall be inapplicable apply to such Institutional First Mortgagee, or the Management Firm, or the Lessor under the Long-Term Lease, or acquirer of title, as aforescribed in this paragraph.

(b) ~~The provisions of Section A and B., No. 1-5, (b) The provisions of Section A and B., No. 1-5, of this Article XI, shall be inapplicable to the Developer. The said Developer is irrevocably empowered to sell, lease, rent and/or mortgage Condominium parcels or units, and portions thereof, to any purchaser, lessee or mortgage approved by it, and the Developer shall have the right to transact any business necessary to consummate sales or rentals of units, or portions thereof, including but not limited to the right to maintain models, have signs, use the common elements, and to show units. The sales office(s), signs, and all items pertaining to sales shall not be considered common elements, and shall remain the property of the Developer.~~

(c) ~~In the event there are unsold parcels, the Developer retains the right to be the owner of said unsold parcels under the same terms and conditions as all other parcel owners in said Condominium; however, said Developer, for such time as it continues to be a parcel owner, but not exceeding twelve (12) months after the date of the filing of this Declaration, shall only be required to contribute such sums to the common expenses of the Condominium, in addition to the total monthly common expense assessments paid by all other parcel owners as may be required for the Association to maintain the Condominium, and fulfill its obligations, as provided in this Declaration and Exhibits attached hereto, but in no event shall the Developer be required to contribute to the common expenses as to the parcels~~

~~owned by it, in an amount exceeding the obligation for such unit, as specified and set forth in Exhibit "A" attached to this Declaration. Commencing twelve (12) months after the date of the filing of this Declaration of Condominium, the developer shall contribute to the common expenses, as to the parcels owned by it, in the same manner as all other parcel owners, as provided in Exhibit "A" attached to this Declaration.~~

I HEREBY CERTIFY that the above Amendment was approved by the affirmative vote of three fourths (3/4) of the total number of unit owners in the Association at a duly called meeting and with quorum present on January 5, 1997.

WALTHAM II CONDOMINIUM ASSOCIATION INC.

By: Morry Blank
President Morry Blank

Attest: Avi's E. Blank
Secretary Avi's E. Blank

STATE OF FLORIDA :

COUNTY OF PALM BEACH:

BEFORE ME, the undersigned authority, this 9 day of Jan, 1997, personally appeared Morry Blank and Avi's E. Blank, to me known to be the President and Secretary, respectively, of CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, who being by me first duly cautioned and sworn upon oath, have acknowledged before me that they have executed this instrument as such President and Secretary, and that said instrument is the free act and deed of said corporation and are known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, that she is personally known to me or I relied upon the following form of identification

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of the above named person: and that an oath

 (was not) taken.

Phyllis Charatz
Notary Public



Printed Notary Name
My Commission Expires:

To
Waltham H Condo Assoc
189 Waltham : H-
W.P.D. 33417