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This instrument was prepared by
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West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
SOMERSET B CONDOMINIUM
AND THE BY-LAWS FOR
SOMERSET B CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the **Declaration of Condominium for Somerset B Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2088** at Page **1331**; and

WHEREAS, the By-Laws for Somerset B Condominium Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of **Somerset B Condominium Association, Inc.**, a Florida not-for-profit corporation, held **February 20, 2016**, the aforementioned Declaration of Condominium and By-Laws were amended pursuant to the provisions of said Declaration of Condominium and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Condominium and By-Laws are a true and correct copy of the amendments as amended by the membership.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM FOR
SOMERSET B CONDOMINIUM**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

XI

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

A. TRANSFERS 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 units, together with the undivided share of the 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 wishes to accept, the name and address of the person(s) to whom the proposed sale, ~~lease or transfer~~ is to be made, two Bank references and three 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 may screen all prospective purchasers, tenants, and occupants of any unit including but not limited to screening for criminal background, financial background, etc. The foregoing shall not be interpreted as permitting leasing of Units which remains prohibited.

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, 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), designate the Association, or the Association may designate one or more person then unit owners, or any other person(s) satisfactory to the Board of Directors of the Association, who are willing to purchase, ~~lease or rent,~~ upon the same terms as those specified in the unit owner's notice, or object to the sale, ~~leasing or renting~~ to the prospective purchaser, ~~tenant or lessee~~, for good cause, which cause need not be set forth in the notice from the Board of Directors to the unit owner. However, the Association shall not unreasonable withhold its consent to any prospective sale, ~~rental or lease~~.

The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors within which to make a binding offer to buy, ~~lease or rent,~~ upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s), or

failure of such person(s) to make such offer within the said fourteen (14) day period, or 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 shall be in recordable form, signed by two Officers of the Association, and shall be delivered to the purchaser, or lessee. Should the Board of Directors fail to act, as herein set forth and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form, as aforesaid and no conveyance of title or interest whatsoever shall be deed valid without the consent of the Board of Directors as herein set forth.

~~In no event may any apartment owner lease or rent his or her apartment more than once during the period of his or her ownership. In the case of hardship the board of directors at a special meeting may modify this provision.~~

No leases or rentals are permitted in any unit at the Condominium. The foregoing prohibition on leasing shall not apply to units owned by the Association.

~~The sub-leasing or sub-renting of a unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof prohibited. The Association 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 or Sub-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 permitted entity is the owner of a unit it may designate the occupants of the units as it desires, and for such period of time as it desires, without compliance with the provisions of Section A. of this Article XI. The foregoing shall not be deemed an assignment or sub-leasing of a unit, and shall be deemed to be in compliance with the provisions of the first paragraph of Article XIII of this Declaration.

B. MORTGAGE AND OTHER ALIENATION OF UNITS

1. A unit owner may not mortgage his units, nor any interest therein, without the approval of the Association, except to an Institutional Mortgagee, as hereinbefore defined. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association, and said approval, if granted, shall be in recordable form, executed by two Officers of the Association.

2. No judicial sale of a unit, or any interest therein, shall be valid unless:

(a) The sale is to a purchaser approved by the Association, which approval shall be in recordable form, executed by two Officers of the Association, and delivered to the purchaser; or

(b) The sale is a result of a public sale with open bidding.

3. Any sale, or mortgage or lease, which is not authorized pursuant to the terms of this Declaration, shall be void, unless subsequently approved by the Board of Directors of the Association and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved. All leases of units are void and will not be approved by the Association. The foregoing does not apply to units owned by the Association.

4. The foregoing provisions of this Article XI shall ~~not~~ apply to transfers by a unit owner to any member of his immediately family, ~~(viz: spouse, children or parents.)~~

The phrase "~~sell, rent, or lease~~", in addition to its general definition, shall be defined as including the transferring of a unit owner's interest by gift, devise or involuntary or judicial sale.

In the event a unit owner dies and his unit is conveyed or bequeathed to some person other than his spouse, children, or parents, or if some other person is designated by the decedent's legal representative to receive the ownership of the Condominium unit, or if, under the laws of descent and distribution of the State of Florida, the Condominium unit descends to some person or persons other than the decedent's spouse, children or parents, the Board of Directors of the Association may within thirty (30) days of proper evidence or rightful designation served upon the President or any other Office of the Association, or within thirty (30) days of proper evidence or rightful designation served upon the President or any other Officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of the said devise or descendant, express its refusal or acceptance of the individual or individuals so designated as the owner of the Condominium parcel.

If the Board of Directors of the Association shall consent, ownership of the Condominium parcel may be transferred to the person or persons so designated, who shall, thereupon, become the owner(s) of the Condominium parcel, subject to the provisions of the Enabling Declaration and the Exhibits attached hereto.

If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30)

days next after said last above mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash the said Condominium parcel, at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium parcel, the same shall be determined by an Appraiser appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, upon ten (10) days' notice, on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons, or the legal representative of the deceased owner, out of the amount realized from the sale of such Condominium parcel. In the event the members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said Condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium parcel; or, such person or persons, or the legal representative of the Deceased owner may sell the said Condominium parcel, and such sale shall be subject in all other respects to the provisions of this Enabling Declaration and Exhibits attached hereto.

5. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, or rented said interest, as provided herein. Every purchaser, ~~tenant or leasee~~, shall take subject to this Declaration, the By-Laws of the Association, the Long-Term Lease, and the Management Agreement, as well as the provisions of the Condominium Act.

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 sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel or occupy said parcel, without the prior offer to the Board of Directors of the Association, and without the prior approval of the said Board of Directors. The provisions of Section A. and B., No. 1-5, of this Article XI, shall be inapplicable 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 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 mortgagee 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 the 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 to 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 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.

* * *

ARTICLE XIII

USE AND OCCUPANCY

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, and for no other purposes. No person under the age of fifty-five 55 years of age shall be permitted to reside in any of the units or rooms thereof in this condominium, except that children under the age of fifteen (15) eighteen (18) may be permitted to visit and temporarily reside for reasonable periods of no longer than thirty (30) days cumulatively for all such visits in any calendar year.

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 and occupants shall be notified of the 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.

Except for trusts established for estate planning purposes, ownership of units and membership is limited to natural persons. Entities, including, but not limited to, corporations, limited liability companies and partnerships may not own units at the Condominium. Any statements regarding entity ownership in this Declaration, the Articles of Incorporation or Bylaws shall be interpreted as referring only to units owned by permitted entities or to units owned by entities prior to this amendment being recorded in the public records. The foregoing limitation on ownership by entity shall not apply to units owned by the Association or to mortgagees acquiring title to units through foreclosure or deed in lieu of foreclosure. Membership in this Association shall be limited to record owners of units in the Condominium. Transfer of unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a Member of this Association. If unit ownership is vested in more than one person, all of the persons owning a unit shall be authorized to attend meetings. If unit ownership is vested in a trust or, to the extent permitted by this Declaration, any other entity, the entity may designate a representative or an individual officer or employee to exercise its rights as a Member.

The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise, nor shall the unit owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium property.

~~No animals or pets of any kind shall be kept in any unit, or on any property of the Condominium, except with the written consent of and subject to the Rules and Regulations adopted by the Management Firm for the keeping of said pets, as long as the Management Agreement remains in effect, and, thereafter, by the Board of Directors; provided that they are not kept, bred or maintained for any commercial purposes, and further provided that such house pets causing or creating a nuisance or unreasonable disturbance, shall be permanently removed from the property subject to these restrictions, upon three (3) days written notice from the Management Firm or the Board of Directors of the Association.~~

No one is permitted to keep, harbor or maintain any animals or pets anywhere on the Condominium Property, including, but not limited to, within any unit or upon the Common Elements or Limited Common Elements.

Except as required by applicable law, the The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the buildings; nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their unit; nor shall they place any furniture or equipment outside their unit, except with the prior written

consent of the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the Firm or the Board of Directors. No clothes line or similar device shall be allowed on any portion of the Condominium property, nor shall clothes be hung anywhere except in such area as is designated by the Management Firm or Board of Directors. No laundry facilities or equipment shall be permitted in any unit, nor on the Condominium property. Any unit owner possessing such equipment in the Unit must have the equipment removed from the Unit upon the sale of the Unit. ~~The Lessor Association under the Long-Term Lease shall have the exclusive right to install and operate coin-operated laundry machines (coin or card operated, or otherwise), including but not limited to washing machines, dryers, dry-cleaning machines and machines of an allied nature, and the exclusive right to offer services for off-premises dry-cleaning, laundering, pressing and tailoring, and other allied services, within Century Village during the term of and as provided in said Lease.~~

No person shall use the common elements or any part thereof, or a Condominium Unit, or the Condominium property and recreational facilities, or any part thereof, in any manner contrary to or not in accordance with the Rules and regulations pertaining thereto, as from time to time may be promulgated by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Association. No person shall use the Century Village Club recreational facilities in any manner contrary to or not in accordance with the Rules and Regulations pertaining thereto as from time to time may be promulgated by the Lessor under the Long-Term Lease.

Smoking on the Common Elements and Limited Common Elements is strictly prohibited. Smoking shall mean inhaling, exhaling, burning, carrying or possessing any lighted tobacco or other products used in a device for such purpose including but not limited to cigarettes, cigars, pipes, bongs and any other lighted tobacco or other product. The use of "electronic" or "vapor" cigarettes, cigars, pipes or similar apparatus are likewise defined as smoking and likewise prohibited in the aforementioned areas.

The initial Rules and Regulations are as set forth in the By-Laws of the Association, which are annexed hereto as "Exhibit No. 2", and same shall be deemed effective until amended, as provided in the By-Laws.

* * *

or the Assistant Secretary of the ~~Corporation~~ entity, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a unit shall be known as the "voting member." If such a Certificate is not on file with the Secretary of the Association for a unit owned by more than one person or by an ~~Corporation~~ entity, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a husband and wife. Such Certificates shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the ownership of the unit concerned. If a Condominium unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a unit is not divisible).

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the unit vote, just as though he or she owned the unit individually, and without establishing the concurrence of the absent person.

* * *

ARTICLE IX ACQUISITION OF UNITS.

Section 1. Voluntary Sale or Transfer. Upon receipt of a unit owner's written notice of intention to sell, ~~or lease~~, as described in Article XI., of the Declaration of Condominium to which these By-Laws are attached, the Board of Directors shall have full power and authority to screen the prospective applicant and all prospective occupants of the unit and to consent to the transaction as specified in said Notice, or object to same for good cause, or to designate a person other than the Association as designee, pursuant to the provisions of said Article XI, without having to obtain consent of the membership thereto. The Board of Directors shall have the further right to designate the Association as being "willing to purchase, ~~lease or rent~~," upon the proposed terms upon adoption of a resolution by the Board of Directors recommending such purchase ~~or leasing~~ to the membership, but notwithstanding the adoption of such resolution and such designation by the Board of Directors, the Association shall not be bound and shall not so purchase ~~or lease~~, except upon the authorization and approval of the affirmative vote of voting members casting not less than sixty percent (60%) of

**AMENDMENTS TO THE
BY-LAWS FOR
SOMERSET B CONDOMINIUM ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association shall be limited to owners of the Condominium units, as identified in the preceding Declaration of Condominium to which these By-Laws are attached. Transfer of unit ownership either voluntarily or by operation of law shall ~~terminate~~ membership in the Association, and said membership is to become vested in the transferee. If unit ownership is vested in more than one person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., ~~but, as hereinafter indicated,~~ the vote of a unit shall be cast by the "Voting Member". If unit ownership is vested in a ~~Corporation permitted entity,~~ or an entity including but not limited to a corporation, trust, partnership, or Limited Liability Company, which owned a unit prior to the date these amendments were recorded, said ~~Corporation entity~~ may must designate an individual officer, partner, or employee of the ~~Corporation entity~~ as its voting member.

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber ~~or lease~~ a Condominium parcel where the approval of the Board of Directors is required, as set forth in these By-Laws and the Declaration of Condominium to which they are attached, shall be ~~accompanied~~ by an application fee in an amount equal to One Hundred (\$100) dollars, or ~~whatever~~ allowable by law, payable to the Association, per applicant, or per family, ~~or entity.~~ ~~Provided, however, no such fee shall charged if the application is for the renewal of an existing lease with the same lessee.~~

* * *

Section 5. Designation of Voting Member. If a Condominium unit is owned by one person, his right to vote shall be established by the recorded title to the unit. If a Condominium unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated in a Certificate, signed by all of the recorded owners of the unit and filed with the Secretary of the Association. If a Condominium unit is owned by a ~~Corporation permitted entity,~~ or an entity of another type which took title prior to the date of these amendments, the officer, partner or employee thereof entitled to cast the vote of the unit for the ~~Corporation entity~~ shall be designated in a Certificate for this purpose, signed by the President or Vice-President, attested to by the Secretary

or the Assistant Secretary of the Corporation entity, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a unit shall be known as the "voting member." If such a Certificate is not on file with the Secretary of the Association for a unit owned by more than one person or by an Corporation entity, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a husband and wife. Such Certificates shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the ownership of the unit concerned. If a Condominium unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

- (a) They may, but they shall not be required to, designate a voting member.
- (b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a unit is not divisible).
- (c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the unit vote, just as though he or she owned the unit individually, and without establishing the concurrence of the absent person.

ARTICLE IX ACQUISITION OF UNITS.

Section 1. Voluntary Sale or Transfer. Upon receipt of a unit owner's written notice of intention to sell, ~~or lease~~, as described in Article XI, of the Declaration of Condominium to which these By-Laws are attached, the Board of Directors shall have full power and authority to screen the prospective applicant and all prospective occupants of the unit and to consent to the transaction as specified in said Notice, or object to same for good cause, or to designate a person other than the Association as designee, pursuant to the provisions of said Article XI, without having to obtain consent of the membership thereto. The Board of Directors shall have the further right to designate the Association as being "willing to purchase, ~~lease or rent~~," upon the proposed terms upon adoption of a resolution by the Board of Directors recommending such purchase ~~or leasing~~ to the membership, but notwithstanding the adoption of such resolution and such designation by the Board of Directors, the Association shall not be bound and shall not so purchase ~~or lease~~, except upon the authorization and approval of the affirmative vote of voting members casting not less than sixty percent (60%) of

the total votes of the unit owners present at any regular or special meeting of the unit owners wherein said matter is voted upon. The provisions of Article XI. of the Declaration of Condominium to which these By-Laws are attached, and the provisions of the Management Agreement attached to the aforesaid Declaration of Condominium shall supersede the provisions herein relative thereto.

* * * * *

WITNESS my signature hereto this 25 day of AUGUST, 2016, at West Palm Beach, Palm Beach County, Florida.

**SOMERSET B CONDOMINIUM
ASSOCIATION, INC.**

Nancy J. Cornier
Witness
Nancy J. Cornier
(PRINT NAME)

By: Roy Abramowitz
President

CLAIRE FERTIG
Witness
C. Fertig
(PRINT NAME)

Attest Matthew Cassidy
VICE PRESIDENT Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 25 day of AUGUST 2016, by ROY ABRAMOWITZ and MATTHEW CASSIDY, as PRES. and VICE PRES., respectively, of **Somerset B Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced DRIVERS LIC'S. as identification and did take an oath.

[Signature] (Signature)
[Print Name] (Print Name)

Notary Public, State of Florida at Large

