

This instrument was prepared by:
MARK D. FRIEDMAN, ESQ.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
1999 UCO MODEL DOCUMENTS CENTURY VILLAGE,
WEST PALM BEACH AMENDED DECLARATION OF CONDOMINIUM
FOR
SOMERSET E CONDOMINIUM**

WHEREAS, the **Declaration of Condominium for Somerset E Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2078** at Page **95**; and

WHEREAS, the **1999 UCO Model Documents Century Village, West Palm Beach for Somerset E Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book **11019** at Page **755**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Somerset E Condominium Association, Inc.**, a Florida not-for-profit corporation, held July 17, 2014, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration of Condominium.

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

**AMENDMENTS TO THE
1999 UCO MODEL DOCUMENTS CENTURY VILLAGE,
WEST PALM BEACH AMENDED DECLARATION OF CONDOMINIUM
FOR
SOMERSET E 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. SALE OR RENTAL OF UNITS – Association to Have First Right of

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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 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 executed lease or purchase agreement and 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, 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. All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the maximum amount permitted by the Chapter 718, Florida Statutes ("Condominium Act"), as same may be amended from time to time. Prospective purchasers and tenants must submit to a background investigation. All transfers by lease may be conditioned upon the posting of a security deposit not to exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time.

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 or reject 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. Provided, however, each unit owner shall use his or her unit 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 units to others as a regular practice for business, speculative, investment, or other similar purposes is not permitted. Should any person intend to purchase or lease a unit for such business, speculative, investment, or other similar purposes then the Association may deny approval of such purchase or lease. 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.

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 the 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 of 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 the Lessee, his family and guests. No individual rooms may be rented, and no transient tenants may be accommodated. Leases may be renewed but may not be extended. A renewal of a current lease shall be considered a new lease for the purpose of establishing the number of times per year that a unit has been leased. 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 is desires, in compliance with the provisions of this Article XI.

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members of the Condominium unit owner's immediate family as titleholders with the Condominium unit owner or to a trust where such transfers were undertaken for the purpose of estate planning. This restriction shall not apply to Condominium units acquired by the Association while the Condominium units are owned by the Association. If at the time of transfer of any interest in title a Condominium unit is already leased pursuant to a lease agreement entered into by the previous owner, the aforementioned two (2) year period during which the Condominium unit may not be leased shall commence at the expiration of the current term of the existing lease which may not be renewed or extended.

B. MORTGAGE AND OTHER ALIENATION OF UNITS

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

* * * * *

WITNESS my signature hereto this 31 day of July, 2014, at West Palm Beach, Palm Beach County, Florida.

**SOMERSET E CONDOMINIUM
ASSOCIATION, INC.**

Fred Huil
Witness
FRED HUIL
(PRINT NAME)

By: [Signature]
President

Janet Kerr
Witness
JANET KERR
(PRINT NAME)

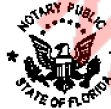
Attest [Signature]
Secretary

[Notary page to follow]

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 31st day of July 2014, by Ruth Berman and Flourence Pires, as President and Secretary, respectively, of **Somerset E Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

Edith Levine (Signature)



EDITH LEVINE
MY COMMISSION # FF 003944
EXPIRES: June 9, 2017
Bonded Through Notary Services

(Print Name)

Notary Public, State of Florida at Large