

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
CENTURYVILLAGE, WEST PALM BEACH
AMENDED DECLARATION OF CONDOMINIUM OF
SOMERSET E CONDOMINIUM
AND THE BY-LAWS FOR
SOMERSET E CONDOMINIUM ASSOCIATION, INC.**

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, the By-Laws for Somerset E Condominium Association, Inc. are attached as an exhibit thereto; 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 **January 10, 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
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~~")

**IX
THE OPERATING ENTITY**

The operating entity of the Condominium shall be an incorporated (if applicable) Association, pursuant to Section 718.111 F.S. which shall be organized and fulfill its functions pursuant to the following provisions:

* * *

C. The members of the Association shall consist of all of the record owners of Condominium parcels in this condominium, and their voting rights shall be as provided in Article V. hereinabove and in the By-Laws of the Association attached hereto. Change of membership in the Association and designation of Voting Member shall be as provided in the By-Laws of the Association attached hereto. Membership shall be established by the acquisition of ownership of fee title to, or fee interest in, a Condominium parcel in the Condominium, whether by conveyance, devise, judicial decree, or otherwise subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Palm Beach County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument.

* * *

**ARTICLE 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.

* * *

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. Leases may be renewed but 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 permitted Corporate entity or an entity which owned a unit prior to the date these amendments were recorded 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.

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B. MORTGAGE AND OTHER ALIENATION OF UNITS

1. Units may only be financed by institutional mortgagees. For purposes of this paragraph, the term "institutional mortgagee" means the owner and holder of a

mortgage encumbering a Condominium unit which owner and holder of said mortgage is a bank, a life insurance company, a federal or state savings and loan association, a real estate or mortgage investment trust, a credit corporation having in excess of Fifty Million Dollars, a federal or state agency, the United States Department of Veterans Affairs, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and similar agencies, their successors and assigns. Other entities and/or individuals are prohibited from financing units at Somerset E. The Association shall deny any sale or transfer of a Condominium unit if a non-institutional mortgagee will be holding the mortgage. Unit owners are prohibited from refinancing or taking out an equity line of credit on his or her unit with a non-institutional mortgagee. A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association or Management Firm, except for a first mortgage to an Institutional Mortgagee, as hereinbefore defined. The approval of any other mortgagee may be conditioned upon the mortgage holder subordinating the mortgage behind the Association's lien rights for unpaid assessments or upon conditions determined by the Board of Directors of the Association or Management Firm, and said approval, if granted, shall be in recordable form, executed by two Officers of the Association or Management Firm.

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.

3. Any sale, mortgage or lease, transfer which is not authorized pursuant to the terms of the Declaration or which runs contrary to the requirements of the Declaration, shall be void, unless subsequently approved by the Board of Directors of the Association or Management Firm, and said approval shall have the same effect as though it had been given and filed simultaneously with the instrument it approved.

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 including but not limited to (viz: spouse, children or parents. Title to a unit may not be held in the name of more than two (2) natural persons. No person or permitted entity (other than the Association or a Mortgagee taking title by foreclosure or deed in lieu of foreclosure) may own or have any ownership interest, directly or indirectly, jointly or individually, in more than two (2) units in the Condominium operated by the Association including, without limitation, individually, jointly or through his or her spouse, roommate, a "straw man", or otherwise or a corporate entity as a partner, officer, director, shareholder, trustee, beneficiary or employee of any partnership, corporation, company, trust or any type of entity owning any ownership interest in or to a unit. Such additional transfers shall be considered void.

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 or Management Firm may within thirty (30) days of proper evidence or rightful designation served upon the President or any other Officer of the Association or Management Firm, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee 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 or Management Firm 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 or Management Firm 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.

* * *

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 while he is residing, who may visit for a maximum of 30 days per year, and for no other purpose. Therefore, the leasing of units to others as a regular practice for business, speculative, investment, or other similar purposes is not permitted. Only the owner's adult children may occupy the unit in the owner's absence, with prior approval of the Board of Directors. 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.

A guest shall be considered any occupant who is not a unit owner or approved tenant. There shall be no time limitation on guest occupancy provided the guest occupies the unit with the owner or approved tenant. "Occupancy" by the owner or approved tenant means that the owner or approved tenant is sleeping in the unit overnight. However, any guest who occupies a unit in excess of thirty (30) days cumulatively in any calendar year with the owner or approved tenant occupying the Unit shall be subject to screening as a tenant. Any guest who occupies a unit in excess of eight (8) days must obtain a Century Village I.D. card. Guest occupancy in the absence of the unit owner by members of the unit owner's family, defined for purposes of this paragraph as parents, children, siblings and the spouses of the foregoing, shall be limited to a maximum of four (4) weeks per visit. Notwithstanding the foregoing, prior to any occupancy of the unit by any guest in the absence of the owner, the owner must provide written notice to the Association of the name or names of the intended guests, the anticipated date of arrival, and the anticipated date of departure. Guest occupancy in the absence of the unit owner by persons other than members of the unit owner's family, as defined above, and guest occupancy in the absence of an approved tenant are prohibited.

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 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) 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.

In no event may more than three (3) persons permanently occupy a one-bedroom unit and no more than four (4) persons may permanently occupy a two-bedroom unit.

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. The foregoing limitation on corporate ownership 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 the 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 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 specially trained dogs for handicapped unit owners who are hearing or sight impaired.

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 Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by 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 Board of Directors. No laundry facilities or equipment shall be permitted in any unit.

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 Association. No person shall use the 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.

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.

**AMENDMENTS TO THE
BY-LAWS OF
SOMERSET E 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. Membership shall be established by the acquisition of ownership of fee title to, or fee interest in, a Condominium parcel in the Condominium, whether by conveyance, devise, judicial decree, or otherwise subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Palm Beach County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument. 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 which owned a unit prior to the date these amendments were recorded, said Corporation entity may must designate an individual officer or employee of the Corporation entity as its voting member.

* * *

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, the officer or employee thereof entitled to cast the vote of the unit for the Corporation permitted 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 permitted 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 a Corporation permitted 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 married couple. 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 married couple, 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.

* * * * *

[Signature page to follow]

WITNESS my signature hereto this 17 day of February, 2016, at West Palm Beach, Palm Beach County, Florida.

**SOMERSET E CONDOMINIUM
ASSOCIATION, INC.**

Sandra Alcastro
Witness

SANDRA ALCASTRO
(PRINT NAME)

Samuel Rothbein
Witness

SAMUEL ROTHBEIN
(PRINT NAME)

By: Ruth Berman
President

Florence Pires
Attest Florence Pires
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17 day of February, 2016, by Ruth Berman and Florence 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 FL Driver License as identification and did take an oath.

Sandra Alcastro (Signature)
SANDRA ALCASTRO
MY COMMISSION # EE 201223
EXPIRES: May 27, 2016
Notary Public, State of Florida (Print Name)

