

Amendment

ORB 6355 Pg 1289

to the

Declaration of Condominium

of

SOMERSET G CONDOMINIUM ASSOCIATION INC.

As Recorded in Official Records,

Palm Beach County, Florida:

Book 2677, Page 1826-1869

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.

WE HEREBY CERTIFY that the attached amendments to the Declaration and By-Laws were approved by in excess of 75% vote of the membership at a duly called meeting on JANUARY 7, 1990.

SOMERSET G CONDOMINIUM ASSOCIATION INCBy: Murray Tattel
PresidentAttest: Cheryl Blankstein
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH:

BEFORE ME, the undersigned authority, this 8 day of January, 1989, personally appeared Murray Tattel and Cheryl Blankstein, to me known to be the President and Secretary, respectively of SOMERSET G. CONDOMINIUM ASSOCIATION 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 ASSOCIATION.

Joseph Furuta
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 20, 1993
BONDED THRU CETERAL INS. CO.

Murray Tattel
Somerse G. Condo Inc
1111 Palm Beach St 334

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VI Page 1727
COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Condominium, including the obligation of each unit owner under the Long-Term Lease and any Management Agreement ~~attached to this Declaration~~, shall be shared by the unit owners as specified and set forth in "Exhibit A". The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium parcels, their location, or the building square footage included in each Condominium unit. Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the common elements - any common surplus being the excess of all receipts of the Association, for this Condominium, including but not limited to assessments, rents, profits and revenues on account of the common elements of this Condominium, over the amount of the common expenses of this Condominium.

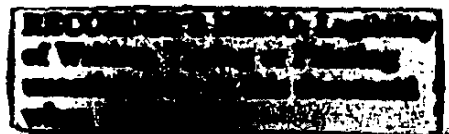
Common expenses shall also include reasonable transportation services, insurance for officers and directors, road maintenance and operation expenses, and security services which are reasonably related to the general benefit of the unit owners even when such services and expenses are not attached to or part of the common elements of the Condominium.

VII Page 1811
METHOD OF AMENDMENT DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than three-fourths (3/4ths) of ~~the total vote of the members of the Association~~ those present in person or proxy provided a quorum is present.

VII Page 1828-A RENT - SELL - LEASE

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 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 ~~three~~ Bank references and three ~~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 ~~ten~~ ~~(10)~~ 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), ~~designate the Association, or the Association may designate one or more persons 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 or Management Firm to the unit owner. However, the Association shall not unreasonably 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 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, fFailure 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 ~~subject to the same limitations as are applicable to the leasing or renting of the unit~~ prohibited. The Association or Management Firm, shall have the right to require that a substantially uniform form of Lease ~~or Sub-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 entity is the owner of a unit it may must designate the occupants of the unit as it desires, and for such period of time as it desires, ~~without~~ in compliance with the provisions of

Provided, however, 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 apartments 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 consecutive months in any twelve month period.

- (a) Commencing with the date of this filing no apartment may be purchased in a corporate name.

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 purpose. No children-under-fifteen-(15) 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) may be permitted to visit and temporarily reside for reasonable periods not in excess of 30 days 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) 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.

BY-LAWS

OF

UNINCORPORATED INCORPORATED ASSOCIATION

PAGE 1844

ARTICLE - I

IDENTITY

The following By-Laws shall govern the operation of the Condominium created by the Declaration of Condominium to which these By-Laws are attached.

The Association whose name appears at the end of this instrument is an unincorporated incorporated Association, organized and existing pursuant to the Florida Statute 711.121-Ft-Seq-7 Condominium Act for the purpose of administering the aforesaid Condominium. A copy of the Articles of Incorporation of said Association is attached hereto as Exhibit #1.

Section 1. The Office of the Association shall be at the Condominium property, or at such other place as may be subsequently designated by the Board of Directors of the Association.

DIRECTORS

ARTICLE IV Page 1845

Section 1. **Number, Term and Qualifications.** The affairs of the Association shall be governed by a Board of Directors composed of such ~~number of persons as equal the condominium units in the Condominium created by virtue of the Declaration of Condominium to which these By-Laws are attached. It is the general intention of the Association to have as a Director a unit owner from each unit. All Directors shall be members of the Association, provided, however, that until one of the events in Article III, Section 6 of these By-Laws first occurs, all Directors shall be designated by the Developer and need not be members. All officers of a Corporate unit owner shall be deemed to be members of the Association so as to qualify as a Director herein.~~ not more than seven (7) persons as provided in the Articles of Incorporation. The term of each Director's service shall extend until the next meeting of the members and, thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. ~~The first Board of Directors may be three (3) in number, not withstanding the proviso hereinbefore set forth.~~

MEMBERSHIP AND VOTING PROVISIONS

ARTICLE II Page 1844

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, said Corporation may designate an individual officer or employee of the Corporation 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 of the Association is required, as set forth in these By-Laws and the Declaration of Condominium to which they are attached, shall be accompanied by an applica-

tion fee in an amount to be set by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors, to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred, not to exceed \$50 per applicant or per family or entity. vided, however, no such fee shall be charged for the renewal of a lease.

AMENDMENTS TO THE BY-LAWS

ARTICLE X
PAGE 1849

The By-Laws may be altered, amended or added to at any duly called meeting of the unit owners provided:

(1) Notice of the meeting shall contain a statement of the proposed Amendment.

(2) The Amendment shall be approved by the affirmative vote of the voting members casting not less than ^{TWO - THIRDS} ~~three-fourths~~ ^{2/3} ~~(3/4ths)~~ of those present in person or proxy (provided a quorum is present) of the total votes of the unit owners.

ARTICLE III Sec. 4 Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws, to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than ~~three-fourths (3/4ths)~~ two-thirds (2/3rds) of the members who would have been entitled to vote upon the action if such meeting were held, shall consent, in writing, to such action being taken; however, Notice of such action shall be given to all members, unless all members approve such action.

SECTION 5 ARTICLE III Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 6. --- Provide, --- Provided, --- however, --- that until the 1st Wednesday in April, 1976, or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, there shall be no meeting of the members of the Association, unless a meeting is called by the Board of Directors of the Association, and should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Association.

ARTICLES OF INCORPORATION

OF

SOMERSET G CONDOMINIUM ASSOCIATION, INC.

(A Corporation Not for Profit)

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit under Chapters 617 and 718, Florida Statutes, and certify as follows:

ARTICLE I

Name

The name of the corporation is SOMERSET G CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the "Association" or the "Condominium"). The duration shall be perpetual unless dissolved according to law.

ARTICLE II

Purpose

A. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, Chapter 718, Florida Statutes, (hereinafter referred to as the "Act", for the operation of the Somerset G Condominium of Century Village at West Palm Beach, Palm Beach County, Florida.

B. The Association will make no distributions of income to its members (as defined in Article IV hereof), Directors or officers.

ARTICLE III

Powers

The powers of the Association will include and be governed by the following provisions:

A. The Association will have all the powers of a corporation not for profit not in conflict with the terms of these Articles.

B. The Association will have all the powers and duties set forth in the Act, except as limited by these Articles and the Declaration of Condominium for the Association; and it will have all the powers and duties reasonably necessary to operate said condominium pursuant to the Declaration of Condominium, as it may be amended from time to time, including, but not limited to the following:

1. To make and collect assessments against members in order to meet the common expenses of the condominium.

2. To use the proceeds of assessments in the exercise of its powers and duties.

3. To maintain, repair, replace and operate the condominium property.

4. To purchase insurance for the condominium property and for the protection of the Association and its members as unit owners.

5. To reconstruct improvements after casualty and to further improve the condominium property.

6. To make and amend reasonable regulations respecting the use of the condominium property.

7. To approve or disapprove the transfer, mortgage and ownership of units as may be provided by the Declaration of Condominium and the By-Laws of the Association.

8. To enforce by legal means the provisions of the Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the condominium property.

9. To contract for the management and operation of the condominium, including the common elements, and thereby to delegate powers and duties of the Association, except such as are specifically required to have approval of the Board of Directors or the membership of the Association.

10. To employ personnel to perform the services required for the proper management and operation of the condominium.

C. The powers of the Association will be subject to and will be exercised in accordance with the provisions of the Declaration of Condominium, the By-Laws of the Association, and the Act.

ARTICLE IV Members

A. The members of the Association will be all record owners of units in the Condominium.

B. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

C. The owner of each unit will be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast by unit owners and the manner of exercising voting rights will be determined by the Declaration of Condominium, the By-Laws of the Association, and the Act.

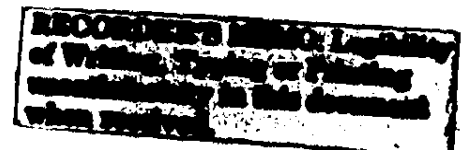
ARTICLE V Directors

A. The affairs of the Association will be managed by a Board of Directors. The number of Directors shall be ~~five~~ (7) SEVEN (7)

B. Except as provided in subsection V(D) hereof, Directors will be elected at the annual meeting of the members in the manner determined by the By-Laws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided in the By-Laws of the Association and the Act.

C. Directors named in these Articles will serve until the election of Directors at the next annual meeting of the members, and any vacancies in their number occurring before said meeting will be filled as provided in the By-Laws.

D. The names and addresses of the members of the first Board of Directors who will hold office until their successors are elected and have qualified, or until removed, are as follows:



MURRAY TEITEL
(Name)

SOMERSET G 141
CENTURY VILLAGE
(Address)
WEST PALM BEACH FL. 33417

ABE FRIEDMAN

SOMERSET G 133
WEST PALM BEACH FL. 33417

FREDA WILKINS

SOMERSET G 124
CENTURY VILLAGE
WEST PALM BEACH FL. 33417

FAY MARTIN

SOMERSET G 122
CENTURY VILLAGE
WEST PALM BEACH FL. 33417

LEE FRIEDMAN

SOMERSET G 144
CENTURY VILLAGE
WEST PALM BEACH FL. 33417

ARTICLE VI
Officers

The affairs of the Association will be administered by the officers designated in the By-Laws of the Association. Said officers will be elected as provided in the By-Laws. The names and addresses of the officers who will serve until their successors are designated are as follows:

President	<u>Murray Teitel</u> (Name)	<u>Somerset G 141</u> (Address) <u>Century Village</u> <u>West Palm Beach Fl. 33417</u>
Vice President	<u>Abe Friedman</u>	<u>Somerset G 133</u> <u>Century Village</u> <u>West Palm Beach Fl. 33417</u>
Secretary	<u>EVELYN BLANKSTEIN</u>	<u>SOMERSET G-148</u> <u>Century Village</u> <u>W. PALM BEACH, FL. 33417</u>
Treasurer	<u>Freda Wilkins</u>	<u>Somerset G 124</u> <u>Century Village</u> <u>West Palm Beach Fl. 33417</u>

ARTICLE VII
Indemnification

Every Director and every officer of the Association will be indemnified by the Association against all expenses and liabilities (including legal fees) reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a Director or officer of the Association, whether or not he or she is a Director or officer of the Association at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. Provided that in the event of a settlement, this right of indemnification will only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

RECORDED & INDEXED: Legality
of Writing, Typing or Printing
unaffected by this document
when signed

ARTICLE VIII
By-Laws,

The By-Laws of the Association may be altered, amended or rescinded in the manner provided by said By-Laws.

ARTICLE IX
Amendments

Amendments to these Articles of Incorporation will be proposed and adopted in the following manner:

A. Notice of the subject matters of a proposed amendment must be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such writing is delivered to the Secretary at or prior to the meeting.

C. Proposed amendments may be passed if approved by not less than seventy-five percent (75%) of the votes of those present in person or proxy, provided a quorum is present.

D. Provided, however, that no amendment may be made that is in conflict with the Act or the Declaration of Condominium or By-Laws.

E. A copy of each amendment shall be filed with the Secretary of State, State of Florida.

ARTICLE X
Term

The term of the Association will be perpetual.

ARTICLE XI
Incorporators

The name and address of the Incorporator to these Articles of Incorporation are as follows:

MURRAY TEITEL
(Name)

c/o SOMERSET G CONDOMINIUM ASSOC. INC.
G SOMERSET - CENTURY VILLAGE
(Address)
WEST PALM BEACH FLORIDA, 33417

ARTICLE XII
Initial Registered Agent and Office

ATTACHED ON BACK PAGE
The street address of the initial registered office of this corporation is _____
West Palm Beach, Florida 33417 and the initial registered agent for the corporation shall be _____
whose address is the same as above.

IN WITNESS WHEREOF, the Incorporator to these Articles of Incorporation has hereunto affixed his/her seal this _____ day of _____, 1990.

President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Evelyn Blumenthal
Secretary

Murray Teitel Incorporator

BEFORE ME, the undersigned authority, this day personally appeared Murray Teitel and Evelyn Blumenthal as President and Secretary respectively of SOARET & Assoc. INC. CONDOMINIUM ASSOCIATION, INC. and who acknowledged before me that they have executed the foregoing Articles of Incorporation for the uses and purposes expressed therein.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day of January, 1990.

Hayk Tsurat
NOTARY PUBLIC

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 20, 1993
BONDED THRU GENERAL INS. UND.

NOT A CERTIFIED COPY

**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 607.325, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is: Somerset G Condominium Association Inc.

2. The name and address of the registered agent and office is:

Murray Teitel Somerset G Condominium Assoc. Inc

SOMERSET G (P.O. BOX NOT ACCEPTABLE)

Century Villiage West Palm Beach, Florida 33417

(CITY/STATE/ZIP)

SIGNATURE Murray Teitel
(corporate officer)

TITLE President

DATE 1/8/90

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I ACCEPT THE DUTIES AND OBLIGATIONS OF SECTION 607.325, FLORIDA STATUTES.

SIGNATURE Murray Teitel

DATE 1/8/90

**RECORDERS REMARK: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.**

**RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNGL
CLERK CIRCUIT COURT**