

Prepared By:
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**AMENDMENT TO THE DECLARATION
OF CONDOMINIUM AND BY-LAWS OF
SOMERSET G CONDOMINIUM**

As Recorded in Official Records Book 2077, page 1826
Public 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.

We hereby certify that the following Amendments to the 1999 UCO Model Documents, Master Amendment recorded in Official Record Book 11019, Page 728, Public Records of Palm Beach County, Florida, which adopts the Master Declaration and By-Laws as recorded in Official Record Book 11019, Page 755, Public Records of Palm Beach County, Florida, were approved by in excess of two-thirds (2/3) vote of the Membership at a duly called meeting on April 9, 2018 to include the following inserts to the Master Amendment and Declaration:

SEE ATTACHED EXHIBIT

Witnesses as to President and Treasurer

Destiny Brown

Destiny Brown

Print

Christina Murray

Print

Somerset G Condominium Association, Inc.

By: MaryAnn Rodriguez
MaryAnn Rodriguez, as President

By: Joe Finello
Joe Finello, as Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th of April, 2020 by MaryAnn Rodriguez, who is personally known to me or who has produced DL as identification and Joe Finello who is personally known to me or who has produced DL as identification.

(Notary Seal)



Kristin E. Tinnelly
Notary Public

Kristin E. Tinnelly
Name typed, printed or stamped

My Commission Expires: _____

Amendment to 1999 UCO Model Master Declaration of Condominium and By-Laws Century Village, West Palm Beach, Florida, as Adopted by Somerset G Condominium Association, Inc., and recorded in Official Records Book 11019, Page 755, of the Public Records of Palm Beach County, Florida.

Substantial rewording of section.

Article XI of the Declaration of Condominium "Provisions Relating to Sale or Rental or Other Alienation or Mortgaging of Condominium Units" is amended to read:

A. SALE OR RENTAL OF UNITS – Association to Have First Right of Refusal.

In the event any unit owner wishes to sell his unit, the Association shall have the option to purchase upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell 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.

Should a unit owner wish to sell 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 his Condominium parcel, deliver to the Board of Directors of the Association, a written notice containing the executed 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 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 purchasers must be approved by the Board of Directors of the Association. 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 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) object to the sale to the prospective purchaser, 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.

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 said interest pursuant thereto, to the prospective purchaser 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. 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 leasing of units to others is prohibited. A unit shall be deemed to be leased or rented when the unit is occupied by any person other than the owner(s), whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any exchange of value). 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 leases. The leasing restriction provided herein shall not apply to an institutional first mortgage holder, Somerset G Condominium Association, Inc., or the Lessor under the Long-Term Lease should they acquire title to a unit through purchase, foreclosure sale, deed in lieu of foreclosure, or otherwise.

No person may own or have any ownership interest, directly or indirectly, jointly or individually, in more than one (1) unit in the Condominium operated by the Association including, without limitation, individually, jointly or through his or her spouse, 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 ownership restriction provided herein shall not apply to an institutional first mortgage holder, Somerset G Condominium Association, Inc., or the Lessor under the Long-Term Lease should they acquire title to a unit through purchase, foreclosure sale, deed in lieu of foreclosure, or otherwise.

B. MORTGAGE AND OTHER ALIENATION OF UNITS

1. 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 Officers of the Association or Management Firm.

2. No judicial sale of a unit, nor any interest therein, shall be valid unless:

(a) The sale is to a purchaser 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.

3. Any sale or mortgage which is not authorized pursuant to the terms 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 of record simultaneously with the instrument it approved.

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

The phrase "sell", 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 of 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 in 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.

5. Every purchaser 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, Mortgaging or Other Alienation by certain Mortgagees, and the Management Firm:

(a) An Institutional First Mortgage holding a mortgage on a Condominium parcel, 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, without prior offer to the Board of Directors of the Association or management Firm, and without the prior 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 to such Institutional First Mortgagee, or the Lessor under the Long-Term Lease, or acquirer of title, as aforescribed in this paragraph.