

Prepared By:
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West Palm Beach, FL 33417

**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 JULY 16, 2023, to include the following inserts to the Master Amendment and Declaration:

SEE ATTACHED EXHIBIT

Witnesses as to President and Secretary

Jheanel Dawes
Jheanel Dawes
Print
Wally Baldwin
Wally Baldwin
Print

Somerset G Condominium Association, Inc.

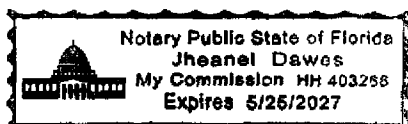
By: MaryAnn Rodriguez
MaryAnn Rodriguez, as President

By: Larry Hutchison 7/13/23
Larry Hutchison, 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 13 of JULY 2023 by MaryAnn Rodriguez, who is personally known to me or who has produced FLDL as identification and Larry Hutchison who is personally known to me or who has produced FLDL as identification.

(Notary Seal)



Notary Public

Jheanel Dawes
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, TRANSFER OR RENTAL OF UNITS – Association to Have First Right of Refusal.

Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to written notice of the transferor's intent to make the transfer with a copy of the documentation, evidencing the intended transfer, including, but not limited to a copy of the contract for sale in the case of a sale, the letters of administration issued to a deceased owners personal representative in the event of a transfer by devise, and a copy of any other documentation related to all intended occupants as the Association may reasonably require, completed on applications or forms, prescribed by the Association, a personal interview with the proposed transferees, and any other intended occupants of the unit (which may, at the board sole discretion, be conducted in person, or via real time video conferencing, internet – enabled video conferencing, or similar electronic, or telephonic communication), and such other information about the intended transfer, or occupants as the Association may reasonably require. The Association will conduct background investigations and screen all prospective purchasers and the occupants of a unit, with such screening being conducted by the Association, UCO, or a third-party screening company hired by either the Association or UCO. Such background investigations will include, but are not limited to criminal, financial, employment, previous housing, and credit background checks. No additional occupants, other than those submitted for screening at the time the notice to the Association is provided pursuant to this section will be approved for residency until the transaction has closed. All additional occupants subsequent to the initial approval process shall be subject and bound by the screening process.

Within 30 days of receipt of the last of the information required pursuant to this section, the Association must either approve or disapprove the transfer. Failure on the part of the Association to respond within said 30 day period shall constitute automatic approval for the proposed transfer. In the event, the Association approves any transfer subject to approval hereunder, the Association shall deliver to the transferor(s), or transferor(s) designee an executed certificate of approval, approving the transfer, executed by an authorized representative of the association.

In the event, the board of directors disapproves a proposed sale, unless good cause exists, as defined below, the Association must, within 30 days of receipt of the last of the information provided and required pursuant to this section, provide the owner with an executed contract from the Association, or another purchaser acceptable to the Association, which contract must provide for the purchase of the unit on the same terms as were set forth in the original proposed contract for sale, which contract must provide for a closing date within 30 days from the date it is delivered to the owner by the association. If the conveyance or transfer was a gift, divisor inheritance, unless good cause exists, as defined below, the purchase price shall be determined by an appraiser selected by and at the expense of the substitute purchaser. If the unit owner does not agree with the appraisal, the owner may select and pay for another appraisal, and the purchase price shall be the average of the two appraisals. If the Association does not respond to the application, within 30 days, as set forth above, or the substitute purchase agreement provided by the association does not close within 30 days, as set forth above, the, original transaction shall be deemed approved and the unit owner may proceed to Closing and shall be entitled to a certificate of approval as described herein.

If good cause exists for the Association to disapprove a proposed sale, conveyance, or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase, or provide a substitute purchaser for the unit. Good cause shall be defined to include the following:

(A) The applicant fails to qualify for membership in the association, including, but not limited to, those applicants, who failed to qualify for membership because of the restrictions on occupancy, or ownership, set forth in this declaration; or

(B) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony, or a misdemeanor involving violence to persons at any time, or has been convicted of any other felony within the 10 years preceding the date of application; or

(C) For transfers by sale, the person seeking approval intends to purchase the unit without paying at least 10% of the purchase price, excluding closing costs in cash, or in some form that would result in a first mortgage secured by the unit with a loan-to-value ratio in excess of 90%. The foregoing shall not apply to United States military veterans obtaining loans from the Veteran's Administration for 100% of the mortgage value; or

(D) The applicant takes possession of the unit prior to approval by the association has provided for here in; or

(E) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others, as evidenced by his conduct, at this condominium, or any other condominium or homeowners association as a tenant, guest, owner, or occupant of a unit; or

(F) The applicant fails to comply with the requirements of the association's application process or to provide any such reasonable information as association may request in regards to the request for approval.

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.

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 this section.

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, or the Association, 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 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, the Association or the Lessor under the Long-Term Lease, or acquirer of title, as aforescribed in this paragraph.

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XIII

USE AND OCCUPANCY

Proposed Amendment

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. Unless the unit is vacant, at least one permanent occupant must be age fifty-five (55) or older. Otherwise, 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) 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 two (2) persons permanently occupy a one-bedroom unit and no more than four (4) persons may permanently occupy a two-bedroom unit.

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 for the keeping of said pets, 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 Board of Directors of the Association.

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.

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