

 David H Frankel
My Commission CC829830
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1999 UCO Model Documents

Exhibit to Amendment to the Declaration and By-Laws for Somerset H Condominium

Those portions of the Declaration and By-Laws which are listed below constitute changes and deviations from the 1999 UCO Model Documents passed by the membership with the Model Documents:

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

...

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.

...

6. Special Provisions re Sale, Leasing, Mortgaging, or Other Alienation by certain Mortgagees and Developer, and the Management Firm:

(a) An Institutional First Mortgage holding a mortgage on a Condominium parcel, or the Management Firm, 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, may not sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or mortgage said parcel, or occupy said parcel, without the prior written approval of the Board of Directors or Management Firm. The provisions of Section A. and B, No. 1-5, of this Article XI, shall apply to such Institutional First Mortgagee, or the Management Firm, or the Lessor under the Long-Term Lease, or acquirer of title, as afore described in this paragraph.

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

A. Sale or Rental of Units No one, whether individual, family or corporate entity, shall be permitted to purchase or own more than two (2) units in the condominium association. However, this amendment shall not affect any multiple ownership of units vested prior to date hereof.

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

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.

Article XIII of the Declaration "Use and Occupancy" is amended to read:

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 units 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) years to occupy units within the condominium 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.