



Somerset I Condominium Assn, Inc
 171 Somerset I, CV
 WPB, FL 33417

01/23/2002 14:10:22 20020040001
 OR BK 13337 PG 0006
 Palm Beach County, Florida

AMENDMENT TO THE DECLARATION
 OF CONDOMINIUM AND BY-LAWS OF
 SOMERSET I CONDOMINIUM

As Recorded in Official Records Book 2088, Page 1519
 Public Records of Palm Beach County, Florida

As used herein (unless substantially reworded) the following shall apply.

- A. Words in the text that 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.

- 1. ARTICLE VII of the DECLARATION entitled METHOD OF AMENDMENT DECLARATION found at ORB 11019 Pg 760 is amended as follows:

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium called in accordance with the By-Laws, by an affirmative vote of Voting Members casting not less than ~~two-thirds (2/3)~~ Fifty-One (51%) Percent of the unit owners (Nine (9) in number) of those present in person or proxy provided a quorum is present.

- 2. ARTICLE I OF THE DECLARATION entitled SUBMISSION STATEMENT, Definitions, Paragraph letter V, found at ORB 11019 Pg 758 is amended and a new Paragraph lettered W is added.

- V. Management firm means and refers to any firm being licensed under Part VIII, Ch.468 F.S. ~~or The United Civic Organization, Inc. (hereinafter "UCO")~~ (.....) ~~UCO as such can be considered by the Association as a Management Firm.~~
- W. Service companies, such as, but not limited to Seacrest Services, Inc., which perform certain services for the Condominium by contract or other agreement, regardless of whether the company is licensed by the State of Florida as a management company, is not the Somerset I Condominium's Management Firm. All powers of Management are vested in the Board of Directors, who have the power to sign a Management Agreement with a Management Firm, subject to the vote of the unit owners in accordance with the By-Laws.

3. ARTICLE VI of the DECLARATION entitled COMMON EXPENSE AND COMMON SURPLUS, the second unnumbered paragraph found at ORB 11019 pg 760 is amended as follows:

Common expense shall also include reasonable transportation expenses, (....) security services, and reasonable dues and fees to such civic associations, such as, but not limited to United Civic Organization (UCO) and Somerset Association, and reasonable ambulance contract services, which are reasonably related to (....) the Condominium.

4. ARTICLE XI of the DECLARATION entitled PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS, Paragraph A, the first unnumbered subparagraph found at ORB 11019 pg 763 and completed at ORB 11019 pg 764, is amended by adding at the end of the subparagraph the following:

The unit owners may rent their unit only once during their tenure of ownership for a period not to exceed ONE (1) YEAR. However, to meet special circumstances and to avoid undue hardship or to avoid practical difficulties, the Board of Directors may grant the right to unit owner to lease or extend the lease.

5. ARTICLE XIII of the DECLARATION entitled USE AND OCCUPANCY the first unnumbered paragraph found at ORB pg 773 and ending at ORB 11019 pg 774 and amended three times at ORB 11221 pg 621 is amended to read as follows:

The owners of a unit shall occupy and use his/her apartment as a single family private dwelling for him/herself and the adult members of his/her family and his/her social guests whole s/he is residing there and for no other purpose. Only the owner's adult children and family of the owners may occupy the unit in the owner's absence, with prior notice to and approval of the Board of Directors. The Directors have the authority to limit the length of the visit at the time of original approval or after the visit has commenced. Furthermore, unless the apartment is vacant, one of the permanent occupants must be age fifty-five (55) or older. In order to maintain the status of the Condominium as a residence for SENIORS the number of residents under the age of fifty-five (55) of age will be kept within federal and Florida rules and regulations. Adult children of an owner under the age of fifty-five (55) years and children under the age of fifteen years will be permitted to visit and temporarily reside for reasonable period of time.

WE HEREBY CERTIFY that the attached amendments to the DECLARATION of CONDOMINIUM of SOMERSET I, namely, ARTICLES VII, I, VI, XI and XIII were approved by in excess of Two-Thirds vote of the membership present in person or represented by proxy at a duly called meeting on January 13, 2002 wherein there was a quorum present

SOMERSET I CONDOMINIUM ASSOCIATION, INC.

By: Morris Krapes, President

Attest: IDA Waranoff Secretary

STATE OF FLORIDA;
COUNTY OF PALM BEACH;

BEFORE ME, the undersigned authority, this 17th day of January, 2002, personally appeared MORRIS KRAPES and IDA WARANOFF to me known to be the President and Secretary, respectively of the SOMERSET I Condominium Assn, Inc. 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, that said instrument is the free act and deed of the ASSOCIATION.

[Signature]

Notary Public

My Commission Expires: 5-3-3

