

This instrument was prepared by:
Mark D. Friedman, Esq.
Becker & Poliakoff, P.A.
625 North Flagler Drive - 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
SOMERSET L CONDOMINIUM**

WHEREAS, the **Declaration of Condominium for Somerset L Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2077** at Page **1873**; and

WHEREAS, the 1999 UCO Model Documents Century Village, West Palm Beach for Somerset L Condominium have been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 11019 at Page 755; and

WHEREAS, at a duly called and noticed meeting of the membership of **Somerset L Condominium Association, Inc.**, a Florida not-for-profit corporation, held **January 28, 2015**, the aforementioned Amended Declaration of Condominium was amended pursuant to the provisions of said Amended Declaration of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Amended Declaration of Condominium is a true and correct copy of the amendment as amended by the membership.

SEE ATTACHED

* * * * *

WITNESS my signature hereto this 16 day of March, 2015, at West Palm Beach, Palm Beach County, Florida.

Somerset L Condominium Association, Inc.

Natalie Hauptman
Witness
Natalie Hauptman
(PRINT NAME)

By: Dan Byler
Dan Byler, President

ACTIVE: 6801945_1

NOTARY PUBLIC
EDITH LEVINE
MY COMMISSION # FF 003944
EXPIRES: June 9, 2017
Bonded Thru Budget Notary Services
NOTARY STAMP

[Signature]
Witness
MICHAEL ROSEBER
(PRINT NAME)

Attest Maria Westaway
Maria Westaway, Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 16 day of March 2015, by Dan Byler and Maria Westaway, as President and Secretary, respectively, of Somerset L Condominium Association, inc., a Florida not-for-profit corporation, on behalf of the corporation. They are ~~personally known to me~~, or have produced C.V. IDs as identification and did take an oath.

[Signature] (Signature)
EDITH LEVINE
MY COMMISSION # FF 003944
EXPIRES: June 9, 2017 (Print Name)
Notary Public, State of Florida at Large

AMENDMENTS TO THE
AMENDED DECLARATION OF CONDOMINIUM OF
SOMERSET "L" CONDOMINIUM

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

ARTICLE XI

PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR
MORTGAGING OF CONDOMINIUM UNITS

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

* * *

The sub-leasing or sub-renting of a unit owner's interest shall be prohibited. The Association or Management Firm, shall have the right to require that a substantially uniform form of Lease be used, or in the alternative, the Board of Directors' approval of the 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 must designate the occupants of the unit as it desires, and for such period of time as it desires, in compliance with the provisions of this Article XI. Additionally, no Condominium unit Owner acquiring title after the effective date of this amendment may lease his or her Condominium unit for a period of one (1) year from the date title is acquired. This one (1) year period shall run from the date of recording of any instrument transferring any ownership interest in title to the Condominium unit, except for transfers to add members of the Condominium unit owner's immediate family as titleholders with the Condominium unit owner or to a trust where such transfers were undertaken for the purpose of estate planning. This restriction shall not apply to Condominium units acquired by the Association while the Condominium units are owned by the Association. If at the time of transfer of any interest in title a Condominium unit is already leased pursuant to a lease agreement entered into by the previous owner, the aforementioned one (1) year period during which the Condominium unit may not be leased shall commence at the expiration of the current term of the existing lease which may not be renewed or extended.

B. MORTGAGE AND OTHER ALIENATION OF UNITS

* * *

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.) No person or permitted entity (other than the Association or a Mortgagee taking title by

foreclosure or deed in lieu of foreclosure) may own or have any ownership interest, directly or indirectly, jointly or individually, in more than two (2) units in the condominium operated by the Association including, without limitation, individually, jointly or through his or her spouse or domestic partner, 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 phrase "sell, rent, or lease", 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 or 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 to 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.