

1999 UCO Model Documents

Exhibit to Amendment to the Declaration and By-Laws for Windsor Q 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 IV of the Bylaws, "Directors" is hereby amended to read:

Section 1. Non-Resident May Not be a Director. Notwithstanding any other provision contained in these Bylaws, as amended, or in the Declaration of Condominium, as amended, no member of this Association who is not a resident within a unit contained in this Association may be elected or appointed to the Board of Directors. No renter may be a Director of this Association.

Article V of the Bylaws, "Officers" is hereby amended to read:

Section 1. Non-Resident May Not be an Officer. Notwithstanding any other provision contained in these By-laws, as amended, or in the Declaration of Condominium, as amended, no member of this Association who is not a resident within a unit contained in this Association may be elected or appointed as an officer. No renter may be an officer of this Association.

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

Provided, however, each owner shall use such apartment as a private dwelling for himself or herself and his or her immediate family, and for no other purpose including business purposes. Therefore, the leasing of apartments to others as a regular practice for business, speculative, investment, or other similar purposes is not permitted. To meet special situations and to avoid undue hardship or practical difficulties the Board of Directors may grant permission to an owner to lease his or her apartment one time to a specified lessee for a period of not less than four consecutive months.

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 - Association to Have First Right of Refusal.

...
Provided, however, each owner shall use such apartment as a private dwelling for himself or herself and his or her immediate family, and for no other purpose including business purposes. Therefore, the leasing of apartments to others as a regular practice, for business, speculative, investment, or other similar purposes is not permitted. To meet special situations and to avoid undue hardship or practical difficulties the Board of Directors may grant permission to an owner to lease his or her apartment one time during the ownership of the apartment to a specified lessee.

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 lease.

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

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 while he is residing, and for no

other purpose. Only the owner's adult children may occupy the unit in the owners absence, with prior approval of the Board of Directors.

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

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, who may visit for a maximum of 30 days per year, and for no other purpose.

Article VII of the Declaration "METHOD of AMENDMENT DECLARATION" is amended to read:

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than fifty-one per cent (51%) of those present in person or proxy provided a quorum is present.

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 one (1) unit 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:

...

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 VI of the Declaration "COMMON EXPENSE AND COMMON SURPLUS" is amended to read:

Common expenses shall also include reasonable transportation, cable TV, and ambulance services, which are reasonably related to the general benefit of the unit owners even when such services and expenses are not attached to or part of the common elements of the Condominium.