

Prepared by and Return To:
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**CERTIFICATE OF AMENDMENT TO THE BERKSHIRE J CONDOMINIUM
ASSOCIATION OF CENTURY GARDENS CONDOMINIUM APARTMENTS
AT CENTURY VILLAGE DECLARATION OF CONDOMINIUM,
BYLAWS FOR THE BERKSHIRE J CONDOMINIUM ASSOCIATION, INC.
AND ARTICLES OF INCORPORATION FOR THE BERKSHIRE J
CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the **Berkshire J Condominium Association of Century Gardens Condominium Apartments at Century Village Declaration of Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida (the "Public Records"), in Official Record Book 2035 at Page 1893, as thereafter amended from time to time; and

WHEREAS, the Bylaws of the Berkshire J Condominium Association, Inc., as thereafter amended from time to time, are attached as an Exhibit thereto; and

WHEREAS, the Articles of Incorporation for the Berkshire J Condominium Association, Inc., as thereafter amended from time to time, are attached as an Exhibit thereto; and

WHEREAS, at a duly noticed meeting of the membership held on 3-24-2020, the required membership approval and Board of Directors approval was obtained for the Amendment to the Declaration, Bylaws and Articles of Incorporation; and

WHEREAS, pursuant to the Declaration and Bylaws, the Declaration and Bylaws may not be amended without the written approval of the Lessor under the Long-Term Lease, which said approval has been obtained and is attached hereto; and

WHEREAS, any and all prior Amendments to the Declaration or Bylaws were not duly approved by the Lessor under the Long-Term Lease and shall no longer be in force or effect; and

WHEREAS, in the event that any word(s) were left out, misspelled or altered in the re-typing of the original document portion of this Amendment, the original version of the document shall control; and

WHEREAS, any Exhibits referenced in this Amended are attached to the Declaration as originally recorded and are not being re-attached or re-recorded but shall be incorporated herein by reference only as if same were attached hereto; and

WHEREAS, this Certificate of Amendment and Amendment to the Declaration shall be filed in the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the Declaration, Bylaws and Articles of Incorporation shall be amended in the particulars as stated in the Amendment to the Declaration attached hereto; this Amendment shall run with the real property known as Berkshire J at Century Village and shall be binding on all parties

having any right, title, or interest in the said real property or any part thereof, their heirs, successors, assigns, tenants, guest and visitors, and except as otherwise amended hereby, shall remain unchanged in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENT

I HEREBY CERTIFY that the Amendment attached to this Certificate has been approved by the Lessor and by the vote(s) required by the Declarations, Bylaws and Articles of Incorporation for Berkshire J Condominium Association, Inc.

IN WITNESS WHEREOF, the undersigned President and Treasurer have executed this Certificate of Amendment this 6 day of April, 2020.

**THE BERKSHIRE J CONDOMINIUM
ASSOCIATION AT CENTURY VILLAGE,
INC.**

[Signature]
Witness

By: Nick B. Walden
President

Renee Aronson
PRINT NAME

Attest: Harvey Bloom
Treasurer

[Signature]
Witness
SANDRA ALICASTRO
PRINT NAME

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6 day of April, 2020, by Nick Walden and Harvey Bloom, as President and Treasurer, respectively, of The Berkshire J Condominium Association, Inc., a Florida non-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced FC Driver's License as identification and did take an oath.

[Signature]
(Signature)

SANDRA ALICASTRO
(Print Name)

Notary Public, State of Florida at Large



SANDRA ALICASTRO
Commission # GG 963078
Expires May 27, 2024
Bonded thru Budget Notary Services

**AMENDMENT TO THE BERKSHIRE J CONDOMINIUM ASSOCIATION OF CENTURY
GARDENS CONDOMINIUM APARTMENTS AT CENTURY VILLAGE DECLARATION
OF CONDOMINIUM**

As used herein the following shall apply:

- A. Words underlined denote additions to the present text.**
- B. Words ~~stricken~~ denote deletions from the present text.**
- C. Words underlined in original area are shown in bold font in the present text.**

**I
SUBMISSION STATEMENT**

The undersigned being the owner of the record of the fee simple title to the real property, situate, lying and being in Palm Beach County, Florida, as more particularly described and set forth as the Condominium property in the Survey Exhibits attached hereto as Exhibit No. 1, which are made a part hereof as though fully set forth herein, (together with equipment, furnishings and fixtures therein contained, not personally owned by unit owners) hereby states and declares that said realty, together with improvements thereon, is submitted to Condominium ownership, pursuant to the Condominium Act of the State of Florida, F, S, ~~744~~ 718 Et Seq. (hereinafter referred to as the "Condominium Act"), and the provisions of said Act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration of Condominium.

Definitions: As used in this Declaration of Condominium and By-Laws and Exhibits attached hereto, and all Amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

A. Declaration or Declaration of Condominium or Enabling Declaration, means this instrument, as it may be from time to time amended.

B. Association means The Berkshire J Condominium Association, Inc., a Florida Corporation not for profit, its successors, assigns and legal representatives ~~an unincorporated Association whose name appears at the end of this Declaration of Condominium~~ being the entity responsible for the operation of the Condominium.

C. By-Laws, means the By-Laws of Association specified above, as they exist from time to time.

D. Common Elements, means the portions of the Condominium property not included in the Units.

E. Limited Common Elements means and includes those common elements which are reserved for the use of certain unit or units to the exclusion of all other units.

F. **Condominium**, means that form of ownership of Condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof, an undivided share in the common elements.

G. **Condominium Act**, means and refers to the Condominium Act of the State of Florida (F. S. 711 718 Et. Seq.), as the same may be amended from time to time.

H. **Common Expenses** means the expenses for which the unit owners are liable to the Association.

I. **Common Surplus** means the excess of all receipts of the Association from this Condominium, including but not limited to assessments, rents, profits, and revenues on account of the common elements, over and above the amount of common expenses of this Condominium.

J. **Condominium Property** means and includes the land in a Condominium, whether or not contiguous, and all the improvements thereof, and all easements and rights thereto, intended for use in connection with the condominium. Condominium Property shall not include the recreational area. The recreational area shall remain in the complete care and control and under the supervision of the Lessor under the Long-Term Lease.

K. **Assessment** means a share of the funds required for the payment of common expenses which, from time to time, is assessed against the unit owner.

L. **Condominium Parcel or Parcel** means a unit, together with the undivided share in the common elements, which is appurtenant to the unit.

M. **Condominium Unit**, or **Unit**, means a part of the Condominium property which is to be subject to private ownership.

N. **Unit Owner**, or **Owner of Unit** or **Parcel Owner**, means the owner of a Condominium parcel.

O. **Developer** means CENTURY VILLAGE, INC., a Florida Corporation, its successor or assigns.

P. **Institutional Mortgagee** means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund, authorized to do business in the State of Florida, or an Agency of the United States Government. The mortgage may be placed through a Mortgage or Title Company.

Q. **Occupant** means the person or persons, other than the unit owner in possession of a Unit. Occupy shall mean and refer to the act of being physically present in a unit for two (2) or more consecutive days, including staying overnight. A Permanent Occupant means a person who is occupying a unit other than as a Guest or for a vacation.

R. **Condominium Documents** means this Declaration, the By-Laws and all Exhibits annexed thereto; the Declaration of Condominium and all exhibits thereto, including the By-Laws, as originally recorded; and, the Articles of Incorporation, as the same may be amended from time to time.

S. Unless the context otherwise requires, all other terms used in the Declaration shall be assumed to have the meaning attributed to said term by Section 3 718.103 of the Condominium Act.

T. Long-Term Lease and Century Village Club Recreational Facilities Lease means and refers to the interest of the Association in and to the recreational area and facilities described in and pursuant to the Long-Term Lease which is attached to the Declaration and made a part hereof. Likewise, the term “recreational area” and/or “facilities”, and “Century Village Club recreational area and/or facilities” means the same as the foregoing. Lessor means the Lessor under the Long-Term Lease.

~~U. **Management Agreement**, means and refers to that certain Agreement attached to this Declaration and made a part hereof, which provides for the management of the Condominium property.~~

~~V. **Management Firm** means and refers to VILLAGE MANAGEMENT, INC., a Florida Corporation, its successors and assigns, said Firm being responsible for the management of the Condominium property as provided in the Agreement attached to this Declaration and referred to in Paragraph U, above.~~

U. **Articles** means the Articles of Incorporation of the Berkshire J Condominium Association, Inc. as amended from time to time.

V. **Association Rules and Regulations** means those Rules and Regulations promulgated from time to time by the Board of Directors, governing the use of the Association Properties, including the units, and the operation of the Association but shall not govern the use of the Recreational Areas under the Long-Term Lease.

W. **Board of Directors or Board** means the representative body which is responsible for the administration of the Association’s affairs, and shall have the same meaning as “Board of Administration” in the Condominium Act.

X. **County** means the County of Palm Beach, Florida.

Y. **Fixtures** means those items of tangible personal property which by being physically annexed or constructively affixed to the unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

Z. **Guest** means any person who is not a member of the family occupying a unit, and who is physically present in, or occupies the unit at the invitation of the owner or other legally permitted Occupant, without requirement to contribute money, perform any service or provide any other consideration to the owner or Tenant in connection with occupancy of the unit. A permanent Occupant of a unit shall not be considered a Guest. Furthermore, an owner of a unit shall never be considered a Guest in the unit he owns, unless the owner is visiting his Tenant in the unit.

AA. **Member or Member of the Association** means a record owner of a unit.

BB. **Voting Interest** means and refers to the arrangement established in the Condominium Documents by which the owners of each unit collectively are entitled to vote(s) in Association matters.

II NAME

The name by which this Condominium is to be identified is Berkshire J as specified in Exhibit “A” to this Declaration.

III IDENTIFICATION OF UNITS

The Condominium property consists of all units in the apartment building, and other improvements, as set forth in Exhibit No. 1 attached hereto, and for the purpose of identification, all units in the building located on said Condominium property are given identifying numbers and delineated on the Survey Exhibits, collectively identified as Exhibit No. 1, attached hereto and made part of this Declaration. No unit bears the same identifying number as does any other unit. The aforesaid identifying number as to the unit is also the identifying number as to the parcel. The said Exhibit No. 1 also contains a survey of the land, graphic description of the improvements in which the units are located, and plot plan and, together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the common elements and of each unit, as evidenced by the Certificate of the Registered Land Surveyor hereto attached. The legend and notes contained within said Exhibit are incorporated herein and made a part hereof by reference.

The aforesaid building was constructed substantially in accordance with the Plans and Specifications and any modifications thereof, on file with the Building and Zoning Department of Palm Beach County, Florida.

IV OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the Condominium shall own an undivided interest in the common elements and limited common elements, and the undivided interest, stated as percentages, of such ownership in the said common elements and limited common elements, is set forth on Exhibit “A” which is annexed to this Declaration and made a part hereof.

The fee title to each Condominium parcel shall include both the Condominium unit and the above respective undivided interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective Condominium unit. Any attempt to separate the fee title to a Condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void. The term “common elements”, when used throughout this Declaration, shall mean both common elements and limited common elements, unless the context otherwise specifically requires.

V VOTING RIGHTS

There shall be one person, with respect to each unit ownership who shall be entitled to vote at any meeting of the unit owners – such person shall be known (and is hereafter referred to) as a Voting Member. If a unit is owned by more than one person, the owners of said unit shall designate one of them as the Voting Member, or in the case of a Corporate unit owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by, and subject to, the provisions and restrictions set forth in the By-Laws of the Association. The total number

of votes shall be equal to the total number of units in the Condominium, and each Condominium unit shall have no more and no less than one equal vote in the Association. If one individual owns two Condominium parcels, he shall have two votes. The vote of a Condominium unit is not divisible.

VI COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Condominium, including the obligation of each unit owner under the Long-Term Lease and Management Agreement attached to this Declaration, shall be shared by the unit owners as specified and set forth in "Exhibit A". The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium parcels, their location, or the building square footage included in each Condominium unit.

Any Common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the common elements – any common surplus being the excess of all receipts of the Association, from this Condominium, including but not limited to assessments, rents, profits and revenues on account of the common elements of this Condominium, over the amount of the common expenses of this Condominium.

VII METHOD OF AMENDMENT OF DECLARATION

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 ~~three-fourths (3/4ths)~~ two-thirds (2/3) of the total vote of the members of the Association.

All Amendments shall be recorded and certified, as required by the Condominium Act. No Amendment shall change any Condominium parcel, nor a Condominium unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof, and all the record owners of mortgages, or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages, or change the provisions of this Declaration with respect to Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record, nor shall the provisions of Article XII of this Declaration be changed without the written approval of all Institutional Mortgagees of record.

Notwithstanding the foregoing, this Declaration may not be amended without the written approval of the Lessor under the Long-Term Lease, which said approval shall not be unreasonably withheld. ~~No Amendment shall change the rights and privileges of the Developer without the Developer's written approval.~~

Notwithstanding the foregoing three paragraphs, the Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units, as long as the Developer owns the units so altered; however, no such change shall increase the number of units nor alter the boundaries of the common elements, except the party wall between any condominium units, without Amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by an Amendment of this Declaration with a survey attached reflecting such authorized alteration of units, and said Amendment need only be executed and acknowledged by the Developer and any holders of

Institutional Mortgages encumbering the said altered units. The Survey shall be certified in the manner required by the Condominium Act. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned, together with apportioning common expenses and common surplus of the units concerned, and such shares of common elements, common expenses and common surplus shall be duly noted in the Amendment of the Declaration. The rent under the Long-Term lease shall be apportioned by the Developer, with the Lessor's written approval, and same shall be reflected in the Amendment to Declaration.

VIII BY-LAWS

The operation of the Condominium property shall be governed by the By-Laws of the Association, which are set forth in a document annexed to this Declaration marked "Exhibit No. 2", and made a part hereof.

No modification of or Amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no Amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium parcel(s), or which would change the provisions of the By-Laws with respect to Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record. The By-Laws may not be amended without the written approval of the Lessor under the Long-Term Lease, as required for amendment of this Declaration, as provided in Article VII hereinabove.

IX THE OPERATING ENTITY

The operating entity of the Condominium shall be the Berkshire J Condominium Association, Inc., a Florida Corporation not for profit, an unincorporated Association, pursuant to F. S. 711.12 Et Seq., which shall be organized and fulfill its functions pursuant to the following provisions.

A. The name of the Association shall be as specified at the end of this Declaration is the Berkshire J Condominium Association, Inc.

B. The said Association shall have all of the powers and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, The Articles of Incorporation and the By-Laws of the Association, and all of the powers and duties necessary to operate the Condominium, as set forth in this Declaration, Articles of Incorporation and the By-Laws, as they may be amended from time to time.

C. The members of the Association shall consist of all of the record owners of Condominium parcels in this Condominium, and their voting rights shall be as provided in Article V, hereinabove and in the By-Laws of the Association attached hereto. Change of membership in the Association and designation of Voting Member shall be as provided in the By-Laws of the Association attached hereto.

D. The affairs of the Association shall be directed by the Board of Directors in the number and designated in the manner provided in the By-Laws of the Association.

E. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his unit.

F. ~~The following person, who is a resident of the State of Florida, is designated as the Agent to receive service of process upon the Association: J.A. Pliseo, Flagler Court Bldg. West Palm Beach, Florida 33402.~~

Every owner of a Condominium parcel, whether he has acquired his ownership by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws of the Association, the provisions of this Declaration, the Articles of Incorporation of the Association, the Association Rules and Regulations, all as may be amended from time to time and the Long-Term Lease. and the Management Agreement.

Association Rules and Regulations. All unit owners and other persons shall use the Condominium property in accordance with the Association Rules and Regulations promulgated by the Association.

Limitation on Liability: Notwithstanding anything contained herein or in the Declaration, By-Laws, Articles of Incorporation or Association Rules and Regulations, the Condominium Association, except to the extent specifically provided to the contrary herein, shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety, or welfare of any owner, occupant, or user of any portion of the Condominium property including, without limitation, owners and their guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

i. It is the express intent of the Condominium Documents that the various provisions thereof which are enforceable by the Condominium Association and which govern or regulate the uses of the Condominium property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof.

ii. The Condominium Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, County, and/or any other jurisdiction or the prevention of tortious activities; and

iii. The provisions of the Declaration, By-Laws and Articles of Incorporation setting forth the uses of assessments which relate to health, safety, and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Condominium Association to protect or further the health, safety or welfare of any person(s) even if assessment funds are chosen to be used for any such reason.

Each owner (by virtue of his acceptance of title to his unit) and each other person having an interest in or lien upon, or making use of, any portion of the Condominium property (by virtue of accepting such interest or lien or making such use) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Condominium Association arising from or connected with any matter for which the liability of the Condominium Association has been disclaimed hereby. As used herein, "Condominium Association" shall include within its meaning all of Condominium Association's Directors, Officers, Committee and Board Members, employees, agents, contractors (including management companies), subcontractors, successors, and assigns.

Purchase, Conveyance Leasing and Mortgaging of Real Property. The Association shall be permitted to acquire title to real property (exclusive of units in the Condominium) and convey same

upon the prior vote of a majority of the entire voting interests of the owners. The Association shall be permitted to lease real property with the approval of the Board of Directors, who may delegate their approval authority to the President or any designated Officer for this purpose.

Purchase and Mortgage of Units by Association. The Association shall be permitted to purchase units at foreclosure or other judicial sales, in the name of the Association or its designee as well as to sell, lease, mortgage, or otherwise deal with units acquired by, and subleasing units leased by, the Association or its designee. The Association shall also have the power to borrow money with the following limitations: The Association shall have the right to borrow money, upon the approval by the Board of Directors alone, up to an amount which is less than twenty-five thousand dollars (\$25,000). However, if the amount of same shall exceed twenty-five thousand dollars (\$25,000), then the loan may not be made unless ratified by not less than a majority of the voting interests of the Membership of the Association present, in person or by proxy, at a meeting of the Association at which a quorum is present.

X ASSESSMENTS

~~The Association whose name appears at the end of this instrument, through its Board of Directors, has delegated to the Management Firm the power of the said Association to shall fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium property, and such other sums as are specifically provided for in this Declaration and the By-Laws, and Exhibits attached hereto. for such period of time as provided in the Management Agreement, and thereafter, the said Association, through its Board of Directors, shall have such powers.~~ The portion of the common expenses under the Long-Term Lease shall be fixed and determined by the Lessor, as provided under said Long-Term Lease. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association and this Declaration and Exhibits attached thereto. The Association may also levy Charges against individual unit(s) and owner(s) for any amounts, other than for common expenses, which are properly chargeable against such unit and owner under the Condominium Documents. Each owner (collectively) and each unit shall be liable for that share of the common expenses equal to each owners' share of ownership of the Common Elements. However, cable television charges shall be shared equally if and to the extent that the Condominium Act, as amended from time to time, requires so.

The common expenses shall be assessed against each Condominium parcel owner, as provided for in Article VI of this Declaration. Assessments and installments that are unpaid for over ten (10) days after due date, shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Management Firm and/or the Board of Directors, a late charge of \$25.00 shall be due and payable in addition thereto. Common expenses include all expenses of the operation, maintenance, repair, replacement, protection or insurance of the Condominium property, the expenses of operating the Association, fines or taxes levied by governmental authority, and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts and any payments due under the Long Term Lease which may have been advanced by the Association on behalf of any unit owner. Common expenses shall include the cost of bulk rate basic cable television and other telecommunication services as approved by the Board and exterminating in the exterior and interior of the individual units and the Condominium property. Common expenses shall also include entertainment, social and recreational activities for the benefit of the Association members; provided, however, that in order for the Association to expend in excess of that budgeted for the year, the Board of Directors must obtain the approval of not less than two-thirds (2/3) of the voting interests of those members present and voting

in person and by proxy at a members' meeting in which a quorum is present. Assessments that are unpaid for over ten (10) days after due date, shall bear interest at the greater of eighteen percent (18%) or the highest rate allowed by law on open accounts at the particular time, per annum from due date until paid; and shall result in the imposition of a late fee equal to the maximum amount permitted by the Condominium Act from time to time. (Currently, the maximum is the greater of \$25.00 or five (5%) percent of the Assessments).

The cost of maintaining and operating the canals, lakes and drainage system, including dams and water control devices serving the entire Century Village, West Palm Beach development ("System"), even if certain elements of said System are located off-site and not located within Century Village, West Palm Beach. United Civic Organization, Inc. ("UCO") is expressly authorized as agent of Association, in conjunction with similar authorization from other Condominium Associations in Century Village, West Palm Beach, to undertake the responsibility for maintenance of system, and the expense therefore shall be paid proportionally by the Association with other Condominium Associations of Century Village, West Palm Beach to UCO.

If any taxing authority levies or assesses any Tax or Special Assessment against the Condominium property as a whole, and not the individual units, the same shall be paid as a common expense by the Association and assessed to the unit owners.

No owner has the right to claim, assign, or transfer any interest therein except as an appurtenance to his unit. No owner has the right to withdraw or receive distribution of his share of the Common Surplus, except as otherwise provided in the Condominium Documents or by law.

~~The Association and the Management Firm as long as the Management Agreement remains in effect, shall have a lien on each Condominium parcel for unpaid assessments together with interest thereon, and late fees as long as not prohibited by the Condominium Act at the particular time, against the unit owner of such Condominium parcel, together with a lien on all tangible personal property located within said unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees and paralegals' fees incurred by the Association and Management Firm incident to the collection of such assessment or the enforcement of such lien, together with all sums advanced and paid by the Association or the Management Firm for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association or Management Firm, in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a unit owner in payment of his obligation under the Long-Term Lease. and Management Agreement. The Management Firm, as long as the Management Agreement remains in effect, and the Board of Directors, may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same, if deemed in their best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Management Firm, as long as the Management Agreement remains in effect, and the Association, shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the Condominium parcel, and the Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.~~

~~Where the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a Condominium unit, obtains title to a Condominium parcel as a result of foreclosure of the Institutional~~

~~First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of common expenses or assessment by the Management Firm or the Association pertaining to such Condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses, collectable from all of the unit owners, including such acquirer, his successors and assigns.~~

The owner of each unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner and any sums due under the Long Term Lease including any which may have been advanced by the Association. Excluding the Lessor under the Long-Term Lease, multiple owners are jointly and severally liable. Whenever title to a unit is transferred for any reason, excluding the transfer of a unit to the Lessor under the Long-Term Lease, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. Nothing in this Article shall be deemed to reduce, forgive or abate any assessments or installments due to the Association from an owner at the time of his death, nor the assessments attributable to the unit coming due after the owner's death, all of which shall be fully due and payable as if the owner had not died.

~~Any person who acquires an interest in a unit, except through foreclosure of an Institutional First Mortgage of record, as specifically provided in the Paragraph immediately preceding, including without limitation, persons acquiring title by operation of law, including purchases at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owners have been paid. The Management Firm, as long as the Management Agreement remains in effect and, thereafter, the Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any unit owner or group of unit owners, or to any third party. Excluding the Lessor under the Long-Term Lease, the liability and priority of mortgagees and other lienholders and successors in title to units as a result of a mortgage or lien foreclosure shall be as provided in the Condominium Act, except that all fines, and other sums owed under the account shall additionally be counted as "assessments" and subject to payment by purchasers at judicial auction. Notwithstanding the foregoing, the term "purchasers" in the proceeding sentences shall not be deemed to include the Lessor under the Long-Term Lease.~~

Condominium Unit Leases. Any Condominium lease of a unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

Charges.

A. Defined. Each unit and owner shall be liable for Charges levied by the Association against the unit and owner, with the due date as per invoice from the Association. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an owner; damages; and any other sums other than assessments which are referred to as Charges in the Condominium Documents. Charges for necessary repairs which, after statutory notice to the owner, are unrepaired, shall be counted as assessments and subject to lien and foreclosure.

B. Who is Liable for Charges. The owner of each unit, regardless of how title was acquired, is liable for all Charges coming due while he is the owner, and for Charges due for prior owners.

Multiple owners are jointly and severally liable. Notwithstanding the foregoing, the Lessor under the Long Term Lease shall not be liable for Charges due for prior owners.

C. Application of Payments; Failure to Pay; Late Fees; Interest. Charges paid on or before the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid; and shall result in the imposition of a late fee equal to the greater of \$25.00 or five (5%) percent of the late payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the owner shall be considered not to have made payment.

D. Collection of a Charge. The Association may bring an action to recover a money judgment or a foreclosure for the unpaid Charges and shall be entitled to recover interest, late fees, and all costs of collection, including Court costs and paralegal and attorneys' fees. This subsection is not intended to interfere with or alter in any way the entitlement of costs of collection, including Court costs, attorneys' fees and paralegal fees, as same are set forth in the Long-Term Lease. Accordingly, notwithstanding the language of subparagraph D herein, in any suit between the Association and the Lessor, the entitlement to costs of collection, including Court costs and paralegal and attorneys' fees shall be exclusively determined pursuant to the terms of the Long-Term Lease.

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

In the event any unit owner wishes to sell, rent or lease his unit, the Association shall have the option to purchase, rent or lease said unit, upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, rent or lease said unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee. When a unit is leased, a tenant shall have all use rights in the Condominium property otherwise readily available for use generally by owners, and the owners shall not have such rights except as a Guest. The Board of Directors of the Association shall have the right to adopt Association Rules and Regulations to prohibit dual usage by an owner and a tenant of the Condominium property otherwise readily available for use generally by owners. It shall be the responsibility of the transferor of a unit to transfer to transferee all the Condominium Documents originally provided to said transferor.

Should a unit owner wish to sell, lease or rent his Condominium parcel (which means the unit, together with the undivided share of the common elements appurtenant thereto), he shall, ~~before accepting any offer to purchase, sell or lease, or rent, his Condominium parcel,~~ deliver to the Board of Directors of the Association, a written notice containing the terms of the offer he has received or which he wishes to accept, a copy of the Lease or Sales Contract, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, two Bank references and three individual references – local, if possible, and such other information (to be requested within five days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association, is authorized to waive any or all of the references aforementioned. The Board of Directors may obtain a criminal background check and credit check on prospective purchasers, tenants and occupants and has the power to promulgate new rules and regulations regarding screening

standards from time to time. All applications will require that proof of age of each applicant be included.

The Board of Directors of the Association, within ~~ten (10)~~ thirty (30) days after receiving such notice and all information, transfer fee, and appearances requested and such supplemental information as is required by the Board of Directors, shall either ~~consent to~~ approve or disapprove the proposed Transfer ~~the transaction~~ specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate the Association, or the Association may designate one or more persons then unit owners, or any other person(s) satisfactory to the Board of Directors of the Association, who are willing to purchase, lease or rent, upon the same terms as those specified in the unit owner's notice, or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee, for good cause, which cause need not be set forth in the notice from the Board of Directors to the unit owner. However, the Association shall not ~~unreasonably~~ withhold its consent to any perspective sale, rental or lease, without good cause.

The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors, within which to make a binding offer to buy, lease or rent, upon the same terms and conditions specified in the Unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s), or failure of such person(s) to make such offer within the said fourteen (14) day period, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice and the unit owners shall be free to make or accept the offer specified in his notice, and sell, lease or rent said interest pursuant thereto, to the prospective purchaser or tenant named therein, with ninety (90) days after his notice was given.

Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended tenant(s), and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended applicant(s), and occupants within the time limits extended to the Association for that purpose as set forth in this Article. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.

Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Article; in an amount not to exceed the maximum allowed by applicable law from time to time. So long as and only so long as prohibited by law at the particular time, there shall be no transfer fee in connection with the renewal of a unit lease, with the same tenant, if the renewed lease term immediately follows the expiration of the previous lease term. The Association may perform annual background checks on all tenants at the time of renewal.

No certificate of approval shall be issued by the Association until all sums due by the unit owner pursuant to this Declaration, the Long-Term Lease, the By-Laws and the Articles of Incorporation are current and paid. The consent of the Board of Directors of the Association, shall be in recordable form, signed by two Officers of the Association, and shall be delivered to the purchaser or lessee. Should the Board of Directors fail to act, as herein set forth and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

~~The sub-leasing or sub-renting of unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association, shall have the right to require that a substantially uniform form of Lease or Sub-Lease be used, or in the alternative, the Board of Directors' approval of the Lease or Sub-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.~~

B. FORMS OF OWNERSHIP- Notwithstanding the foregoing, every purchaser shall take title subject to the Condominium Documents which includes the Long-Term Lease and the provisions of the Condominium Act.

1. General. Each Condominium parcel together with all appurtenances thereto shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the Condominium property, subject only to the provisions of the Condominium Documents. No owner may dispose of a unit or any interest in the unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors. If any owner acquires his title by devise or inheritance, his/her right to occupy or use the unit shall be subject to the approval of the Board of Directors.

2. Life Estate. A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under this Article. In that event, the life tenant shall be the only Association member from such unit, and the occupancy of the unit shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and Charges against the unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners.

3. Ownership by Corporations, Business-Named Partnerships or by Trusts. No unit may be owned by a corporation or business-named partnership (the foregoing hereinafter collectively referred to as the "Entity"), excluding those units acquired by the Lessor or the Association by virtue of the foreclosure of the Lessor's or the Association's respective liens, which may be owned in the name of the Lessor or the Association. Units may be owned by a Living Trust but not a Land Trust. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as short-term transient accommodations for several individuals or families. The approval of ownership by a Trust under this Article shall be conditioned upon designation by Trust, of one natural person to be the Primary Occupant, which Primary Occupant and other intended occupants shall also be subject to approval along with the Trust. All references to owner or Member in the Condominium Documents and Rules and Regulations as to use and occupancy of and voting and other membership rights with respect to the unit owned by the Trust, shall mean and refer to the Primary Occupant; this shall not, however, relieve the Trust of any of its responsibilities and obligations under the Condominium Documents or Association Rules and Regulations. The foregoing provisions place personal responsibility and liability upon the Primary Occupant; such personal responsibility and liability exists notwithstanding any provision contained to the contrary in the Articles of Incorporation or By-Laws of the Trust owner or contained in any trust agreement with respect to the trust as owner. Any change in the Primary Occupant shall be treated as a transfer of ownership by the Trust subject to the provisions of this Declaration.

4. Other Transfers. If any person acquires title in any manner not considered in the foregoing Articles, his right to occupy or use the unit shall be subject to the approval of the Board of Directors (that person having no right to occupy or use the unit before being approved by the Board of Directors) under the procedures outlined below.

C. DISAPPROVAL. A proposed Transfer shall be disapproved only if the Board, or the Board's designee, so chooses, and in such case the Transfer shall not be made. The Board, or its designee, shall have the power to deny applicants on the basis of criminal background checks. The Board or its designee shall analyze criminal background checks based on a case by case basis and make a decision based on the timeline, nature, and severity of the crime as well as the level of threat to the Association, its property and its Members.

1. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

a. The owner is delinquent in the payment of assessments at the time the application is considered, and the owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;

b. The prospective applicant or other intended occupants have been arrested and/or charged with a crime subject to current HUD guidelines and law;

c. The owner has a history of leasing his/her unit to troublesome tenants and/or refusing to control or accept responsibility for the occupancy of his unit;

d. The real estate company or agent handling the leasing transaction on behalf of the owner has a history of screening tenant's applicants inadequately or recommending undesirable tenants;

e. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium and/or Rules and Regulations of the Association.

f. The prospective applicant or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;

g. The applicant or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the Condominium and/or Rules and Regulations of the Association;

h. The prospective applicant or other intended occupants are not fifty-five (55) years of age or older or have not provided proof of age with the application or upon request.

i. The applicant(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or

j. The owner fails to give proper notice of his intention to lease his unit to the Board of Directors.

k. The intended applicant(s) has a mid-range credit score under a number as promulgated by the Board of Directors from time to time.

l. The unit owner has already leased the unit during his/her term of ownership.

m. The owner does not meet the qualifications for a hardship required by the Board of Directors in order to lease the unit.

n. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosure or bad debts;

2. Notice of disapproval shall be sent or delivered in writing to the unit owner.

3. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.

4. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Article be violated.

D. RESTRICTIONS ON CONDOMINIUM UNIT LEASING AND SALES.

1. An owner may lease only his entire unit a maximum of one (1) time during the entire term of ownership, and then only in accordance with the Declaration and only in the event of a hardship, after receiving the approval of the Association. No lease will be considered for any reason prior to two (2) years of ownership. In addition to the foregoing, the Condominium Association may require that all owners wishing to lease their unit deposit with the Association an amount equal to one month's rent, as security, which the Condominium Association will deposit in an escrow account. Payment of interest, if any, claims against such deposits, refunds and disputes relating to the security deposit shall be governed by Part II of Chapter 83, Florida Statutes.

2. Hardship Application. The Association is vested with the authority to prescribe a Hardship Application such as may require specific personal, social, financial and other data relating to the owner(s) current hardship regarding the leasing of his/her unit. The application shall be complete and submitted to the Association once annually. The hardship application must be approved by the Board of Directors prior to the renewal of any unit lease.

3. Limitation on Tenants. Leasing shall be limited to a natural person(s) in his/her individual capacity/capacities only, such that no unit shall be leased to a corporation, partnership, trust, trustee or commercial organization.

4. Subleasing; Renting Rooms. Subleasing of a unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any unit. The intention is that only entire units may be rented, and units may not be sublet.

5. Contents in Lease Agreement. Every unit lease as of the Effective Date of this Declaration, whether oral or written shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

a. The tenant and all occupants shall abide by all provisions of the Condominium Documents and Association Rules and Regulations, as amended from time to time.

b. The parties recognize that the Association, as agents for the landlord/owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Condominium Documents and Association Rules and Regulations, as amended from time to time.

c. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased or rented said interest, as provided herein. Every tenant or occupant shall take occupancy subject to the Condominium Documents, which includes the Long-Term Lease and the provisions of the Condominium Act.

6. Eviction of Condominium Unit Tenants and Occupants. Except and not to the extent otherwise provided in or barred by F.S. 718.1255 (1991), as amended from time to time, and the applicable Administrative Rules: The Association possesses all rights and remedies of the owner under Chapter 83 of the Florida Statutes for the purposes of enforcing against violations of the Condominium Documents and Rules and Regulations, as amended from time to time. If tenants and/or permanent occupants shall be in non-compliance with any of the Condominium Documents and Rules and Regulations, the following may occur: Such a non-compliance shall be a breach of the Condominium Documents and therefore a breach of the lease. The Association on behalf of the owner may terminate the lease, and re-enter and re-take possession of the unit for and on behalf of the owner, after providing the notices required by Chapter 83 of the Florida Statutes. The Association has the right to serve such notices, terminate the lease and seek possession of the unit for and on behalf of the owner, upon the expiration of thirty (30) days after the Association mails notice of such intent to the owner. The Association then has the right to institute eviction proceedings in Court against the tenants or occupants as agent for and on behalf of the owner, based on the non-compliances mentioned above. The Association may exercise its rights and remedies under this Article without any liability to the owner, tenants or Occupants (including, but not limited to, the loss of rent to the owner and loss of possession by the tenants/permanent occupants), except as may be provided for in Chapter 83, Florida Statutes. The owner shall be jointly and severally responsible for the costs and paralegal and attorneys' fees incurred by the Association in connection with this matter.

7. Limitations on Ownership. No person shall own, in whole or in part, more than three (3) units. The term "person" shall mean and refer to ownership individually or by an entity in which the person has any interest. In addition, no person or entity may purchase more than three (3) units by using a "straw" purchaser to circumvent the intentions of this paragraph. Any owner or owners who own more than three (3) units as of the effective date of this amendment shall be grandfathered in but may not purchase any other units until which point in time they own less than three (3) units and are in compliance with this provision.

8. Mortgages. Upon recordation of this Amendment, all sales, transfers and conveyances which are purchased, transferred or conveyed in connection with a mortgage or which unit shall be used as collateral for any type of loan, must deposit with the Association two (2) years of maintenance fees in escrow. Furthermore, no unit owner may mortgage his Condominium unit nor any interest therein without the approval of the Association. No reverse mortgage may be made on any unit at any time.

~~Where a Corporate entity is the owner of a unit, it may designate the occupants of the unit as it desires, and for such period of time as it desires, without compliance with the provisions of Section A, of this Article XI. The foregoing shall not be deemed an assignment or subleasing of a unit, and shall be deemed to be in compliance with the provisions of the first paragraph of Article XIII, of this declaration.~~

B. E. 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, except to an Institutional Mortgagee, as hereinbefore defined. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association and said approval, if granted, shall be in recordable form, executed by two officers of the Association.

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, which approval shall be in recordable form, executed by two Officers of the Association, and delivered to the purchaser or,

(b) The sale is a result of a public sale with open bidding but said purchaser shall have no occupancy or use rights unless approved by the Board.

3. Any sale, mortgage or lease, 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, 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.)~~

4. 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 decedents spouse, children or parents, the Board of Directors of the Association may within thirty (30) days of proper evidence or rightful designation served upon the President or any other Officer of the Association, 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 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 thereto.~~

~~If, however, the Board of Directors of the Association 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.~~

5. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sublet said interest, as provided herein. Every purchaser, tenant or lessee, shall take subject to this Declaration, the By-Laws of the Association and the Long-Term Lease, ~~and the Management Agreement~~, as well as the provisions of the Condominium Act.

6. Special Provisions Resale, Leasing, Mortgaging, or Other Alienation by certain Mortgagees and Developer, ~~and the Management Firm~~: -

(a) ~~An Institutional First Mortgagee 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, shall have the unqualified right to sell, lease 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 and without the prior approval of the said Board of Directors. The provisions of ~~Sections A, and B., No. 1-5, of this Article XI~~, shall be inapplicable to such Institutional First Mortgagee, ~~or the Management Firm~~, or the Lessor under the Long-Term Lease, or acquirer of title, as afordescribed in this paragraph.

(b) The provisions of ~~Section A, and B., No. 1-5, of this Article XI~~, shall be inapplicable to the Developer. The said Developer is irrevocably empowered to sell, lease, rent and/or mortgage Condominium parcels or units, and portions thereof, to any purchaser, lessee or mortgagee approved by it, and the Developer shall have the right to transact any business necessary to consummate sales or rentals of units, or portions thereof, including but not limited to the right to maintain models, have signs, use the common elements, and to show units. The sales office(s), signs, and all items pertaining to sales shall not be considered common elements, and shall remain the property of the Developer.

(c) In the event there are unsold parcels, the Developer retains the right to be the owner of said unsold parcels under the same terms and conditions as all other parcel owners in said Condominium however, said Developer, for such time as it continues to be a parcel owner, but not exceeding twelve (12) months after the date of the filing of this Declaration, shall only be required to contribute such sums to the common expenses of the Condominium, in addition to the total monthly, common expense assessments paid by all other parcel owners as may be required for the Association to maintain the Condominium, and fulfill its obligations, as provided in this Declaration and Exhibits attached hereto, but in no event shall the Developer to be required to contribute to the common expenses as to the parcels owned by it, in an amount exceeding the obligation for such unit, as specified and set forth in Exhibit "A" attached to this Declaration. Commencing twelve (12) months after the

date of the filing of this Declaration of Condominium, the developer shall contribute to the common expenses, as to the parcels owned by it, in the same manner as all other parcel owners, as provided in Exhibit "A" attached to this Declaration.

XII INSURANCE PROVISIONS

In order to adequately protect the Condominium Properties required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions.

Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under the Condominium Documents and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, and by the insurance guidelines as published from time to time by FNMA.

Required Coverage. Subject to the exclusions below: The Association shall use its best efforts to maintain adequate insurance covering all of the Condominium Properties, in an amount determined annually by the Board of Directors, such insurance to afford the following protection:

A. LIABILITY INSURANCE

~~The Management Firm, as long as the Management Agreement remains in effect, and, thereafter, the Board of Directors of the Association, shall obtain Public Liability and Property Damage Insurance covering all of the common elements of the Condominium, and insuring the Association and the unit owners and the Management Firm, as long as the Management Agreement remains in effect as its and their interest appear, with cross liability endorsement to cover liabilities of the owners as a group, to an owner and in such amounts and providing such coverage as the Management Firm, as long as the Management Agreement remains in effect, and, thereafter, the Board of Directors of the Association, may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/ \$300,000/ \$10,000. Premiums for the payment of such Insurance shall be paid by the Management Firm, as long as the Management Agreement remains in effect and, thereafter, by the Board of Directors of the Association, and such Premiums shall be charged as a common expense.~~

B. CASUALTY INSURANCE

1. **Purchase of Insurance:** ~~The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, shall obtain Fire and Extended Coverage Insurance (including windstorm) and Vandalism and Malicious Mischief Insurance, and other hazards covered by the standard "All Risk" property contract insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interests of the Association, all unit owners and their mortgagees, as their interests may appear, in a Company acceptable to the standards set by the Management firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Management Firm, and, thereafter, by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Association, and shall be charged as~~

a common expense. The Company or Companies with whom the ~~Management Firm, and thereafter,~~ by the Association, shall place its insurance coverage, as provided in this Declaration, must be good and responsible Companies, authorized to do business in the State of Florida.

The institutional First Mortgagee owning and holding the first recorded mortgage encumbering a Condominium unit, shall have the right, for so long as it owns and holds any mortgage encumbering a Condominium unit, to approve the Policies and the Company or Companies who are the insurers under the insurance placed by the ~~Management Firm, and, thereafter, by the~~ Association, as herein provided, and the amount thereof, ~~and the further right to designate and appoint the Insurance Trustee.~~ At such times as the aforesaid Institutional First Mortgagee is not the holder of a mortgage on a unit, then these rights of approval ~~and designation~~ shall pass to the Institutional First Mortgagee having the highest dollar indebtedness on units in the Condominium property, and in the absence of the action of said Mortgagee, then the ~~Management Firm, as long as the Management Agreement remains in effect, and, thereafter, the~~ Association, shall have said right without qualification.

~~2. Loss Payable Provisions— Insurance Trustee: All policies purchased by the Management Firm and, thereafter, by the Association, shall be for the benefit of the Association, and all unit owners and their mortgagees, as their interests may appear however, the Insurance Trustee shall be the named insured and it shall not be necessary to name the Association or the unit owners however, a mortgagee Endorsements shall be issued. Such policies shall be deposited with the Insurance Trustee (as hereinafter define), who must first acknowledge that the Policies and any proceeds thereof will be held in accordance with the terms hereof. Said Policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, which may be any Bank in Florida with trust powers, as may be approved by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of the Association, which Trustee is herein referred to as the “Insurance Trustee”. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of Policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the Policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association and the unit owners and their respective mortgagees, in the following shares, but such shares need to be set forth upon the records of the Insurance Trustee:~~

2. Loss Payable Provisions- All insurance policies purchased solely by the Association shall be for the benefit of the Association, the owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold and disburse them in trust for the purposes stated in this Declaration and for the benefit of the owners and their respective mortgagees in the following shares:

(a) **Common Elements:** Proceeds on account of damage to common elements – an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(b) **Condominium Units:** Proceeds on account of Condominium units shall be in the following undivided shares:

(1) **Partial Destruction:** When units are to be repaired and restored – for the owners of the damaged units, in proportion to the cost of repairing the damage suffered by each unit owner.

(2) **Total Destruction of Condominium** improvements, or where “very substantial” damage occurs and the Condominium improvements are not to be restored, as provided hereinafter in this Article – for the owners of all Condominium units – each owner’s share being in proportion to his share in the common elements appurtenant to his Condominium unit.

(c) **Mortgagees:** In the event a Mortgagee Endorsement has been issued as to a unit, the share of the unit owners shall be held in trust for the mortgagee and the unit owner, as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

3. **Distribution of Proceeds:** Proceeds of Insurance Policies received by the ~~Insurance~~ Trustee Association shall be distributed to or for the benefit of the beneficial owners, and expended or disbursed ~~after first paying or making provision for the payment of the expenses of the Insurance Trustee~~ in the following manner:

(a) **Reconstruction or Repair:** If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by said mortgagee. Said remittances shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(b) **Failure to Reconstruct or Repair:** If it is determined, in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee. Said remittances shall be made solely to an institutional First Mortgagee when requested by such institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus, in the manner elsewhere stated herein.

~~(c) Certificate: In making distribution to unit owners in their mortgagees, the Insurance Trustee may rely upon a Certificate of the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, as to the names of the unit owners and their respective shares of the distribution, approved in writing by an Attorney authorized to practice law in the State of Florida, a Title Insurance Company or Abstract Company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Management Firm, and thereafter, the Association, forthwith shall deliver such Certificate.~~

4. **Loss Within a Single Unit:** If loss shall occur within a single unit or units, without damage to the common elements and/or the party wall between units, the provisions of Article XII, B, 5, below, shall apply.

5. **Loss Less Than “Very Substantial”:** Where a loss or damage occurs within a unit or units, or to the common elements, or to any unit or units and the common elements, but said loss is

less than “very substantial” as hereinafter defined), it shall be obligatory upon the Association and the unit owner(s) to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than “very substantial”.

(a) ~~The Management Firm, as long as the Management Agreement remains in effect, acting on behalf of the Board of Directors of the Association, shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.~~

(b) If the damage or loss is limited to the common elements, with no or minimum damage or loss to any individual units, ~~and if such damage or loss to the common elements is less than \$3,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Management Firm, as long as the Management Agreement remains in effect, and thereafter, to the Association, and the Management Firm, and thereafter, the Association as hereinbefore provided, shall promptly contract for the repair and restoration of the damage.~~

(c) If the damage or loss involves individual units encumbered by the Institutional First Mortgages, as well as the common elements, or if the damage is limited to the common elements alone, ~~but is in excess of \$3,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee~~ Association for the repair and restoration of the property upon the written direction and approval of the ~~Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association Board of Directors,~~ provided, however, that upon the request of an Institutional First Mortgagee, the written approval shall also be required of the Institutional First Mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid Institutional First Mortgagee is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the Institutional First Mortgagee having the highest dollar indebtedness on units in the Condominium property. Should written approval be required, as aforesaid, it shall be said Mortgagee's duty to give written notice thereof to the Association Insurance Trustee. ~~The Insurance Trustee may rely upon the certificate of the Management Firm, for as long as the Management Agreement remains in effect, and thereafter, the Association who shall deliver same to the Insurance Trustee.~~ In addition to the foregoing, the Institutional First Mortgagee may require payees to deliver paid bills and waivers of mechanic's liens to the ~~insurance Trustee~~ Association, and execute any Affidavit required by law or by the ~~Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, or the aforesaid Institutional First Mortgagee and the Insurance Trustee, and deliver same to the Insurance Trustee.~~ In addition to the foregoing, the Institutional First Mortgagee whose approval may be required, as aforescribed, shall have the right to require the ~~Management Firm, and thereafter, the Association,~~ to obtain a Completion, Performance and Payment Bond, in such form and amount, and with a Bonding Company authorized to do business in the State of Florida, as are acceptable to the said Mortgagee.

(d) Subject to the foregoing, ~~the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Board of Directors of the Association,~~ shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(e) If the net proceeds of the Insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), ~~the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association,~~ shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for the portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the

individual owners for that portion of the deficiency as is attributable to his individual unit provided, however, that if the ~~Management Firm, as long as the Management Agreement remains in effect and, thereafter, the~~ Board of Directors of the Association, finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual damaged unit(s), then the ~~Management Firm, as long as the Management Agreement remains in effect, acting on behalf of the~~ Board of Directors, shall levy an assessment for the total deficiency against all of the unit owners in proportion to the unit owners' share in the common elements, just as though all of the said damage had occurred in the common elements. The special assessment funds shall be delivered by the ~~Management Firm, and thereafter, the~~ Association, Insurance Trustee, and added by the Association by said Insurance Trustee to the proceeds available for the repair and restoration of the property.

(f) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors ~~and the Management Firm, as long as the Management Agreement remains in effect~~ in favor of any institutional First Mortgagee upon request therefore, at any time. To the extent that any insurance proceeds are required to be paid over to such Mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

6. **“Very Substantial” Damage:** As used in this Declaration, or any other context dealing with this Condominium the term “very substantial” damage shall mean loss or damage whereby three-fourths (3/4ths) or more of the total unit space in the Condominium is rendered untenable, or loss or damage whereby seventy-five (75%) percent or more, of the total amount of insurance coverage (placed as per Article XII. B.1.) becomes payable. Should such “very substantial” damage occur, then:

(a) ~~The Management Firm, as long as the Management Agreement remains in effect, acting on behalf of the~~ Board of Directors of the Association, shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(b) The provisions of Article XII.B.5. (f), shall not be applicable to any Institutional First Mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. ~~The Management Firm, as long as the Management Agreement remains in effect and, thereafter, the~~ Board of Directors, shall ascertain, as promptly as possible, the net amount of insurance proceeds available for restoration and repair.

(c) Thereupon, a Membership Meeting shall be called by the ~~Management Firm, or by the~~ Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the Condominium project, subject to the following:

(1) If the net Insurance proceeds available for restoration and repair, together with the funds advanced by unit owners to replace insurance proceeds paid over to Institutional First Mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium property shall be restored and repaired unless two-thirds (2/3rds) of the unit owners of this Condominium, or such percentage as required by Florida Statutes from time to time, shall vote to terminate the Condominium project, in which case the Condominium property shall be removed from the provisions of the law by the recording in the Public Records of Palm beach County, Florida, an

instrument terminating this Condominium, which said instrument shall further set forth the facts effecting the termination certified by the Association and executed by its President and Secretary. The termination of the Condominium shall become effective upon the recording of said instrument and the unit owner shall, thereupon, become owners as tenants in common in the property- i.e., the real, personal, tangible, and intangible personal property, and the Association's Interest in the Long-Term Lease, and any remaining structures of the Condominium, and their undivided interests in the property shall be the same as their undivided interests in the common elements of this Condominium prior to its termination, and the mortgages and liens upon Condominium parcels shall become mortgages and liens upon the undivided interests of such tenants in common, with the same priority as existed prior to the termination of the Condominium.

(2) If the net Insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to Institutional First Mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of units, and if a majority of the unit owners of this Condominium vote against such special assessment and to terminate the Condominium project, then it shall be so terminated and the Condominium property removed from the provisions of the law, and the Condominium terminated, as set forth in Paragraph 6. (c) (1) above, and the unit owners shall be tenants in common in the property in such undivided interests – and all mortgages and liens upon the Condominium parcels shall encumber the undivided interests of such tenants in common, as is provided in said Paragraph 6 (c) (1) above. In the event a majority of the unit owners of this Condominium vote in favor of special assessments, the ~~Management Firm, as long as the Management agreement remains in effect, acting on behalf of the Association,~~ shall immediately levy such special assessment and, thereupon, the ~~Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association,~~ shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph 5 (c) and (d) above. The special assessment funds shall be ~~delivered by the Management Firm, and, thereafter, by the Association, to the Insurance Trustee and added by said Trustee~~ to the proceeds available for the restoration and repair of the property. The proceeds shall be disbursed by the ~~Insurance Trustee~~ Association for the repair and restoration of the property, as provided in Paragraph 5. (c) above. To the extent that any insurance proceeds are paid over to such Mortgagee, and in the event it is determined not to abandon the Condominium project and to vote a special assessment, the unit owners shall be obliged to replenish the funds so paid over to his Mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

(d) In the event any dispute shall arise as to whether or not “very substantial” damage has occurred, it is agreed that such a finding made by the ~~Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of the Association,~~ shall be binding upon all unit owners.

7. **Surplus:** It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the ~~Insurance Trustee~~ Association after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund, in the manner elsewhere herein stated.

8. ~~Certificate: The insurance Trustee may rely upon a Certificate of the Management Firm, as long as the Management Agreement remains in effect, and thereafter, of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Management Firm, and thereafter, the Association shall forthwith deliver such Certificate.~~

8. Plans and Specifications: Any repair and restoration must be substantially in accordance with the Plans and Specifications for the original building, or as the building was last constructed, or according to the Plans approved by the ~~Management Firm and the~~ Board of Directors of the Association, which approval shall not be unreasonably withheld. ~~If any material or substantial change is contemplated, the approval of all Institutional First Mortgagees shall also be required.~~

9. Association's Power to Compromise Claim: ~~The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the~~ Association, is hereby irrevocably appointed Agent for each unit owner, for the purpose of compromising and settling claims arising under Insurance Policies purchased by the ~~Management Firm and, thereafter, by the~~ Association, and to execute and deliver Releases therefor, upon the payment of claims.

C. WORKMEN'S COMPENSATION POLICY – to meet the requirements of law.

D. OTHER INSURANCE- Such other insurance as the ~~Management Firm, as long as the Management Agreement remains in effect, and thereafter, the~~ Board of Directors of the Association, shall determine from time to time to be desirable.

E. UNIT OWNER INSURANCE- Each individual unit owner ~~shall be responsible for purchasing, must purchase,~~ at his own expense, Liability Insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property and for any other risks not otherwise insured by the Association in accordance with this Article and must submit proof of same to the Association annually or upon the request of the Board. This obligation shall not apply to units owned by the Lessor under the Long-Term Lease.

F. WAIVER OF SUBROGATION- If available, and where applicable, the ~~Management Firm, and thereafter the~~ Association, shall endeavor to obtain Policies which provide that the Insurer waives its right of subrogation as to any claims against unit owners, the Association, the respective servants, agents and guests, ~~and the Management Firm.~~

G. STATUTORY FIDELITY BOND.

A minimum of that required by the Condominium Act, per person having access to Association funds.

H. DIRECTORS AND OFFICERS LIABILITY INSURANCE.

To the extent available, the Association shall purchase insurance to protect the persons referred to in the Articles of Incorporation. The Association shall purchase and maintain insurance on behalf of any person who is or was a Member of the Board, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a Member of the Board, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such party and insured by such party in any such capacity, or arising out of said person's status as such, whether or not the Association would have the power to indemnify said person against such liability under the provisions of this Declaration.

I. UNIT OWNER RESPONSIBILITY- A unit owner is responsible for the costs of repair or replacement of any portion of the Condominium property not paid by insurance proceeds if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the declaration or the rules of the Association by a unit owner, the members of his or her family, unit

occupants, tenants, guest, invitees, without compromise of the subrogation rights of the insurer. The costs of repairing or replacing other portions of the Condominium property also apply to the costs of repair or replacement of personal property of other unit owners or the Association, as well as other property, whether real or personal, which the unit owners are required to insure.

XIII USE AND OCCUPANCY

A. 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. No more than two (2) persons per bedroom shall be allowed to permanently reside in any one unit or as may be in accordance with HUD guidelines. No children person under fifteen (15) 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 guests may be permitted to visit and temporarily reside for reasonable periods not in excess of two (2) consecutive weeks and cumulative twenty-eight (28) days, in any calendar year. The use of a portion of a unit as an office by an owner or his tenant shall be allowed if such use does not create regular customer, client, or employee traffic. Each owner or tenant, as applicable, shall notify the Association of any periods of time during which the unit becomes unoccupied. As used only in this Article, the term, "unoccupied" is defined to mean any intended absence of all permanent residents of the unit, for a period in excess of seven (7) days. In the event a unit is left "unoccupied", said owner or resident shall follow proper check-out procedures as promulgated by the Board of Directors from time to time including having the unit inspected once every two-week period of vacancy by a person designated by the owner or Resident for such purposes. The name and contact information of the designated party should be given to the Association for purposes of an emergency. If a vehicle is left on the property during unoccupied terms, a spare vehicle key shall be left inside the unit in the event a vehicle needs to be moved in the event of an emergency.

B. Occupancy of Units Pursuant to the Fair Housing Act. To demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older and inasmuch as The Berkshire J Condominium was designed as Housing for Older Persons fifty-five (55) years of age or over, it shall be required, that all residents be persons fifty-five (55) years of age or older. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the afore-stated percentages of adult occupancy.

C. Persons Under 55. As long as The Berkshire J Condominium Association at Century Village, Inc. falls within the Exemption, no children or under-55 occupants shall be permitted to reside in any of the units, except for a period of time not to exceed fourteen (14) consecutive days or twenty-eight (28) cumulative days in any calendar year. In addition, children will be allowed to play only in those areas of The Berkshire J Condominium designated from time to time by the Association. Notwithstanding anything contained herein to the contrary, it is acknowledged and agreed that, although it is the intent of the Association that the Berkshire J Condominium falls within the Exemption so that persons nineteen (19) years of age or younger will be prohibited from residing within the Berkshire J Condominium, no representations or warranty is given that The Berkshire J Condominium will comply with the Exemption, and in the event for any reason it is determined that the Berkshire J Condominium does not fall within the Exemption, and therefore it is unlawful to discriminate against families with children nineteen (19) years of age or younger, the Association shall have no liability in connection therewith.

D. Subdivision. No unit may be subdivided into more than one unit. Only entire units may be sold, leased or otherwise transferred.

E. Smoking. No smoking of any type or kind shall be permitted in any of the Common Areas or in an owner's unit. Any unit owner who smokes at the time of recording of this Declaration shall be grandfathered in to smoke inside his/her unit only until the sale, transfer or conveyance of said unit as long as no smell and/or smoke shall migrate to any other portions of the Condominium property. If smoking by any owner, Resident or Guest shall be deemed a nuisance by the Board of Directors, the Board may impose fines or take other legal action as permitted by this Declaration or by Florida Statutes on any owner or unit in violation.

F. Nuisances, Ordinances and Laws: ~~The~~ No unit owner, occupant or Guest 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, occupants or guests commit or permit any nuisance, immoral or illegal acts in or about the Condominium property. No owner, occupant or Guest shall use any of the Properties, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the owner(s), occupant(s) and Guest(s) of other unit(s), or which would not be consistent with the maintenance of the highest standards for a first-class residential development. No portion of the units, limited common elements or Condominium property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious or unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of the units or the limited common elements appurtenant thereto that will emit foul or obnoxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of the surrounding properties. The Board shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. No unit owner/resident shall play (or permit to be played, in his unit, in the limited common elements or Condominium property) any musical instrument, television, radio or the like in a way that unreasonably disturbs or annoys other unit owners or occupants. No vocal or instrumental practice is permitted during the hours from 11:00 p.m. through 8:00 a.m. Additionally, there shall not be maintained therein any plants, animals, devices or things of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of the units, or any other portions of the Condominium property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Condominium property.

G. Animals-Limitation on Prohibition. 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 by the Management Firm for the keeping of said pets, as long as the Management Agreement remains in effect, and, thereafter, 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 Management Firm or the Board of Directors of the Association.~~ Pursuant to all applicable Federal and State laws, an owner or resident may make a request to the Association for a reasonable accommodation to the foregoing animal restrictions, in order to maintain an emotional support/service animal in a unit, provided that the requesting owner or resident submits documentation from a qualified health professional that demonstrates sufficient connection between how the identified disability of the owner/resident impairs a major life activity, and the specific manner in which the animal will allow the owner/resident an equal opportunity to use and enjoy his or her unit and assist in treating the disability. An owner/resident desiring to maintain an emotional support/service animal must obtain the approval of the Board prior to bringing the animal to the Condominium. From time to time, the Board

may adopt rules and regulations regarding animals. Any animal causing a nuisance or unreasonable disturbance shall be permanently removed from the property upon written notice from the Board.

H. Use and Care of Commonly Used Areas:

1. Public passageways and stairways shall not be obstructed nor used for any purpose other than for ingress to or egress from units and Condominium property. Bicycles, shopping carts, baby carriages, scooters or similar vehicles shall not be placed in or allowed to stand in public areas within the Condominium property. Clothing items, umbrellas, umbrella stands, clothes racks, toys, furniture, works of art, and any other item of personal property shall not be placed in the hallways or in front of service doors, or in any other commonly used areas in the Condominium.

2. No garbage or trash containers, supplies, milk containers, or other articles shall be placed in passage ways, hallways or stairways.

3. No fabric, bags, clothing, or personal belongings of any kind shall be left on or hung from the cat walks.

4. No temporary structure, building, tent or POD shall be allowed to be constructed in or on any Condominium property without prior Board Approval.

5. Barbeque grills shall only be used twenty-five (25) feet from the building. Use of a grill on a patio is prohibited. All grills must be stored inside after use. The Board shall have the authority to promulgate reasonable rules regarding the use of barbeques from time to time.

6. 5. 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 Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors, and further, when approved, subject to the Rules and Regulation adopted by the Management Firm or Board of Directors. Approval shall not be needed for decoration, furniture, and potted plants on the patio. The Board of Directors has the power to determine if a patio is unsightly and to require remedy. 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 Management Firm or Board of Directors. No laundry facilities or equipment shall be permitted in any unit, nor on the Condominium property. The Lessor under the Long-Term Lease shall have the exclusive right to install and operate coin operated laundry machines, including but not limited to washing machines, dryers, dry-cleaning machines and machines of an allied nature, and the exclusive right to offer services for off-premises dry-cleaning, laundering, pressing and tailoring, and other allied services, within Century Village, during the term of and as provided in said Lease.

7. 6. 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 Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Association. No person shall use the Century Village Club 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.

I. Vehicles:

1. In order to maintain the high standards of the properties with respect to residential appearance, the following vehicles ARE PERMITTED to be parked in or around the properties of the Berkshire J Condominium Association, Inc.:

a. Passenger automobiles excluding pick-up trucks.

b. Passenger vans, including mini-vans, that are not a commercial vehicle as defined below: which contains windows on the rear of a vehicle, on both sides of the vehicle adjacent to the first row of seating, and also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating; and are no longer than 220 inches in length (bumper to bumper) and no wider than 80 inches, not including mirrors.

c. Jeeps, Broncos, Range Rovers, Expeditions or other similarly designed SUV passenger vehicles used by the owner as their primary mode of transportation and no wider than 80 inches, not including mirrors.

d. Motorcycles and Mopeds.

e. Bicycles, which must be properly stored in the Association designated bike rack or inside the unit at all times.

f. Golf carts, which must be parked only in the vehicle spaces.

2. In order to maintain the high standards of the properties, the following vehicles ARE STRICTLY PROHIBITED from being parked or stored in or around the Common Elements of the Berkshire J Condominium unless prior approval has been given by the Board of Directors. The Board of Directors has the power to establish common element parking for the benefit of certain oversized vehicles and has the power to promulgate new rules regarding parking and permitted vehicles from time to time.

a. All vehicles longer than 220 inches in length (bumper to bumper) and wider than 80 inches.

b. Commercial vehicles, (including automobile, vans trucks, etc. used for commercial purposes) conversion vans and enclosed vans unless prior Board Approval is obtained. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.

c. Vehicles are prohibited from displaying any commercial signage.

d. The following prohibited vehicles include: all residential and commercial pick-up trucks, agriculture vehicles; dune buggies; swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing unless specified below; semis or tractor trailers; buses; limousines; travel trailers; commercial vehicles as defined above in this document; campers; recreational vehicles; mobile homes or mobile houses; truck mounted campers attached or detached to the truck chassis; motor homes or motor houses; boat and boat trailers; motor vehicles that are an eyesore, including and not limited to motor vehicles not having any bodies whatsoever, or incomplete

bodies or PODS; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of a vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tires.

3. The following additional regulations apply:

a. All owner and Resident vehicles must be parked in their designated parking spot as promulgated by the Board from time to time.

b. No motor vehicles, including moving vans, shall be parked at any time on the grass/swales (except for landscaping equipment at the direction of the Board of Directors).

c. All vehicles must appear in working order; no vehicles on blocks, jacks or ramps, shall be permitted.

d. No repairs (including changing of oil) of a vehicle shall be made on Condominium property except for minor repairs necessary to permit removal of a vehicle.

e. Vehicle washing with care is permitted only by unit owners or unit renters, and may only be for those owner or Residents' vehicles. Washing of prohibited vehicles, or non-resident vehicles, is prohibited. Use of water hoses or water outlets for washing vehicles by non-residents is not permitted.

f. Any violations of the above will be subject to tow by the Berkshire J Condominium Board of Directors or designated representatives without further notice to the vehicle owner and at vehicle owner's expense.

g. The Board of Directors shall have the absolute discretion to determine that any vehicle is not in conformance with the overall appearance of the community or with the provisions therein contained. The Board of Directors may grant exceptions to the above restrictions for fair housing purposes and for vehicles which are parked or stored on a temporary basis only between the hours of 7am and 7pm.

4. Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. In the event that the Association incurs an expense with the tow and the vehicle owner fails to pay such costs upon demand, the owner for himself/ herself or as the owner of the vehicle for his/her family, tenants, guests, employees, visitors, etc. as owner(s) of the vehicle shall be liable for the costs as a Charge, which shall be collectible by the Association as Charges are collected under this Declaration.

5. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Article by Injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Condominium Documents. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Article.

J. No Improper Use: No improper, offensive, hazardous, or unlawful use shall be made of the Condominium property or any part thereof, and all valid laws, zoning, ordinances, and regulations of all governmental bodies having jurisdiction thereover shall be observed. Notwithstanding the foregoing, and any provisions of this Declaration, the Articles of Incorporation, the By-Laws the Condominium Association shall not be liable to any person(s) for its failure to enforce these provisions. No flammable, combustible or explosive fluids, chemicals, or other substances may be kept in any unit, Limited common elements or on any other portions of Condominium property except such as are generally used for normal household purposes.

K. Lighting. The use and nature of all exterior lights, cameras and exterior electrical outlets must be first approved in writing by the Condominium Association. Exterior holiday lights shall be permitted only between Thanksgiving Day and January 31st only.

L. Use of Balconies or Porches/Patios:

1. Nothing shall be placed in or on the balconies or porches/patios that could fall or cause injury.

2. Beginning with a hurricane watch and ending when the storm danger is passed, all movable objects shall be cleared from balconies and porches/patios. Furthermore, owners and occupants must remove all furniture, movable objects from balconies and porches/patios prior to their leaving for the season or for any extended period. Any owner who fails to abide by the foregoing shall entitle the Association to enter upon the patio and remove same, whereupon the Association shall levy a Charge against the owner concerned, which Charge shall be collectible as Charges are collected under this Declaration.

3. No laundry, bathing suits, towels, carpets, or other items shall be hung or displayed on or from any porch/patio/balcony.

M. Signs: Signs shall be permitted as approved by the Board of Directors.

N. No Business Activity. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted, or conducted on the Properties, including units.

1. Provisos. Notwithstanding the foregoing to the contrary:

a. Any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or child care facility or operation (regardless of age) shall still be prohibited.

b. The practice of leasing units shall not be considered a business activity under this Section.

c. The business of operating the Association shall not be considered as business activity under this Article.

O. Trash and Garbage. No trash shall be discarded on any part of the Condominium property except into a designated container for trash. All garbage and rubbish (excluding glass bottles, newspapers) must be securely tied in plastic bags. Aluminum and other recyclables, including glass, shall be rinsed and then placed in receptacles made available by the Association. Bulk trash shall never

be allowed to remain in any of the public areas of the Condominium. The foregoing is subject to any regulations and policies of the collection authorities and Rules and Regulations of the Association.

P. Use of Units in Absence of the Owner or Occupant; Guest Use:

1. The only Guests which may occupy a unit in the absence of the host (owner or Resident) are Related Guests; no other Guests may do so. Notwithstanding the definition of "occupy" in any previous provisions above, "occupy" in this provision means use of the unit for any duration. A "Related Guest" is a Guest who is related to the host as parents, grandparents, children, grandchildren, parents in law, brothers and sisters, and in each case the spouse of such relative. This provision shall not preclude the use of the unit by persons or firms providing service to the unit. No guests may remain on the premises for more than fourteen (14) consecutive and cumulative days in a year without the express approval of the Board, who shall have the right to screen said guests as though they were tenants, and who shall further have the right to deny Guests.

2. The term "absence" of the host shall mean where the host is not present overnight along with the Guest or person in question.

Q. No Solicitation. No business solicitation whatsoever is permitted in the Condominium, whether or not such solicitation is for the benefit of a non-profit organization, whether in person or by hand delivery of letters, without the permission of the Association. This shall not preclude an owner from inviting a person or firm to enter the Condominium for the purpose of contracting business with the owner.

R. The initial Rules and Regulations are as set forth in the By-Laws of the Association, which are annexed hereto as "Exhibit No. 2", and same shall be deemed effective until amended, as provided in the By-Laws.

XIV MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a Contract with any firm, person or corporation, or may join with other Condominium Associations and entities, in contracting for the maintenance and repair of the Condominium property(ies), and other type properties, and may contract for or may join with other Condominium Associations and entities in contracting for the management of the Condominium property(ies) and other type properties, and may delegate to the Contractor or Manager all the powers and duties of the Association, except such as are specifically required by this Declaration, or the By-Laws, to have the approval of the Board of Directors or the membership of the Association. The Contractor or Manager may be authorized to determine the budget, make assessments for common expenses and collect assessments, as provided by this Declaration and By-Laws. ~~The Association, through its Board of Directors, has entered into a Management Agreement attached hereto as Exhibit No. 4, which encompasses the provisions of this paragraph.~~

B. The Association shall have the right to make or cause to be made alterations or improvements to the Common Elements and Association Property which are approved by the Board of Directors. However, if the alteration or improvement is "material" then the alteration or improvement must be ratified by an affirmative vote of not less than a majority of the Board and by not less than a majority of the voting interests of the membership present at a meeting in which a quorum is present. The term "material" as used in this Article XIV (B) means the following: To palpably or perceptively vary or change the form, shape, elements or specifications of a component

from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance. There shall be no alterations or additions to the common elements or limited common elements of this Condominium, whether or not material, where the cost thereof is in excess of ten percent (10%) of the annual budget of this Condominium for common expenses, as to this Condominium, and this Condominium's share of common expenses as to the recreational facilities under the Long-Term Lease hereinafter referred to, except as authorized by the Board of Directors and approved by not less than seventy-five percent (75%) of the unit owners of this condominium provided, the aforesaid alterations or additions do not prejudice the right of any unit owner unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alteration or additions, as aforescribed i.e., as to the common elements or limited common elements of this Condominium are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owner(s) exclusively or substantially exclusively benefitting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and approved by not less than seventy-five (75%) percent of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten (10) or less, the approval of all but one shall be required. ~~The foregoing is subject to the written approval of the Management Firm, as long as the Management Agreement remains in effect.~~

C. Each unit owner agrees as follows:

1. To maintain in good condition and repair, his unit and all interior walls and surfaces within or surrounding his unit, including the screened porch/patio, whether screened, unscreened, open or enclosed (such as the surfaces of the walls, ceilings and floors) whether or not part of the unit or the common elements, and the entire interior of his unit, and to maintain and repair the fixtures and equipment therein, which includes but is not limited to the following, where applicable – air-conditioning and heating units including the exterior compressor located on the first or second floor and all portions of doors, windows, glass, screens, caulking of all windows and doors, refrigerators, stoves, fans, hot water heaters, dishwashers, and all other appliances, drains, plumbing fixtures and connections, sinks, all plumbing and water lines within the unit, drain lines and ducts, electric panels, electric wiring and electric outlets and fixtures within the unit, and including those within the screened or unscreened porch/patio interior doors, windows, screening and glass, including screening on any screened porch/patio (which screening must be a specific color as approved in advance by the Board of Directors), sliding glass doors, including the operating mechanisms, all exterior doors, except the painting of exterior doors shall be a common expense of the Condominium and a color as approved by the Board of Directors; replace lights on screened or unscreened porch/patio and pay for all his utilities i.e., electric, water, sewage and telephone. Where a unit is carpeted, the cost of maintaining and replacing the carpeting shall be borne by the unit owner. The unit owner shall be responsible for the porch/patio floor covering, the painting of the porch/patio slab (if any) and sealing the porch/patio floor. Paint colors for the porch/patio slab must be approved by the Board of Directors. Further, maintenance, repair and replacement of the hurricane shutters or other hurricane protection is the responsibility of the unit owners. All hurricane shutters must be approved in writing by the Board of Directors prior to installation and must be white in color. All exterior door replacements must be of a type approved by the Board and must receive prior approval in writing. In addition, the obligation to maintain and repair any air conditioning and heating equipment, plumbing or electrical feeds, fixtures, ducts or other items of property which service one particular unit (to the exclusion of other units) shall

be the responsibility of the applicable unit owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the units.

2. Not to make or cause to be made any structural addition or alteration to his unit, limited common elements, Condominium property or to the common elements without the prior written approval of the Board of Directors of the Association. Alterations within a unit may be made with the prior written consent of the Management Firm and the Association, and all Mortgagees holding a mortgage on his unit. The use and installation of tankless hot water heaters require prior Board Approval. The Board shall have the obligation to answer, in writing, any written request by a unit owner for approval of such an addition, alteration or improvement within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may condition the approval in any manner, including, without limitation, retaining approval rights of the contractor or subcontractor to perform the work and requiring the unit owner to obtain insurance naming the Association as additional insureds containing such limits, deductibles, terms and conditions as are determined by the Board in its sole discretion. All Contractors performing work on Condominium property must be licensed and insured. The Association has the right to require proof of license and insurance, and to refuse to permit any vendor not meeting such requirements access to the property.

The proposed additions, alterations and improvements by the unit owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Condominium Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. The Condominium Association shall have the right to enter into a unit at reasonable times upon reasonable advance notice in order to prevent damage to the other units and/or to the Common Elements. Once approved by the Board of Directors, such approval may not be revoked. A unit owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Condominium Association and all other unit owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Condominium property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Condominium Association or this Declaration. The Condominium Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Condominium Association. Neither the Condominium Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by submission of same, and any owner, by acquiring title to same, agrees not to seek damages from the Condominium Association arising out of the Condominium Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Condominium Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each owner (including the successors and assigns) agrees to indemnify and hold the Condominium Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Condominium Association hereunder.

3. To make no alterations, decorations, repair, replacement or change of the common elements or to any outside or exterior portion of the building(s) whether, within a unit or part of the common elements. Unit owners may use such contractor or sub-contractor within their units as are approved by ~~the Management Firm, as long as the Management Agreement remains in effect, and thereafter by the Board of Directors of the Association.~~ Said parties shall comply with the Rules and Regulations adopted by the ~~Management Firm and, thereafter, by the Board of Directors.~~ The unit owners shall be liable for all damages to another unit, the common elements or the Condominium property, caused by the unit owner's contractor, sub-contractor, or employee, whether said damages are caused by negligence, accident or otherwise.

4. To allow the ~~Management Firm, the Board of Directors, or the agents or employees of the Management Firm, or the Association,~~ to enter into any unit for the purpose of maintenance, inspection, repair, or replacement of the improvements within the units or the common elements, or to determine in case of emergency, circumstances threatening units or the common elements, or to determine compliance with the provisions of this Declaration and the By-laws of the Association.

5. To show no signs, advertisements or notices of any type on the common elements or his unit, and erect no exterior antenna or aerials, except those which are permitted by law from time to time, except or as consented to by the ~~Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of the Associations.~~

D. In the event the owner of a unit fails to maintain said unit and limited common elements, as required herein, or makes any alteration without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association, ~~or the Management Firm, on behalf of the Association, and on its own behalf,~~ shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, ~~the Management Firm, as long as the Management agreement remains in effect, and thereafter,~~ the Association, shall have the right to levy an assessment, or fine in the maximum amount permitted by law from time to time, against the owner of a unit, and the unit, for such necessary sums to remove any unauthorized addition or alteration, and to restore the property to good condition and repair. Said assessment and/or fine shall have the same force and effect as all other special assessments. The ~~Management Firm, for as long as the Management Agreement remains in effect, and thereafter, the Association,~~ shall have the further right to have its employees or agents, or any sub-contractors appointed by it, enter a unit at all reasonable times to do such work as is deemed necessary by the ~~Management Firm, for as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of the Association,~~ to enforce compliance with the provisions thereof.

E. ~~The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association~~ through the Board of Directors, shall determine the exterior color scheme of the building(s) and all exteriors, and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, porch/patio, hurricane shutters, screen frame or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of the ~~Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association~~ Board of Directors.

F. The Association shall be responsible for the maintenance, replacement and repair of common elements and all portions of the Condominium property not required to be maintained, repaired or replaced by the unit owner(s); ~~however, said responsibility has been undertaken by the Management Firm, for the period of time and as provided in the Management Agreement attached~~

~~hereto as Exhibit No. 4.~~ All conduits, rough plumbing and other installations located within or outside of the unit for the furnishing of utilities to more than one unit, to the Association Property, limited common elements maintained by the Association or to Condominium property shall be the responsibility of the Association. Where portions of the Condominium property are a lake or drainage lagoon, or are subject to the easement of being a drainage lagoon, it being understood that lakes are a portion of a drainage lagoon, the cost of maintaining same shall be a common expense of the Condominium. Where a Condominium abuts a roadway designated as a "collector road" within Century Village, by the Lessor under the Long-Term Lease, the cost of maintaining the landscaping within the said roadway which abuts the Condominium property shall be the obligation of the Condominium. Collector roads within Century Village shall include, but are not limited to- Century Boulevard, North Drive, South Drive, East Drive and West Drive.

G. The Association shall be responsible to provide pest control to the Condominium property and the interior of the units. Owners may not restrict access for interior extermination. The Board of Directors shall create reasonable schedules and Rules and Regulations for exterminating. In the event a building must be "tented", the Association shall be responsible only for the cost of the actual tenting, and not for an owner's or occupant's incidental expenses such as food and lodging, and not for any losses to property within the unit due to the tenting process. All owners and occupants shall be responsible to remove themselves, their animals and their perishable items upon reasonable notice by the Association, in order for tenting to be effected. Any owner (for himself and/or for his tenants and other occupants) who fails to so cooperate in tenting or general exterminating shall be liable to the Association for damages caused by delays and otherwise. The Association shall be entitled to a preliminary injunction order requiring compliance with this Article.

XV LIMITED COMMON ELEMENTS

A. Those areas reserved for the use of certain unit owners or a certain unit owner, to the exclusion of other unit owners, are designated as "limited common elements", and are shown and located on the Surveys annexed hereto as Exhibit No. 1. Any expense for the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common expenses of the Association, unless otherwise noted herein. Should said maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, servants and invitees, he shall be responsible therefor, and the ~~Management Firm, as long as the Management Agreement remains in effect, and thereafter,~~ the Association, shall have the right to levy an assessment against the owner of the said unit, which assessment shall have the same force and effect as all other special assessments. Where the limited common elements consists of a screened, ~~unscreened, open or enclosed~~ porch/patio, the unit owner who has the right to the exclusive use of aforesaid screened porch/patio shall be responsible for the maintenance, care and preservation of the paint and surface of the exterior walls, including floor and ceiling within said exterior ~~screened~~ porch/patio, and the maintenance, care preservation and replacement of the screening or enclosure on the said ~~screened~~ porch/patio, and fixed and/or sliding glass doors in the entrance way to said ~~screened~~ porch/patio, and the replacement of light bulbs on said ~~screened~~ porch/patio, and wiring, electrical outlets and fixtures thereon. The ~~Management Firm, as long as the Management Agreement remains in effect, and thereafter,~~ the Board of Directors of the Association, shall assign specific parking spaces to unit owners in the limited common element parking area shown and designated on Exhibit No. 1 attached hereto. All parking spaces are given identifying numbers. No parking space bears the same identifying numbers as any other. Each unit owner and such owner's guests and invitees, shall have the right at no charge to the exclusive use of one (1) automobile parking space. The parking space assigned herein shall be considered a limited common element appurtenant to such Condominium unit and shall pass

as an appurtenance thereto. Upon the assignment of an exclusive parking space, the owner shall have the exclusive right to use the same without additional charge thereof by the Association. Use of the parking spaces not assigned to the unit and reassignment or conveyance of all parking spaces shall be deemed as Condominium Common Elements. The Board shall have the power to promulgate Rules and Regulations governing the use and assignments of the parking areas from time to time and at their discretion, may allow an Owner an additional parking space as a use right only. A portion of the parking spaces, which have been deemed as Condominium Common Elements, shall be for the use of guests as indicated on the parking spaces. The use of guest parking shall be as determined by and pursuant to the Rules and Regulations as adopted by the Board of Directors as which may be amended from time to time.

B. There are certain areas designated as Storage Areas located in the laundry rooms. The Association shall not be liable to any unit owner as a bailee or otherwise for loss or damage to, or theft of any property stored therein except for such loss, damage, or theft as may be covered by policies of insurance carried by the Association. The designation by the Association of a storage area to be used by a particular unit owner shall be governed by Rules and Regulations promulgated by the Board from time to time. Storage Areas which are assigned to a particular unit shall be considered a limited common element of the unit thus served and thus all maintenance and repairs of the Storage Areas shall be the responsibility of the Unit Owner.

XVI TERMINATION

This Condominium may be voluntarily terminated in the manner provided for in Section 16 718.117 of the Condominium Act, as amended from time to time, at any time – however, the written consent of the ~~Management Firm~~ and Lessor under the Long-Term Lease shall also be required. In addition thereto, when there has been “very substantial” damage, as defined in Article XII. B. 6. above, this Condominium shall be subject to termination, as provided in said XII.B.6., and in this event, the consent of the ~~Management Firm~~, and Lessor under the Long-Term Lease shall not be required. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the membership of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting, by ~~three fourths (3/4ths)~~ eighty percent (80%) of the total vote of the members of the Association, and by all Institutional Mortgagees ~~and the Management Firm~~, and the Lessor under the Long-Term Lease, then the Association and the approving owners, ~~and the Management Firm~~, if it desires, shall have an option to purchase all of the parcels of the other owners within a period expiring one-hundred twenty (120) days from the date of such meeting. However, if five percent (5%) or more of the total voting interests of the condominium have rejected the plan of termination by negative vote or by providing written objections, the plan of termination may not proceed. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:

A. Exercise of Option – An agreement to Purchase, executed by the Association and/or the record owners of the parcels who will participate in the purchase, ~~or the Management Firm~~, shall be delivered by personal delivery, or mailed by certified or registered mail, to each of the record owners of the parcels to be purchased, and such delivery shall be deemed the exercise of the option. The Agreement shall indicate which parcels will be purchased by each participating owner and/or the Association, ~~or the Management Firm~~, and shall require the purchase of all parcels owned by owners not approving the termination, but the Agreement shall effect a separate Contract between each Seller and his Purchaser.

B. **Price:** The sale price for each apartment shall be the fair market value determined by agreement between the Seller and the Purchaser, within thirty (30) days from the delivery or mailing of such Agreement and in the absence of agreement as to price, it shall be determined by Appraisers appointed by the Senior Judge of the Circuit Court in and for Palm Beach County, Florida, on the Petition of the Seller, the Expenses of appraisal shall be paid by the Purchaser.

C. **Payment:** The purchase price shall be paid in cash.

D. **Closing:** The sale price shall be closed within thirty (30) days following the determination of the sale price.

XVII LONG-TERM LEASE

The Association, as Lessee, has entered into a Long-Term Lease Agreement with CENTURY VILLAGE, INC., a Florida Corporation, as to a non-exclusive undivided interest in and to the demised premises described therein, a copy of said Lease being attached hereto as Exhibit No. 3 and made part hereof, just as though said lease were fully set forth herein. The Association has acquired the foregoing Leasehold interest, pursuant to Florida Statute 711.121. and pursuant to said Statute and the Long-Term Lease, all monies due and to become due under the provisions of said Lease, including, without limitation expenses of rent and such other items as are specified in said Lease, are and shall continue to be for the full term of said Lease, declared to be common expenses of the Condominium.

In order to secure the faithful performance of the Association's obligation to the Lessor under the Long-Term Lease, and to secure the unit owner's obligation to pay his share of the common expenses as to the Long-Term Lease, each unit owner i.e., the original purchaser from the developer, shall execute a copy of the Long-Term Lease attached hereto as Exhibit No. 4, together with the Lessor and Lessee Association, which Lease shall be recorded in the Public Records of Palm Beach County, Florida, together with the Deed of conveyance from the Developer – Lessor, to the unit owner, and under the terms of said Lease, as set forth therein, each unit owner shall impress a lien and pledge his full interest in his Condominium parcel in the subject Condominium in favor of the Lessor.

The unit owner shall be entitled to the use and enjoyment of the recreational area and facilities under the Long-Term Lease, subject to the Rules and Regulations promulgated by the Lessor.

Whenever any of the provisions of the Long-Term Lease and/or this Declaration shall be in conflict, the provisions of the Long-Term Lease shall be controlling.

XVIII MANAGEMENT AGREEMENT

Management Agreement. The Association may enter into an agreement, or provide the rights to another person, firm or corporation to enter into an agreement, with any person, firm, or corporation for the administration, maintenance and repair of the Condominium property and may delegate to such contractor or manager such powers and duties of the Association as the Association and such person, firm or corporation shall agree. All Management Agreements shall have a maximum length of three (3) years. Further, any Management Agreement shall provide for termination by either party without cause and without penalty on not less than thirty (30) days' written notice.

~~The Association has entered into a Management Agreement with VILLAGE MANAGEMENT, INC., a Florida Corporation, an executed copy of which is annexed hereto as Exhibit No. 4, and made a part hereof.~~

~~The Association has delegated to the Management Firm the power of the Association, through its Board of Directors, to determine the budget, make assessments for common expenses and collect assessments, for those periods of time as provided in this Declaration and Exhibits attached hereto, including the Management Agreement. Each unit owner, his heirs, successors and assigns, shall be bound by said Management Agreement to the same extent and effect as if he had executed said Management Agreement for the purposes therein expressed, including but not limited to:~~

~~A. Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association.~~

~~B. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefore in said Management Agreement.~~

~~C. Ratifying and confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof, including the Manager's fee, are reasonable.~~

~~D. Agreeing that the persons acting as Directors and Officers of the Association entering into such Agreement have not breached any of their duties or obligations to the Association. It is specifically recognized that some or all of the persons comprising the original Board of Directors and the Officers of the Association, may be owners of some or all of the stock of VILLAGE MANAGEMENT, INC., A Florida Corporation, and are or may be some of the Officers and Directors of said Management Firm, and that such circumstances shall not and cannot be construed as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the Management Agreement, in whole or in part. The Association and each unit owner further agree that the phrases "for the period of time specified in the Management Agreement", and "as long as the Management Agreement remains in effect", shall mean and include any renewal or extension of the Management Agreement attached hereto.~~

The Association and unit owners further agree that the monthly assessments to be paid by unit owners for common expenses may include such special assessments incurred by a unit owner for charges for guests and invitees of said unit owner, or temporary residents in said unit, as to their use of the recreational facilities, and for any special services and charges.

XIX MISCELLANEOUS PROVISIONS

A. The owners of the respective Condominium units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding their respective Condominium units, nor shall the unit owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective Condominium units which are utilized for or serve more than one Condominium unit, which items are, by these presents, hereby made a part of the common elements. Said unit owner, however, shall be deemed to own the walls and partitions which are contained in said unit owner's Condominium unit, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint,

wallpaper, etc.; however, all load-bearing walls located within a Condominium unit are a part of the common elements to the unfinished surface of said walls.

B. The owners of the respective Condominium units agree that if any portion of a Condominium unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event a Condominium building or buildings are partially or totally destroyed and then re-built, the owners of the Condominium parcels agree that encroachments on parts of the common elements or limited common elements or Condominium units, as aforescribed, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

C. No owner of a Condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver or the use and enjoyment of any common elements or the recreational facilities or by the abandonment of his Condominium unit.

D. The owners of each and every Condominium parcel shall return the same for the purpose of ad valorem taxes with the Tax Assessor of the County wherein the Condominium is situate, or for such other future legally authorized governmental officer or authority having jurisdiction over the same. Nothing herein shall be construed, however, as giving to any unit owner the right of contribution or any right of adjustment against any other unit owner on account of any deviation by the taxing authorities from the valuation herein prescribed, each unit owner to pay ad valorem taxes and special assessments as are separately assessed against his Condominium parcels.

For the purpose of ad valorem taxation, the interest of the owner of a Condominium parcel, in his Condominium unit and in the common elements shall be considered a unit. The value of said unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said unit and set forth in this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

E. All provision of this Declaration and Exhibits attached hereto, and Amendments thereof, shall be construed to be covenants running with the land, and every part thereof and interest therein, including but not limited to every unit and the appurtenances thereto, and every unit owner and claimant of the property, or any part thereof, or of any interest therein, and his heirs executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits annexed hereto and Amendments thereof.

F. If any of the provisions of this Declaration, or of the By-Laws, or of the Long-Term Lease and Management Agreement attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Declaration, the By-Laws, the Long-Term Lease and Management Agreement, or the Condominium Act, and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

G. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail, addressed to such unit owners at their place of residence in the Condominium, unless the unit owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association or Management Firm, shall be given by the Affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association, at the Secretary's residence in the Condominium, or in case of the Secretary's absence, then the President of the Association at his

residence in the Condominium and in his absence, any member of the Board of Directors of the Association.

Notices to the Developer shall be delivered by mail at: Century Village, West Palm Beach, Florida 33401.

~~Notices to the Management Firm shall be delivered by mail at: Century Village, West Palm Beach, Florida 33401.~~

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly receipted for. Notices required to be given the personal representatives of a deceased owner or devisee, when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the records of the court wherein the Estate of such deceased owner is being administered.

The change of any mailing address of any party to this Declaration of Condominium shall not require an Amendment to this Declaration.

H. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Management Firm, ~~as long as the Management Agreement remains in effect and, thereafter, the~~ Board of Directors of the Association, from removing or authorizing the removal of any party wall between any Condominium units in order that the said units might be used together as one integral unit. Notwithstanding the foregoing, removal of any interior partition wall or party wall must be approved in advance by the Board of Directors, and the unit owner must use a licensed contractor. In each event, all assessments, voting rights and the share of the common elements shall be calculated as if such units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several units are used as one, to the intent and purpose that the unit owner of such combined units shall be treated as the unit owner of as many units as have been so combined.

I. The "Remedy for Violation", provided for by Section ~~23~~ 718.1255 of the Condominium Act, as amended from time to time shall be in full force and effect. In addition thereto, should the Association ~~or the Management Firm, on behalf of the Association, or on its own behalf,~~ find it necessary to bring a Court action to bring about compliance with the law, this Declaration and Exhibits attached to this Declaration, upon a finding by the Court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the ~~Management Firm and the~~ Association, for reasonable Attorney's fees incurred by it in bringing such action, as determined by the Court. In the event that any owner shall fail to properly discharge his/her maintenance, repair and replacement obligations or shall fail to make and pay for maintenance, repair or replacement as provided for in Article XIV of this Declaration; and in the judgment of the Board of Directors, same shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring owners and residents; or should the neglect or the willful misconduct of owner(s) cause damage which then requires maintenance, repair or replacement by the Association; then the following shall apply:

1. The Board may (but shall not be required to) provide notice of such condition(s) to the proper owner(s), demanding that the condition(s) be corrected within thirty (30) days from the date the notice was sent. In the event that the owner does not rectify the condition at the end of this period, then the Association shall be entitled to contract to have the necessary work performed (and entry onto the unit), whereupon the cost of this work shall become a Charge against the owner and unit concerned (solely or proportionately as the Board shall determine) and collectible as Charges are collected under this Declaration.

2. Provisos. Notwithstanding any provision to the contrary in this Article, the following shall apply:

a. The thirty (30) day notice period may be shortened or eliminated if the Board determines that an emergency exists to effect correction, in which case the Board shall provide statutory notice, and the cost for repair shall be an Assessment, which may be subject to lien and foreclosure.

b. If the Association effects correction, the cost shall be levied as a Charge against the owner and unit and collectible as Charges are collected under this Declaration; the Association may, but is not required to, provide notice to the owner prior to effecting correction.

J. Subsequent to the filing of this Declaration of Condominium, the Condominium Association-when authorized by a vote of the majority of the total vote of the members of the Association, and approved by all of the owners and holders of Institutional First Mortgages encumbering Condominium parcels, and the ~~Management Firm, as long as the Management Agreement remains in effect, and the~~ Lessor under the Long-Term Lease, may, together with other Condominium Associations, purchase and/or acquire, and enter into agreements from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the unit owners. The expense of ownership, rental, membership fees, operations, replacements and other undertakings in connection therewith, shall be common expenses, together with all other expenses and costs herein or by law defined as common expense.

K. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium.

L. The captions used in this Declaration of Condominium and Exhibits annexed hereto, are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto annexed.

M. Where an Institutional First Mortgage by some circumstance, fails to be a First Mortgage, but it is evident that it is intended to be a First Mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an Institutional First Mortgage.

N. If any term, covenant, provision, phrase or other element of the Condominium documents is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever, any other term, provision, covenant or element of the Condominium documents.

O. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the Condominium documents, except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. Any estimates of common expenses, taxes or other charges are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon, except where same is specifically warranted or guaranteed.

P. By way of clarification as to Article VII of this Declaration, the Long-Term Lease may be amended by an instrument in writing, executed by the Lessor and the Condominium Association, by and through its Board of Directors, ~~and the Management Firm~~, except there shall be no Amendment affecting the Long-Term Lease which would change a unit owners rent under the Long-Term Lease nor the manner of sharing common expenses under the Long-Term Lease, nor impair the rights of unit owners to the use and enjoyment of the recreational area and facilities, without the unit owners so affected, and all record owners of Institutional Mortgages thereon, joining in the execution of said Amendment. The aforesaid Amendment shall be duly recorded in the Public Records of Palm Beach County, Florida, and the recording of said Amendment shall constitute an Amendment to this Declaration of Condominium as to the provisions herein relative to said Long-Term Lease. Where the Developer continues to hold title to Condominium units in this Condominium at the time of a proposed Amendment, as set forth in this paragraph, the approval of the Developer shall be required. No Amendment, as set forth in this paragraph, shall change the provisions of the Long-Term Lease or this Declaration with respect to Institutional Mortgagees, nor shall any such Amendment affect, impair or prejudice the validity, rights and priorities of any mortgages encumbering parcels in this Condominium. The Board of Directors of the Condominium Association are empowered and authorized, without the approval of the unit owners, to amend the Long-Term Lease and this Declaration, as contemplated in this Paragraph P.

Q. The Condominium property may not be abutting, contiguous or adjacent to any public street, road, or right-of way. The Developer covenants to provide access from North Haverhill Road (a public dedicated road), to the Condominium property for road purposes for ingress and egress, and for such easements as may be required for drainage and utility service easements. The access easement area contemplated in this paragraph shall be for the benefit of all persons residing upon the lands or portions of the lands described in that certain Deed dated June 11th, 1968, and recorded in Official Records Book 1659, at Page 394, of the Public Records of Palm Beach County, Florida, and all persons designated by the Developer and Lessor under The Long Term Lease in its sole discretion. The aforesaid easement shall not create a burden upon the access easement land, nor shall it run with this Condominium, and the Developer and The Lessor under the Long Term Lease shall have the continuous right to change and re-locate such access easement as often as it desires, without the requirement of the Condominium Association, the unit owners in this Condominium, and all other persons entitled to the use of said access easement consenting to or joining in an instrument to accomplish the foregoing. The Developer and Lessor under the Long-Term Lease shall also have the right to dedicate such access easement as it desires to the public and the appropriate Governmental authority, without the consent or execution of an Instrument to this effect by persons entitled to the use of said access easement. The foregoing right of the Developer and Lessor under the Long-Term Lease is limited only to the extent that such changing and relocation or dedication of the access easement shall be reasonable.

The access easement referred to herein is as designated in Exhibit No. 1 annexed to this Declaration. The unit owners of this Condominium shall be responsible for the care and maintenance of those portions of the Condominium property that are designated as and are subject to the easement of being parking streets. The Condominium property shall be subject to such drainage lagoons and utility service easement as the Developer may hereafter deem necessary, provided the Developer causes the necessary repairs to be made after the installation of such easements, and provided the foregoing does not structurally weaken the building upon the Condominium property, nor unreasonably interfere with the enjoyment of the Condominium property by the unit owners. The Developer and its designees shall have the right to enter upon the Condominium property for the purpose of constructing, maintaining and repairing said easements and the equipment thereon. Where a portion of the Condominium property is designated as a lagoon on Exhibit No. 1 annexed to this

Declaration, said area is a Drainage easement. All easements referred to herein shall be for the benefit of those persons in residence upon the land or portions of the lands described in the Deed hereinabove set forth, and such other parties as designated by the Developer in its sole discretion. The term "lagoon" when used throughout this Declaration and Exhibits attached shall include the term "lake".

Should the Developer grant additional access easements for road purposes and/or as may be required for drainage lagoons and utility services, which connect with the access easement designated in Exhibit No. 1, the same shall automatically be a part of the access easement hereinbefore provided, as if originally set forth herein.

R. Governance. This community shall be governed by Chapter 718 of the Florida Statutes as same exists on the date hereof, and as same may be amended from time to time.

~~R. In order to insure the Condominium and Century Village with adequate and uniform water service and sewage disposal service, the Developer shall have and hereby reserves the exclusive right to contract for the servicing of this Condominium and the unit owners therein, and Century Village, with said services. Pursuant to the foregoing, the Developer has or will contemporaneously herewith, contract with CENTURY UTILITIES, INC., a Florida Corporation, for the furnishing of said services, and the Association and unit owners agree to pay the charges therefor, pursuant to and to comply with all of the terms and conditions of said Utility Agreement.~~

S. The Lessor under the Long-Term Lease reserves the right to amend this Declaration of Condominium by adding to the leased premises demised and described in the Long-Term Lease annexed hereto as Exhibit No. 3, areas of land, with improvements thereon, located within the real property described in that certain Deed dated June 11th, 1968, and recorded in Official Records Book 1659 at Page 394, of the Public Records of Palm Beach County, Florida. The size of the area(s) of land, the improvements of whatever type or nature thereon, the exact location of said area (s) within the aforescribed area, and the time when such improvements will be constructed and this Declaration amended, shall be in the sole discretion of the Lessor; however, if such improvements are not constructed and such Amendment is not made, executed and recorded in the Public Records of Palm Beach County, Florida within five (5) years from the date of this Declaration of Condominium, said right shall automatically terminate. The provisions of this paragraph do not require the Lessor to construct improvements and amend this Declaration, as provided herein. The right of Lessor herein is conditioned upon there being no increase in the rent due the Lessor by the unit owners of this Condominium under the Long-Term Lease, except such increases as are specifically provided for under said Long-Term Lease. The Long-Term Lease provides for increases in rent based upon specific circumstances, as provided therein, as to the premises originally leased, and said specific circumstances shall be applicable to any additionally leased lands, and all owners of Condominium units created by this Declaration, and all Lessees of the demised premises described in Exhibit No. 3 attached hereto, shall share said increase in the same proportion and manner as provided in said Long-Term Lease. Notwithstanding the foregoing, the Lessor may specify that certain Lessees shall not have the right to use certain additional recreational areas in such event, said Lessees not entitled to use same shall not be required to share in an increase of rent applicable thereto. All Lessees of the demised premises aforescribed shall be entitled to the use and enjoyment of all recreational facilities contemplated in this paragraph, unless the Lessor specifies that the Lessees shall not have the right to use said additional recreational area(s). An Amendment of this Declaration, as provided for in this paragraph need only be executed and acknowledged by the Lessor, and need not be approved by the Association, the unit owners, lessees, mortgagees, or any other parties or persons whomsoever. Such Amendment of Declaration of Condominium shall be filed in the Public Records of Palm Beach County, Florida, and said Amendment to this Declaration of Condominium shall be deemed an

Amendment to the Long-Term Lease annexed to this Declaration as Exhibit No. 3, with the same effect as though the said Exhibit No. 3 attached hereto had included the additional demised land and obligations thereto. The method of amending this Declaration of Condominium in regard to the matters specifically set forth in this paragraph "S", supersedes the provisions for the method of amendment to this Declaration of Condominium, as provided in Articles VII, and XIX. P. hereinabove.

T. Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by reference and included herein thereby, the provisions of this Declaration and exhibits thereto shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted; otherwise, the provisions of said Condominium Act shall prevail and shall be deemed incorporated therein.

U. No Condominium parcel owner shall bring, or have any right to bring, any action for partition or division of the Condominium property.

NOT A CERTIFIED COPY

EXHIBIT A
DECLARATION OF CONDOMINIUM

Name of Condominium: THE BERKSHIRE J CONDOMINIUM

The monthly rent under the Long-Term Lease shall be due in the amount specified in Said Long-Term Lease which is attached to the Declaration of Condominium to which this Exhibit "A" is attached, as Exhibit No. 3, and increases in rent shall be shared by the unit owners of this Condominium, and others, as provided in said Lease.

Condominium Units, Parcel numbers and percentages of undivided interest in the common elements are as designated in the Survey Exhibits attached as Exhibit No. 1 to the Declaration of the Condominium to which this Exhibit is attached.

The type of each Condominium Unit in this Condominium is as designated in Exhibit No. 1 to the Declaration of Condominium to which this Exhibit is attached.

All Condominium unit owners' share of common expenses, excluding their share under the Long-Term Lease, is as designated in the Survey Exhibits attached as Exhibit No. 1 to the Declaration of Condominium to which this Exhibit is attached.

**AMENDMENT TO THE BERKSHIRE J CONDOMINIUM ASSOCIATION OF
CENTURY GARDENS CONDOMINIUM APARTMENTS AT CENTURY VILLAGE
BY-LAWS
OF
~~UNINCORPORATED ASSOCIATION~~**

ARTICLE I. IDENTITY

The following By-Laws shall govern the operation of the Condominium created by the Declaration of Condominium to which these By-Laws are attached.

The Association whose name appears at the end of this instrument is THE BERKSHIRE J CONDOMINIUM ASSOCIATION, INC., hereinafter the "Association", a corporation not for profit ~~organized under the laws of Florida an unincorporated Association, organized and existing pursuant to Florida Statute 7.1.1. 121. Et Seq.,~~ for the purpose of administering the aforesaid Condominium.

Section 1. The Office of the Association shall be at the Condominium property, or at such other place as may be subsequently designated by the Board of Directors of the Association.

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association shall be limited to owners of the Condominium units, as identified in the proceeding Declaration of Condominium to which these By-Laws are attached. Transfer or unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If unit ownership is vested in more than one person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a unit shall be cast by the "Voting Member". If unit ownership is vested in a Corporation, said Corporation may designate an individual officer or employee of the Corporation as its voting member.

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium parcel where the approval of the Board of Directors of the Association is required, as set forth in these By-Laws and the Declaration of Condominium to which they are attached, shall be accompanied by an application fee in an amount to be set by the ~~Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the~~ Board of Directors, to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred.

Section 2. Voting

(a) The owner(s) of each Condominium unit shall be entitled to one (1) vote for each Condominium unit owned. If a Condominium unit owner owns more than one unit, he shall be entitled to one vote for each unit owned. The vote of a Condominium unit shall not be divisible.

(b) A majority of the unit owners' total votes shall decide any question, unless the By-Laws, Declaration of Condominium or Long-Term Lease ~~or Management Agreement~~ provide otherwise, in which event the voting percentage required in the said By-Laws, Declaration of Condominium or Long-Term Lease ~~or Management Agreement~~ shall control.

(c) Electronic Voting: In the event the Board shall implement electronic (online) voting, it shall be the duty of the board to obtain a written consent from each member opting into online voting, which shall be valid until revoked, and the Board must follow the requirements listed below:

i. Each member will be provided with a method to authenticate the member's identity through the online voting system.

ii. 14 days prior to each voting deadline, each member's electronic device will be checked to ensure successful communication with the online voting system.

iii. The online voting system that the Association uses will:

A. Authenticate each member's identity.

B. Authenticate the validity of each electronic vote to ensure that it is not altered in any way after submission.

C. Transmit a receipt from the online voting system to each member who casts such vote.

D. In the case of a secret election, permanently separate any authentication or identifying information from the electronic election ballots.

E. Store and keep electronic ballots accessible to election officials for recount, inspection and review purposes.

(d) Suspension of Voting Rights for Monies Due to the Association. The Association shall suspend the voting rights of a unit or member due to nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than 90 days delinquent. A voting interest or consent right allocated to a unit or member which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under this chapter or pursuant to the Declaration, Articles of Incorporation, or By-Laws. The suspension ends upon full payment of all obligations currently due or overdue to the Association.

Section 3. **Quorum.** Unless otherwise provided in these By-Laws, the presence in person or by proxy of thirty percent (30%) a majority of the unit owner's total votes shall constitute a quorum. The term "majority" of the unit owners' total votes shall mean unit owners holding 51% of the votes.

Section 4. **Proxies.** Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5) and shall be filed with the Secretary prior to the meeting in which they are to be used, and shall be valid only for the particular meeting designated therein. No proxy shall be valid for a period longer than ninety (90) days after the date of first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. Where a unit is owned jointly by a husband and wife, and if they have not

designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated. The proxy form must conform to any requirement of the Condominium Act and applicable Administrative Rules. An executed original appearing to have been transmitted by the authorized person, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy form are all valid. Holders of proxies need not be members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner determined by resolution of the Board.

Section 5. Designation of Voting Member. If a Condominium unit is owned by one person, his right to vote shall be established by the recorded title to the unit. If a Condominium unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated in a Certificate, signed by all the recorded owners of the unit and filed with the Secretary of the Association. If a Condominium unit is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the unit for the Corporation shall be designated in a Certificate for this purpose, signed by the President or Vice President, attested to by the Secretary or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a unit shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association for a unit owned by more than one person or by a Corporation, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a husband and wife. Such Certificates shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the ownership of the unit concerned. If a Condominium unit is owned jointly by a husband and wife, the following three provisions are applicable thereto.

- (a) They may, but they shall not be required to, designate a voting member.
- (b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, (As previously provided, the vote of a unit is not divisible).
- (c) Where they do not designate a voting member, and only one is present at a meeting the person present may cast the unit vote, just as though he or she owned the unit individually, and without establishing the concurrence of the absent person.

ARTICLE III. MEETING OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at the Condominium property, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting. Boards or Committee members may participate in meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. Directors who appear electronically count toward establishing a quorum, and may vote as if physically present.

Section 2. Notices. It shall be the duty of the Secretary to deliver a Notice of each annual or special meeting, stating the time and place thereof, to each unit owner of record, at least ~~five (5) but not more than fifteen (15)~~ fourteen (14) days, but not more than sixty (60) days, prior to such meeting, and must also state the intended agenda for the meeting. Notice of any special meeting shall state the purpose thereof. All Notices shall be served at the address of the unit owner as it appears on the books of the Association. Notice of meetings (except membership meetings to recall board members) may

be given by electronic transmission to Members who consent in writing to receive notice by electronic transmission. The officer, manager or other person making such mailing shall provide an affidavit as to the mailing, which shall be retained as part of the official records of the Association. Notice of an annual or special members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained.

Section 3. **Meetings.** Meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing of voting members representing a majority of the unit owners' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all meetings shall be confined to the objects stated in the Notice thereof.

Annual meetings of the Membership must occur every year in January, February, or March.

Section 4. **Waiver and Consent.** Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws, to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than three-fourths (3/4ths) of the members who would have been entitled to vote upon the action if such meeting were held, shall consent, in writing, to such action being taken; however, Notice of such action shall be given to all members, unless all members approve such action.

Section 5. **Adjourned Meeting.** If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

~~Section 6. Proviso. Provided, however, that until the 1st Thursday in April, 1973, or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, there shall be no meeting of the members of the Association, unless a meeting is called by the Board of Directors of the Association, and should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Association.~~

Section ~~6~~7. Approval or Disapproval of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members, provided, however, that where a unit is owned jointly by a husband and wife, and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

Section ~~7~~8. ~~The Management Firm, as long as the Management Agreement remains in effect, and the Lessor under the Long-Term Lease, shall be entitled to Notice of all Association meetings, and shall be entitled to attend the Association's meetings, and it may designate such person as it desires to attend such meetings on its behalf.~~

ARTICLE IV. DIRECTORS

Section 1. **Number, Term and Qualifications.** The affairs of the Association shall be governed by a Board of Directors, composed of ~~such number of persons as equal the condominium units in the Condominium created by virtue of the Declaration of Condominium to which these By-Laws are attached.~~ no less than three (3) persons and no more than five (5), which number shall be

~~determined from time to time by the Board of Directors. It is the general intention of the Association to have as a Director a unit owner from each unit. All Directors shall be members of the Association. provided, however, that until one of the events in Article III., Section 6, of these By Laws first occurs, all Directors shall be designated by the Developer and need not be members. All Officers of a Corporate unit owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next meeting of the members and, thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3, below. The first Board of Directors may be three (3) in number, notwithstanding the proviso hereinbefore set forth.~~

Section 2. First Board of Directors Election

~~(a) The first Board of Directors of the Association, who shall hold office and serve until the first meeting of members, and until their successors have been elected and qualified, shall consist of the following:~~

Anita M. Mills
Charles M. Jacobson
Lois Landino

(a) At each election meeting, the members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be filled, and additional Directors if desired. Not less than sixty (60) days before the scheduled election meeting, the Association must send notice to each owner of the date. Not less than forty (40) days prior to the date of the election meeting, eligible candidates must deliver to the Secretary of the Association, written notice of his or her desire to run for the Board of Directors in order to be eligible to be placed on the election ballot. Any candidate may furnish the Association with an information sheet which shall be no larger than 8 ½ inches by 11 inches. The candidate's information sheet, if any, must be received by the Secretary by no later than thirty-five (35) days prior to the meeting, unless a later date is permitted by the Administrative Rules or Condominium Act as amended from time to time. The Association shall have no liability for the contents of this information sheet prepared by the candidate.

Not less than thirty (30) days prior to the date of the election meeting, the Association shall provide a notice to all owners reminding them of the date, time and place of the election meeting, together with a ballot listing all eligible candidates and any information sheets received from same. No owner shall permit any other person to cast his ballot, and any such ballots improperly cast shall be deemed invalid. The Association shall follow any Administrative Rules applicable to safeguarding the secrecy of ballots. In the election of Directors, there shall be appurtenant to each unit as many votes as there are Directors to be elected. No voting representative of any unit may cast more than one vote for any candidate, it being the intent that casting ballots in the election of Directors shall be non-cumulative. The candidates receiving the highest number of ballots cast shall be declared elected, except that any tie(s) shall be decided as permitted by the applicable Administrative Rules. The determination of which Director receives which term shall be determined based on the number of ballots cast, such that the candidates receiving the most ballots cast shall obtain the longer terms. A newly elected Director shall take office immediately upon the adjournment of the election and annual meetings.

Provisos. Notwithstanding the foregoing to the contrary, the following shall apply:

1. An election and balloting are not required unless more candidates file notices of intent

to run or are nominated than vacancies exist on the Board to be filled. In that event, the Association shall announce the new Directors at the annual meeting, and all candidates take office as Directors immediately following the adjournment of the annual meeting.

2. In the event that the membership fills vacancies after recall, then the election of Directors to fill the vacancies shall be governed by the procedures set forth in the applicable Administrative Rules.

(b) The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Section 3. **Removal of Directors.** At any time after the first meeting of the membership, at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members, casting not less than two-thirds (2/3rds) of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4, below. In addition, upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed from office only but shall remain on the Board, with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written agreement or at any meeting called for that purpose.

Section 4. **Vacancies on Directorate.** If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of an unexpired term in respect to which such vacancy occurred or such vacancy may remain unfulfilled. The election held for the purpose of filling said vacancy may be held at any meeting of the Board of Directors.

Section 5. **Disqualification and Resignation of Directors.** Any Director may resign at any time by sending a written notice of such resignation to the Office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at the first meeting of the membership, the transfer of title of his unit by a Director shall automatically constitute resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors.

Section 6. **Meetings.** Meetings of the Board of Directors may be called by the President, and in his absence, by the Vice President or by a majority of the members of the Board of Directors, by giving ~~five (5)~~ two (2) days' notice, in writing, personally, by mail, telephone or electronic transmission to all of the members of the Board of Directors of the time and place of said meeting. Notwithstanding the foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting which is held on the same date of each month. All notices of meetings shall state the purpose of the meeting. Notice of all meetings shall state the agenda for the meeting, including any details of any (annual or special) Assessment which will be discussed, considered or approved. The

Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meetings through the use of a telephone conference so long as it complies with the requirements of the applicable Administrative Rules, as amended from time to time. A Director participating in a meeting by this means is deemed to be present in person at the meeting. Notices of all Board meetings shall be posted conspicuously on the Condominium property at least forty-eight (48) continuous hours in advance, except in an emergency. Written notice of any Board meeting at which non-emergency Special Assessments, or at which Rules and Regulations regarding use of the units will be proposed, discussed or approved shall be mailed, electronically transmitted, or delivered to the owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the Board meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by those persons specified in the Condominium Act as amended from time to time, and filed among the official records of the Association.

Owners Participating at Board Meetings. Meetings of the Board of Directors shall be open to all members to attend and observe. The right to attend Board meetings includes the right to speak with reference to all designated agenda items, subject to the written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of owners' statements. Any owner may tape record or videotape meeting of the Board of Directors, subject to any applicable Administrative Rules, and written Rules and Regulations adopted by the Board of Directors. Notwithstanding the foregoing to the contrary, no owner may videotape or tape record at any Board meeting unless the owner provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

Section 7. **Directors' Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. **Quorum.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If at any meeting of the Board of directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring the Minutes thereof, shall constitute the presence of such Director for the purpose of determining a quorum.

~~Section 9. Provided, however, that until the 1st Thursday in April, 1973, or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, all Directors shall be designated by the Developer and need not be owners of units in the Condominium, and may not be removed by members of the Association, as elsewhere provided herein.~~

Section ~~9~~ 10. **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law or by the Declaration of Condominium, or by these By-Laws, directed to be exercised and done by the unit owners. These powers shall specifically include, but shall not be limited to the following:

(a) To exercise all powers specifically set forth in the Declaration of Condominium, in these By-Laws, and the Condominium Act, and all powers incidental thereto.

(b) To make assessments, collect assessments, and use and expend the assessments to carry out the purposes and powers of the Association, ~~subject to the provisions of the Management Agreement attached to the Declaration of Condominium to which these By-Laws are attached.~~

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common areas and facilities of the Condominium, including the right and power to employ attorneys, accountants, contractors, and other professionals, as the need arises, ~~subject to the delegation of the foregoing powers to the Management Firm under the provisions of the Management Agreement, and subject to the provisions of the Long-Term Lease, said Lease and Management Agreement being attached to the Declaration of Condominium to which these By-Laws are attached.~~

(d) To make and amend regulations respecting the operation and use of the common elements and Condominium property and facilities, and the use and maintenance of the Condominium units therein, ~~subject to the delegation of the foregoing powers to the Management Firm, under the provisions of the Management Agreement attached to the Declaration of Condominium to which these By-Laws are attached.~~ The recreational area shall remain in the complete care and control and under the supervision of the Lessor under the Long-Term Lease.

(e) To contract for the management of the Condominium and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have the approval of the Board of Directors or membership of the Association. To contract for the management or operation of portions of the common elements or facilities susceptible to the separate management or operation, and to lease or concession such portions. ~~The foregoing powers have been delegated to the Management Firm under the provisions of the Management Agreement attached to the Declaration of Condominium to which these By-Laws are attached.~~

(f) The further improvements of the property, real and personal, and the right to purchase realty and items for furniture, furnishings, fixtures and equipment, and the right to acquire and enter into agreements pursuant to F.S. 7111.121 Et Seq., and as amended, subject to the provisions of the Declaration of Condominium to which these By-Laws are attached, and subject to the ~~Management Agreement and~~ Long-Term Lease, attached to the Declaration of Condominium to which these By-Laws are attached.

(g) Designate one or more committees, which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management of the business and affairs of the Association. Such committee shall consist of at least three (3) members of the Association one of whom shall be a Director. The committee or Committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by unit owners when such is specifically required.

ARTICLE V. OFFICERS

Section 1. **Elective Officers.** The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. ~~One person may not hold more than one of the aforementioned offices. Any person except the President may hold more than one (1) office.~~ The President and Vice President shall be members of the Board of Directors. ~~Notwithstanding the foregoing, the restriction as to one person holding only one of the aforementioned offices shall not apply until the time provided in Article III, Section 6, as determined by the developer.~~

Section 2. **Election.** The officers of the Association designated in Section 1, above, shall be elected by the Board of Directors at the organizational meeting of each new Board, following the meeting of the members.

Section 3. **Appointive Officers.** The Board may appoint as Assistant Secretaries and Assistant Treasurers, and such other Officers as the Board deems necessary.

Section 4. **Term.** The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time with or without cause, by the Board of Directors, provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. **The President.** He shall be the chief executive officer of the Association; he shall preside at all meetings of the unit owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts and perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. **The Vice President.** He shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. **The Secretary.** He shall issue notices of all Board of Directors' meetings and all meetings of the unit owners; he shall attend and keep the minutes of same; he shall have charge of all of the Associations books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. **The Treasurer.**

(a) He shall have custody of the Association's funds and securities, ~~except the funds payable to the Management Firm, as provided in the Management Agreement attached to the Declaration of Condominium to which these By Laws are attached,~~ and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors of the Association. The books shall reflect an account for each unit in the manner required ~~by Section 11 (7) (B) of the Condominium Act,~~ as amended from time to time.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors of the Association.

(d) He shall give status reports to potential transferees, on which reports the transferees may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

(f) ~~The duties of the Treasurer may be fulfilled by the Management Firm employed by the Association, and the Management Firm, as provide in the Management Agreement Attached to the Declaration of Condominium to which these By Laws are attached, shall fulfill the duties of Treasurer, as specified in said Management Agreement, and shall have custody of such books of the Association as it determines in its sole discretion,, and the foregoing shall include any books required to be kept by the Secretary of the Association.~~

~~Section 9. The Officers of the Association who shall hold office and serve until the first election of Officers by the first Board of Directors of the Association following the first meeting of members, and pursuant to the terms by these By Laws, are as follows:~~

~~President — Anita M. Mills
Vice President — Charles M. Jacobson
Secretary — Lois Landino
Treasurer — Lois Landino~~

ARTICLE VI. FINANCES AND ASSESSMENTS

Section 1. **Depositories.** The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time, upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the said Board of Directors. Obligations of the Association shall be signed by at least two officers of the Association. ~~provided, however, that the provisions of the Management Agreement between the Association and the Management Firm relative to the subject matter of this Section, shall supersede the provisions hereof.~~ The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles. Notwithstanding the foregoing to the contrary, statutory reserve funds shall be maintained differently if so required by the Condominium Act or Administrative Rules as amended from time to time.

Section 2: **Fidelity Bonds.** The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such Bonds shall be paid by the Association. The Bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account.; ~~however, notwithstanding the foregoing, the Management Firm under~~

~~the terms of the Management Agreement, as to funds in its possession and/or control, shall determine, in its sole discretion the amount of and who is to be bonded, if anyone, among its employees.~~

Section 3. **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January of each year provided, however, that the board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable.; ~~provided, however, that, the Management Firm, as long as the Management Agreement remains in effect, shall be authorized to set the fiscal year, as determined in its sole discretion.~~

Section 4. **Determination of Assessments**

(a) The Board of Directors of the Association shall fix and determine from time to time, the sum or sums necessary and adequate for the common expenses of the Condominium property. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium to which these By-Laws are attached. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments, and to lease, maintain, repair and replace the common elements and limited common elements of the Condominium. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions or percentages of sharing common expenses, as provided in the Declaration of Condominium. Said assessments shall be payable monthly in advance and shall be due on the 1st day of each month in advance, unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors; provided however, any such Special Assessment in excess of 1/12th of the Annual Budget shall require the consent of a majority of the votes of the Members at a duly called meeting of the unit owners voting by person or by proxy. Special Assessments are due on the date(s) specified in the resolution of the Board approving such Assessment. The funds collected pursuant to a special Assessment shall be used only for the specific purpose or purposes set forth in the notice of the special Assessment. In the event that funds are used for the specific purpose or purposes, and excess funds remain, the excess funds will be retained by the Association as part of the Common Surplus, and may at the discretion of the Board, be returned to the owners or applied as a credit toward future Assessments. However, if the funds are not used at all for specific purpose(s) stated in the notice, then those funds not so used, in the stated amount, shall be returned to the owners. ~~The foregoing power and duties of the Association have been delegated to the Management Firm, as provided in the Management Agreement attached to the Declaration of Condominium to which these By-Laws are attached. All funds due under these By-Laws, and the Long-Term Lease and the Management Agreement, which are attached to the Declaration of Condominium to which these By-Laws are attached, and said Declaration of Condominium, are common expenses of this Condominium. The portion of the common expenses of this Condominium due under the Long-Term Lease, shall be fixed and determined and levied by the Lessor, under the provisions thereof, and the Management Firm, as long as the Management Agreement remains in effect and thereafter, the Board of Directors shall include said assessment determination in its budget and assessments and shall collect and remit same to the Lessor.~~

~~(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each unit owner, a statement of said unit owner's assessment. All assessments shall be payable to the Treasurer of the Association and, upon request, said Treasurer shall give a receipt for each payment made to him.~~

~~(c) The provisions of the Management Agreement attached to the Declaration of Condominium to which these By Laws are attached, shall supersede the provisions relative thereto in this Section and as to all Sections in Article VI of the By Laws. The Board of Directors has delegated the power and duty of making and collecting assessments to the Management Firm, as long as the Management Agreement remains in effect, except the Board of Directors retains the authority to make assessments as to the following-~~

~~(1) Special assessments for additional recreational or social activities on the Condominium property, subject to the written approval of the Management Firm.~~

~~(2) Acquisition of units, as provided in Article IX, of these By Laws, and pursuant to Article XIX. J., of the Declaration of Condominium to which these By Laws are attached, subject to the written approval of such parties as are specified therein.~~

~~(d) The Management Firm, as long as the Management Agreement remains in effect and, thereafter, the Board of Directors, shall may, if it desires, adopt a budget for each fiscal year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds to cover current expenses, and which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, (except expenditures chargeable to reserves, to additional improvements, or to operations); reserve for deferred maintenance which shall occur less frequently than annually; reserve for replacement which shall include funds for repair or replacement required because of damage, depreciation or obsolescence; betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the common elements; operations – the amount of which may be to provide working funds or to meet losses. To the extent required by the Administrative Rules, the annual budget shall include all estimated expenses or expenditures including the categories set forth in F.S. 718.504(2)(c). As to those elements of such budget which constitutes an expense in connection with Century Village Club recreational facilities, such expenses shall be determined by the Lessor thereunder and shall be incorporated in the Condominium's budget for the ensuing fiscal year. A copy of the proposed budget and a notice stating the date, time and place of the Board meeting shall be mailed to or served on the owner of each unit not less than fourteen (14) days prior to the date of that meeting. The Board of Directors further has the power to amend (increase) the annual budget should same be necessary to pay for valid common expenses, or to amend (decrease) the annual budget should same be warranted, all in the discretion of the Board of Directors.~~

Section 5. Application of Payments and Co-Mingling of Funds. All sums collected by the Association from assessments may be co-mingled in a single fund or divided into more than one fund, as determined by the ~~Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the~~ Board of Directors of the Association. All assessment payments by a unit owner shall be applied as to interest, delinquencies, costs and attorney's fees', other charges, expenses and advances, rent under the Long-Term Lease, as provided herein and in the Declaration of Condominium, and general or special assessments, in such manner and amounts as the ~~Management Firm, as long as the Management Agreement remains in effect, determines in its sole discretion, and, thereafter, as the~~ Board of Directors determines in its sole discretion. ~~The Management firm may co-~~

~~mingle the Association's fund with the funds of other entities in Century Village for whom it is acting as Manager.~~ The foregoing is subject to the provisions of the Long-Term Lease.

Section 6. **Acceleration of Assessment Installments Upon Default.** If a unit owner shall be in default in the payment of an installment upon any assessment, the ~~Management Firm or the~~ Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the Notice, but not less than fifteen (15) days after delivery of or the mailing of such Notice to the unit owner.

ARTICLE VII. ADDITIONS OR ALTERATIONS

There shall be no additions or alterations to the common elements or limited common elements of the Condominium which this Association operates and maintains, except as specifically provided for in Article XIV – B of the Declaration of Condominium to which these By-Laws are attached. ~~The Management Firm shall have the right to make assessments for additions or alterations to the common elements or limited common elements, without the approval of the Board of Directors of this Association and the members of this Association, provided said assessment therefore does not exceed the amount specified in the Declaration of Condominium to which these By Laws are attached, and further provided that said assessment is in accordance with these By Laws and the said Declaration of Condominium.~~

ARTICLE VIII. COMPLIANCE AND DEFAULT

Section 1. Violation.

I. In the event of a violation (other than the non-payment of an assessment) by the unit owner in any of the provisions of the Declaration of Condominium, of these By-Laws, or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors may notify the Unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

(a) An action at law to recover for its damage, on behalf of the |Association or on behalf of the other unit owners.

(b) An action in equity to enforce performance on the part of the unit owner: or

(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

(d) An action to levy a fine against the Unit of the offending Owner(s).

II. Each and every such violation shall be the responsibility of and attributed to the owner (and his unit) regardless of whether the offending party is in fact the owner or the owner's tenant(s), or their family, agent(s), guest(s), visitor(s), servant(s), etc. As such, the owner is responsible for the actions of the owner's tenant(s) and family, agents(s), guest(s), visitor(s), servant(s), etc.

Upon finding by the Court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health, may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were of part of the common expenses.

III. Fines. No fine shall be imposed against an owner by the Association for any violation unless and until the offending party or parties (which always shall include the owner) has/have been given not less than fourteen. (14) days written notice of the following:

- a. The owner responsible for the violation(s).
- b. The nature of the violation and the name(s) of the violator(s), if known.
- c. The maximum amount of fine for each violation of the particular provision of the Condominium Documents, and/or Rules and Regulations and/or law.
- d. The date, time and place of a meeting, at which meeting the Committee referred to below shall determine whether the owner (for himself/herself, family guests, servants, agents, etc., or other Occupants of the unit), is guilty of the Violation, and if so, shall impose a fine for the violation.
- e. The Association shall be permitted to include in the Committee meeting notice, the following optional information: A hearing shall be scheduled at a specified day and time and at a specified time on each day thereafter; with each day that the violation continues constituting a separate violation resulting in a separate fine.

IV. Level of Fines. A fine for each violation shall be in amount(s) as set by the Board of Directors not to exceed the maximum amount permitted by the Condominium Act as amended from time to time. This fine may be levied at the particular rate for each day that the violation occurs, on a running per day basis, so long as the Board's notice informs the offending party or parties of this possibility. The maximum total fine shall be as provided for in the Condominium Act as amended from time to time.

V. Record Keeping. The Association shall maintain a file of all notices issued and findings of the Committee in order that a record of offenses and offenders may be kept.

VI. Hearing Before Committee of Owners.

a. A party against whom a fine may be levied by the Association shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

b. Failure of the owner and the violator in question to appear at the scheduled hearing may result in the automatic vote by the Committee that the owner is in violation, whereupon the fine may be levied without further advance warning.

c. The Committee shall be comprised of such members as provided for in the Condominium Act and Administrative Rules, as amended from time to time and in the absence of such provision, then as selected by Board of Directors.

VII. Collection of the Fine. Once a fine is deemed to be due and owing, the Association shall provide written notice to the owner of the fine due owing, with due date for payment.

VIII. Concurrent Remedies. The fine system may be invoked independently of or concurrently with any other remedies provided for in the Condominium Documents or Law. As such, the fine system is not a condition precedent to the Association's pursuit of other remedies available to it under the Condominium Documents or under the law. Also, the fact that a fine is levied and/or paid does not constitute compliance with the Condominium Documents, Rules and Regulations and law, if in fact the violation(s) remain(s). An Association may suspend the voting rights of a parcel or Member for the nonpayment of any fee, fine, or other monetary obligation due to the Association that is more than 90 days delinquent and may suspend and revoke other rights as set forth in the Declaration as allowed by law, and as may be amended from time to time.

Section 2. Negligence or Carelessness of Unit Owner, etc. All unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agent or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said Unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses. This section shall also be interpreted as meaning and including the Condominium property and the recreational facilities under the Long-Term Lease, both real and personal.

Section 3. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

Section 4. No Waiver of Rights. The failure of the Association or of a unit owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents, shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition of the future.

Section 5. No Election of Remedies. All rights, remedies and privileges granted to the Association or unit owner, pursuant to any terms, provisions, covenants or conditions of the Condominium documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies or privileges as may be granted to such other party by Condominium documents, or at law, or in equity.

~~Section 6. The Management Firm, as long as the Management Agreement remains in effect, shall act on behalf of the Board of Directors of the Association, and on its own behalf, with the same power and authority granted to the Board of Directors of the Association as to all matters provided under this Article VIII., Section 1 through 5 inclusive and said Sections 1 through 6 inclusive of this Article VIII., shall be interpreted as including within the context of such sections, violations of the Management Agreement attached to the Declaration of Condominium to which these By-Laws are attached. Section 2 above shall also be interpreted as meaning and including the Condominium property and the recreational facilities under the Long Term Lease, both real and personal. The Management Firm may act upon its own determination or upon the determination and direction of the Board of Directors of the Association, as to Section 1 herein above. Should the Management Firm fail to act, as directed by the Board of Directors as to Section 1 above, the Board of Directors may act on their own behalf; however, due to the diverse types of situations that may arise between unit owners, stemming out of alleged violations, the Management Firm shall not be liable or responsible to the Association, its Board of Directors, or the unit owners, for its failure to act as directed by the Board of Directors, as to Section 1, hereinabove.~~

ARTICLE IX. ACQUISITION OF UNITS

Section 1. Voluntary Sale or Transfer. Upon receipt of a unit owner's written notice of intention to sell or lease, as described in Article XI., of the Declaration of Condominium to which these By-Laws are attached, the Board of Directors shall have full power and authority to consent to the transaction, as specified in said Notice, or object to same for good cause, or to designate a person other than the Association as designee, pursuant to the provisions of said Article XI., without having to obtain the consent of the membership thereto. The Board of Directors shall have the further right to designate the Association as being "willing to purchase, lease or rent", upon the proposed terms upon adoption of a resolution by the Board of Directors recommending such purchase or leasing to the membership, but not withstanding the adoption of such resolution and such designation by the Board of Directors, the Association shall not be bound and shall not so purchase or lease, except upon the authorization and approval of the affirmative vote of voting members casting not less than sixty percent (60%) of the total votes of the unit owners present at any regular or special meeting of the unit owners wherein said matter is voted upon. The provisions of Article XI.E.6., of the Declaration of Condominium to which these By-Laws are attached, and the provisions of the Management Agreement attached to the aforesaid Declaration of Condominium to which these By-Laws are attached, and the provisions of the Management Agreement attached to the aforesaid Declaration of Condominium, shall supersede the provisions herein relative thereto.

Section 2. **Acquisition on Foreclosure.** At any foreclosure of a unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than sixty percent (60%) of the total votes of the unit owners present at any regular or special meeting of the unit owners wherein said matter is voted upon, acquire in the name of the Association, or its designee, a Condominium parcel being foreclosed. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, excluding lien for assessments. The power of the Board of Directors to acquire a Condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale – the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of unit owners at the foreclosure sale of a unit due to the foreclosure of the Association's lien for assessments under the provisions of Article X, of the Declaration of Condominium to which these By-Laws are attached.

ARTICLE X. AMENDMENTS TO THE BY-LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the unit owners, provided:

(1) Notice of the meeting shall contain a statement of the proposed Amendment.

(2) The Amendment shall be approved by the affirmative vote of the voting members casting not less than ~~three-fourths (3/4ths)~~ two-thirds (2/3) of the total votes of the unit owners and,

(3) Said Amendments shall be recorded and certified, as required by the Condominium Act. ~~Notwithstanding anything above to the contrary, until one of the events in Article III, Section 6, of the By-Laws occurs, these By-Laws may not be amended without a prior resolution requesting the said Amendment from the Board of Directors.~~

(4) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval of the Lessor under the Long-Term Lease, and as required for the Amendment to the Declaration of Condominium to which these By-Laws are attached.

ARTICLE XI. NOTICES

Whatever Notices are required to be sent hereunder, shall be delivered or sent in accordance with the applicable provisions for notices, as set forth in the Declaration of Condominium to which these By-Laws are attached.

ARTICLE XII. INDEMNIFICATION

The Association shall indemnify every Director and every Officer, his heirs, executors, and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees to be approved by the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XIII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIV. LIMITATION OF LIABILITY

Notwithstanding the duty of ~~the Management Firm and the~~ Association to maintain and repair parts of the Condominium property, ~~the Management Firm and~~ Association shall not be liable for

injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, or by other owners or persons.

ARTICLE XV. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition), shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, the Declaration of Condominium, or these By-Laws.

ARTICLE XVI. LIENS

Section 1. **Protection of Property.** All liens against a Condominium unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Condominium unit shall be paid before becoming delinquent, as provided in these Condominium documents, or by law, whichever is sooner.

Section 2. **Notice of Lien.** A unit owner shall give notice to the ~~Management Firm and the~~ Association of every lien upon his unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

Section 3. **Notice of Suit.** Unit owners shall give notice to the ~~Management Firm and the~~ Association of every suit or other proceeding which will or may affect title to his unit or any part of the property, such notice to be given within five (5) days after the unit owner receives notice thereof.

Section 4. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

ARTICLE XVII. CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

Section 1. **As to Common Elements.** The ~~Management Firm, as long as the Management Agreement remains in effect, and thereafter, the~~ Board of Directors, may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the Condominium, and any facilities or services made available to the unit owners. A copy of the Rules and Regulations adopted from time to time, as herein provided, shall, from time to time, be posted in a conspicuous place.

Section 2. **As to Condominium units.** The ~~Management Firm, as long as the Management Agreement remains in effect, and thereafter, the~~ Board of Directors, may, from time to time, adopt or amend previously adopted Rules and Regulations, governing and restricting the use and maintenance of the Condominium unit(s), provided, however, that copies of such Rules and Regulations, prior to the time the same become effective, shall be posted in a conspicuous place on the Condominium property, and/or copies of same shall be furnished to each unit owner.

Section 3. **Building Rules and Regulations.** The building Rules and Regulations hereinafter enumerated shall be deemed in effect until amended by the ~~Management Firm, as previously provided, and thereafter, by the~~ Board of Directors, and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said building Rules and Regulations are as follows:

1. The sidewalk, entrances, passages, elevators, if applicable, vestibules, stairways, corridors, halls and all of the common elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature be stored therein. Children shall not play or loiter in halls, stairways, elevators, or other public areas.

2. The personal property of all unit owners shall be stored within their Condominium units, or where applicable, in an assigned storage space.

3. No garbage cans, supplies, milk bottles, or other articles shall be placed in the halls, on the balconies or porches/patios, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other article, be shaken or hung from any of the windows, doors, porches/patios or balconies, or exposed on any part of the common elements. Fire exits shall not be obstructed in any manner, and the common elements shall be kept free and clear of rubbish, debris, and other unsightly material.

4. No unit owners shall allow anything whatsoever to fall from the window, porch/patio or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls, porches/patios or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds.

5. Refuse and garbage shall be deposited only in the area provided therefor.

6. NO UNIT OWNER SHALL STORE OR LEAVE BOATS OR TRAILERS ON THE CONDOMINIUM PROPERTY.

7. Employees of the Association ~~or Management Firm~~ shall not be sent out of the building by any unit owner at any time for any purpose. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the ~~Management Firm or Association~~.

8. ~~Servants and~~ Domestic help of the unit owners may not gather or lounge in the public areas of the building or grounds.

9. The parking facilities shall be used in accordance with the regulations adopted by the ~~Management Firm, as previously provided, and thereafter, by the~~ Board of Directors. No vehicle which cannot operate on its own power shall remain on the Condominium premises for more than twenty-four hours, and no repair of vehicles shall be made on the Condominium premises.

10. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used on any screened or unscreened porch/patio may be determined by the ~~Management Firm, as previously provided, and thereafter, by the~~ Board of Directors, should they choose promulgate rules and at their discretion., ~~and a unit owner shall not place or use any item on a screened porch without the approval of said Management Firm and, thereafter by the Board of Directors of the Association.~~

11. No unit owner shall make or permit any disturbing noises in the building by himself, his family, ~~servants~~, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the unit owners. No unit owner shall play upon or suffer to be played upon, any musical instrument, or operate or suffer to be operated, a phonograph, televisions, radio or sound amplifier, in his unit, in such manner as to disturb or annoy

other occupants of the Condominium. No unit owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

12. No radio or television installation or other wiring, shall be made without the written consent of the ~~Management Firm, as previously provided, and thereafter, by the~~ Board of Directors, unless permitted by Law, as amended from time to time. Any antenna or aerial erected or installed on the roof or exterior walls of the building, without the consent of the ~~Management Firm, and thereafter, the~~ Board of Directors, in writing, is liable to removal without notice and at the cost of the unit owner for whose benefit the installation was made.

13. No sign, advertisement, notice or other lettering shall be exhibited, display, inscribed, painted or affixed in, on, or upon any part of the Condominium unit or Condominium property, by any unit owner or occupant.

14. No awning, canopy, shutter or other projections shall be attached to or placed upon the outside walls or roof of the building without the written consent of the ~~Management Firm, as previously provided and, thereafter, by the~~ Board of Directors.

15. ~~No~~ All blinds, shades, decorative panels, windows or door coverings which shall be attached to or hung, or used in connection with any window or door in a unit, in such a manner as to be visible to the outside of the building, must be neutral in color. All screens must be black, and all window frames must be aluminum. ~~without the written consent of the Management Firm, as previously provided, and thereafter, the Board of Directors of the Association.~~

16. The Association may retain a passkey to all units. No unit owner or occupant shall alter any lock or install a new lock without the written consent of the ~~Management Firm, as previously provided, and thereafter, the~~ Board of Directors of the Association. Where such consent is given, the unit owner shall provide the ~~Management Firm and the~~ Association with an additional key for use of the Association, pursuant to its right of access to the unit. Further, when a unit is left unoccupied and a vehicle is left on Association Property, owners shall leave a spare car key on the counter of the unit so that the vehicle may be moved in the event of an emergency.

17. No cooking shall be permitted on any ~~screened~~ porch/patio.

18. Complaints regarding the service of the Condominium shall be made in writing to the ~~Management Firm, as long as the Management Agreement remains in effect, and thereafter, to the~~ Board of Directors of the Association.

19. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any unit, except such as are required for normal household use.

20. ~~Payments of monthly assessments shall be made at the Office of the Management Firm, as designated in the Management Agreement, Payments made in the form of checks shall be made to the order of "Village Management, Inc." Payments of regular assessments are due on the 1st day of each month, and if such payments are ten (10) or more days late, same shall be subject to late charges, as provided in the Declaration of Condominium.~~

20~~1~~. Each unit owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure by (a) – removing all furniture, plants and other objects from his ~~screened~~ porch/patio prior to his departure; and (b) – designing a reasonable firm or individual to care

for his unit should the unit suffer hurricane damage, and furnishing the ~~Management Firm~~ Association with the name of said firm or individual. Such firm or individual shall contact the ~~Management Firm~~ Association for clearance to install or remove hurricane shutters.

212. Food and beverage may not be consumed outside of a unit except for such areas as are designated by the ~~Management Firm~~ and Board of Directors of the Association.

22. No pressure washing of porches/patios shall be permitted.

Section 4. Conflict. In the event of any conflict between the Rules and Regulations contained herein, or from time to time amended or adopted, and the Condominium documents, or the Condominium Act, the latter shall prevail. Where required by the Condominium Act, any amendments to the Association Rules and Regulations herein shall be recorded in the Public Records of Palm Beach County, Florida, in the manner required by the Condominium Act.

ARTICLE XVIII. RECREATIONAL AREAS AND FACILITIES.

The use of the recreational area and facilities under the Long-Term Lease shall at all times be subject to such Rules and Regulations as the Lessor may establish from time to time in its sole discretion. Said recreational area and facilities shall only be used by the unit owners and those persons permitted by the Lessor, subject to the Rules and Regulations for said facilities. All children who are under such age as specified by the Lessor, must be accompanied by a responsible adult to the swimming pool and lake area, and the recreational facilities in general. Any damage to equipment or the premises caused by a unit owner, his family, servants, guests, invitees, etc., shall be paid for by the unit owner responsible thereof, and the costs thereof shall be a charge and lien upon the unit owner's parcel as a special assessment, which sum shall be determined solely by the Lessor and shall be billed to the unit owner as Lessor directs.

If any irreconcilable conflict should arise or exist with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of the Declaration of Condominium shall prevail.

**AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
THE BERKSHIRE J CONDOMINIUM ASSOCIATION, INC.
A CORPORATION NOT FOR PROFIT**

In order to form a corporation under and in accordance with the Provisions of the laws of the state of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of the corporation shall be as indicated in the title of this instrument. This corporation shall hereinafter be referred to as the "Association"

II.

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act", to operate that certain Condominium, known as the Berkshire J Condominium (hereinafter referred to as the "Condominium"), at Century Village, West Palm Beach, Florida.

III.

The Association shall have the following powers:

1. The Association shall have all of the powers and privileges granted to corporations not for profit except where the same are in conflict with the Declaration of Condominium and Exhibits attached thereto.

2. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, except as limited herein, as specified in the Declaration, except as limited herein, as specified in the Declaration of Condominium and F.S. 718.444 including, but not limited to:

(a) To make and establish Rules and Regulations governing the use of the Condominium property.

(b) To levy and collect assessments against members of the Association to defray the expenses of the Condominium as provided for in the Declaration of Condominium and Exhibits attached thereto; to levy and collect Charges, to collect for delinquent Assessments by suit or otherwise, to abate nuisances, and to enjoin or seek damages from the unit owners for violations of the Association's Governing Documents.

(c) To maintain, improve, repair, reconstruct, replace, operate, protect, add to and manage the Condominium Property. Further, to make repairs and restoration of the Condominium Property in accordance with the provisions of the Condominium Documents, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(d) To contract for the management of the Condominium.

(e) To enforce the provisions of said Declaration of Condominium and Exhibits attached thereto and the Rules and Regulations governing the use of said Condominium.

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon the Association.

(g) As provided in the Declaration of Condominium, to acquire and enter into agreements whereby the Association acquires leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other use or benefit of the members.

(h) To approve or disapprove of the transfer, mortgage, ownership, leasing and occupants of Condominium Units.

(i) The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Association, to grant exclusive licenses, easements, permits, leases or privileges to any individual or entity, including non-Unit Owners, which affect the common elements or limited common elements and to alter, add to, relocate or improve the common elements and limited common elements, provided, however if any limited common elements are affected, the consent of the Owner(s) of the Unit(s) to which such limited common elements are appurtenant must be obtained by the Association.

(j) The provisions of the Declaration of condominium and Exhibits attached thereto which provide for the conduct of the affairs of the Association and create, divide, limit and regulate the powers of the Association, directors, and members shall be deemed provisions hereof.

(k) To determine and adopt an annual budget of common expenses required for the operation of the Condominium and Association.

(l) To purchase insurance upon the Condominium for the protection of the Association and its members, as required by law.

(m) To make improvements of the Properties, subject to any limitations contained in the Declaration, and to reconstruct improvements after casualty.

(n) To maintain bank accounts on behalf of the Association and the designation of the signatories required therefor.

(o) To borrow money with the following limitations: The Association shall have the right to borrow money upon the approval by the Board of Directors alone up to an amount which is up to 20% of the annual budget, including reserves. However, if the amount of same shall 20% of the annual budget, including reserves, then the loan may not be made unless ratified by a majority of the voting interests of all members of the Association at a Member's Meeting called for such purpose.

(p) The Association or its designee, acting through the Board, shall have the right to purchase, lease or acquire units in the Association.

(q) To purchase units at foreclosure or other judicial sales, in the name of the Association or its designee.

(r) To sell, lease, mortgage or otherwise deal with units acquired by, and subleasing units leased by, the Association or its designee.

(s) To levy fines against the unit owners for violations of the Association's Rules and Regulations established by it to govern the conduct of the unit owners.

(t) To provide exterminating services to the units and the common elements.

(u) To enter into and upon units during reasonable hours, and with as little inconvenience to the unit owner as possible when necessary for the maintenance, repair or replacement of any Condominium property or of any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Condominium property.

IV.

The qualification of members, the manner of their admission, termination of such membership, and voting by members shall be as follows:

1. The owners of all Units in the Condominium shall be members of the Association. No other persons or entities shall be entitled to membership.

2. Subject to the provisions of the Declaration of Condominium and the By-Laws of this Association, membership shall be established by the acquisition of fee title to a Unit in the Condominium. The membership of any party shall be automatically terminated upon his being divested of title to all Units owned by such member in the Condominium. Membership is non-transferable except as an appurtenance to a Unit.

3. On all matters on which the membership shall be entitled to vote, there shall be one vote for each Unit in the Condominium. Such vote may be exercised or cast by the owner or owners of each Unit in such manner as is provided for in the Declaration or in the By-Laws adopted by the Association.

V.

The Association shall have perpetual existence.

The principal office of the Association shall be located at 201 Berkshire J, West Palm Beach, FL 33417. The registered ~~office~~ agent of the Association shall be located at:

201 Berkshire J,
West Palm Beach,
FL 33417

~~Seacrest Management, Inc., 3700 Georgia Avenue, West Palm Beach, FL 33405, McCloskey.~~

~~The affairs of the Association will be managed by a Board of Administration consisting of four (4) persons.~~

VII.

The affairs of the Association will be managed by a Board of Administration consisting of no less than three (3) and no more than five (5) directors who shall be members of the Association.

Directors of the Association shall be elected at the annual meeting in the manner provided by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

The Directors named in these Articles shall serve pursuant to the By-Laws and the Condominium Act and any vacancies in their number occurring shall be filled as the By-Laws provide.

~~The name and addresses of the members of the Board who shall hold office Unit their successors are elected and have qualified, or Unit removed, are as follows:~~

The Board of Directors shall have the power to adopt the budget to the Association and Condominium.

The Board shall be subject to recall as provided in F.S. 718.112 (to the extent legally valid).

VIII.

Subject to the provisions of the By-Laws, the officers of the Association shall be elected by the Board at their first meeting following the members annual meeting. Officers shall serve at the pleasure of the Board. ~~The names of the initial officers who shall serve until their successors are selected are as follows:~~

IX.

~~The incorporator to these articles of Incorporation is~~

X.

The original By-Laws of the Association are attached as an exhibit to the Declaration. The By-Laws may be altered or rescinded by the Board and the voting interests in the Association subject to the provisions thereof.

XI.

These Articles of Incorporation may be amended in the following manner:

1. Proposal. Amendments to these Articles may be proposed upon a vote of a majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a meeting of members, or amendments may be proposed by the members of the Association upon vote of a majority (51%) of the voting interest entitled to vote at a meeting for which notice of the proposed amendment has been given.

2. Call for Meeting. Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the Board and the membership. It shall be the duty of the Secretary to give each member written notice stating the place, day and hour of the meeting and setting forth the proposed amendment or a summary of the changes to be effected thereby and an identification of agenda items for which the meeting is called. Notice shall be delivered

not less than ~~twenty (20)~~ fourteen (14) or more than sixty (60) days before the date of the meeting, either, personally or by first class mail. Notice shall additionally be posted at a conspicuous location on the Condominium Property. If the notice is mailed with postage thereon prepaid, at least ~~twenty (20)~~ fourteen (14) days before the date of meeting, it may be done by a class of United States mail other than first class. If mailed, such notice shall be deemed to be delivered when deposited in the United State mail addressed to the member at his address as appears on the membership book.

3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved, at a duly called meeting, by an affirmative vote of ~~two-thirds of the Board and seventy-five percent (75%)~~ two-thirds (2/3) of the voting interests entitled to vote thereon.

Notwithstanding the foregoing, these Articles may only be amended with the written approval of the Lessor under the Long-Term Lease, and as required for the Amendment to the Declaration of Condominium to which these Articles are attached.

4. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendments so adopted.
- (c) The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of the State of Florida for approval.

XII.

The share of any member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to a Unit. The funds and assets for the Association shall belong solely to the Association and are subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purpose authorized in the Declaration of Condominium and Exhibits attached thereto.

XIII.

All the provisions of the Declaration and Exhibits attached thereto shall be deemed ratified and fully disclosed hereunder. The term of the Association shall be perpetual.

XIV.

~~The Association does and shall indemnify its officers and directors as provide in the By Laws.~~

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a Committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding (or settlement or appeal of such proceeding) (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, officer or member of a Committee of the Association. Indemnification of Directors and Officers shall also be provided for in Section 617.0831, Florida Statutes, as amended from time to

time. In the event of conflict between this Article XIV and said statute, the intent shall be to provide the broadest protection possible to Directors and Officers. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved.

A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor; or

B. A violation of criminal law, unless the Director or officer has no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his action was lawful; or

C. A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Directors or office may be entitled.

CERTIFICATE OF APPROVAL OF AMENDMENT

I HEREBY CERTIFY that the Amendments to: (a) the Berkshire J Condominium Association of Century Gardens Condominium Apartments at Century Village Declaration of Condominium; (b) the By-Laws for the Berkshire J Condominium Association, Inc.; and, (c) the Articles of Incorporation for the Berkshire J Condominium Association, Inc., all of which are attached to this Certificate, have been approved by W.P.R.F., Inc.

IN WITNESS WHEREOF, the undersigned President has executed this Certificate of Amendment this 8th day of JULY, 2019.

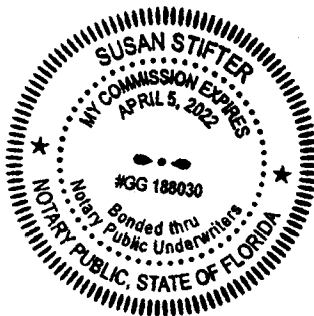
W.P.R.F., INC.

a Delaware corporation

BY: Mark F. Levy, President

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 8th day of JULY, 2019, by Mark F. Levy, **President** of W.P.R.F., Inc., who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



Susan Stifter
Notary Public