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This instrument prepared by
And return to :
James N. Krivok, Esquire
James N. Krivok, PA
519 S.E. Meadow Wood Way
Stuart, FL 34997
Phone: 772-485-8505

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM AND BY-LAWS OF WELLINGTON H,
A CONDOMINIUM**

I HEREBY CERTIFY that the Amended and Restated Declaration of Condominium and Amended and Restated Bylaws for Wellington H, a Condominium attached as Composite Exhibit "1" to this Certificate was approved by the Board of Directors and by a vote of the members of the Wellington H Condominium in accordance with the Declaration of Condominium and By-Laws for Wellington H, a Condominium. The Declaration of Condominium for Wellington H, a Condominium is recorded in Book 2151, Page 308 et. seq. of the Official Records of Palm Beach County, Florida.

DATED this 5th day of ~~September~~ October, 2020.

As to witnesses:

[Handwritten signatures of Audrey J. Janyar and David Rabenow]

[SEAL]

Wellington H Condominiums Association, Inc

By: *[Handwritten signature of Carole Burns]*
Carole Burns, President

Attest: *[Handwritten signature of Janice Acompora]*
JANICE ACOMPORA
Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 5th day of ~~September~~ October, 2020, by Carole Burns and ~~JANICE ACOMPORA~~ *[Handwritten name]* as President and Secretary of Wellington H, a Condominium, respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me ~~or have produced~~ _____ and _____ as identification and who did take an oath.

[SEAL]



EDITH LEVINE
MY COMMISSION # GG 080718
EXPIRES: June 9, 2021
Bonded Thru Budget Notary Services

My Commission Expires:

[Handwritten signature of Edith Levine]
NOTARY PUBLIC
State of Florida at Large

This Instrument Prepared By
And Return to:
JAMES N. KRIVOK, ESQ.
JAMES N. KRIVOK, P.A.
519 S.E. Meadow Wood Way
Stuart, Fl 33409
(772) 485-8505

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
WELLINGTON "H" CONDOMINIUM**

**I
SUBMISSION STATEMENT**

The undersigned, being the owner of record of the fee simple title to the real property, as set forth hereinafter, situate 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, Ch. 718 (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. The Original Declaration of Condominium of Wellington H Condominium is recorded in Official Records Book 2151, Page 308 *et seq.*

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, means this instrument, as it may be from time to time amended.
- B. Association means the Wellington "H" Condominium Association, Inc. 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 a 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 one or more 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 Ch. 718 as the same may be amended or re-numbered from time to time.

H. Common Expenses means all expenses incurred by the Association in the performance of its duties, including expenses specified in §718.115.

I. Common Surplus means the excess of all receipts of the Association in a fiscal year including but not limited to assessments, and revenues on account of the common elements, over and above the amount of common expenses of this Condominium for the same fiscal year.

J. Condominium Property means and includes the land in a Condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto, intended for use in connection with the Condominium, including the undivided interest in the land and all improvements thereon as provided in the original Declaration and Exhibits thereto.

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 subject to private ownership.

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

O. Developer means CENTURY VILLAGE, INC., a Florida Corporation, its successors 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.

R. Condominium documents means the Declaration of Condominium, the Articles of Incorporation, the By-Laws, and all Exhibits annexed hereto, as the same may be amended from time to time.

S. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by 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. 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 any agreement made pursuant to Section 718.3025 F.S. which provides for the management of the Condominium Property.

V. Management Firm means and refers to any firm licensed under Part VIII, Ch. 468 F.S. or The United Civic Organization, Inc. (hereinafter "UCO") being responsible for the management of the Condominium Property, as provided in Section 718.3025 F.S. Use of the term "Management Firm or Association" or similar phrases shall mean the Management Firm's action if a Management Agreement is in effect and shall mean the Association action if no Management Agreement is in effect. UCO as such can be considered by the Association as a Management Firm.

II NAME

The name by which this Condominium is to be identified is as specified in Exhibit "A" to the original Declaration.

III

IDENTIFICATION OF UNITS

The Condominium Property consists of all Units in the condominium building, the Common Elements and other improvements, as set forth in Exhibit No. 1 to the original Declaration. For the purpose of identification, all Units in the condominium building located on said Condominium Property are given identifying numbers which are delineated on the Survey Exhibits collectively identified as Exhibit No. 1. See Survey Exhibits collectively attached as Exhibit 1, 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. Exhibit No. 1 also contains a survey of the land, a graphic description of the improvements in which the Units are located, and a 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 Unit Owner 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" to the original Declaration.

The fee title to each Condominium Parcel Unit shall include both the Condominium Unit and the above described undivided interest in the common elements Said undivided interest in the Common Elements shall be deemed to be conveyed with the 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 vote for each Unit. The record owner of a Unit shall be the person entitled to cast a vote at any meeting of the Association - such person shall be known (and is hereinafter 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. In the case where a Unit is owned by an entity, such as a corporation, partnership, LLC, trust, etc. an officer, director or principal thereof shall be designated by the entity as 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 a person(s) or entity owns more than one Condominium Unit, the person(s) or entity shall have one vote for each Unit that is owned. 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 any Management Agreement shall be shared by the Unit Owners as specified and set forth in "Exhibit A" to the original Declaration. The specified ratio of sharing common expenses and assessments shall remain, unchanged regardless of the purchase price of the Condominium Units, their location, or the building square footage included in each Condominium Unit. Any Common Surplus of the Association shall be owned by each Unit Owner in the same proportion as their percentage ownership interest in the common elements. Common expenses shall include reasonable transportation services, insurance for officers and directors, road maintenance and operation expenses, and security services which are reasonably related to the general benefit of the Unit Owners even when such services and expenses are not attached to or part of the Common Elements of the Condominium.

VII

METHOD OF AMENDMENT 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 fifty-one percent (51%) of those present in person or by proxy provided a quorum is present.

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 attached to this Declaration marked "Exhibit No. 2," and made a part hereof. The By-Laws shall be subject to the provisions of the Association's Articles of Incorporation attached hereto as Exhibit "No. 2a" and made a part hereof (if applicable).

No modification of or amendment to the By-Laws of the 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). 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 herein-above.

IX THE OPERATING ENTITY

The Association shall be the operating entity of the Condominium which shall be organized and fulfill its functions pursuant to the following provisions:

- A. The name of the Association shall be as specified in its Articles of Incorporation.
- B. The Association shall have all of the powers and duties necessary to operate the Condominium, including without limitation all 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, as set forth in this Declaration 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 Units in this Condominium, and their voting rights shall be as provided in Article V hereinabove and in the By-Laws 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 governed 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 a Unit.

F. Every owner of a Condominium Unit, whether ownership has been acquired 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 Long-Term Lease and a Management Agreement. In the event of a conflict in a provision of the Declaration and in the Bylaws, the Declaration provision shall control.

X

ASSESSMENTS

The Association, through its Board of Directors, may delegate to a Management Firm certain powers of the Association to 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. 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 Common Expenses shall be assessed against each Condominium Unit and Unit Owner, as provided for in Article VI of this Declaration. Assessments and installments thereof that are unpaid for over ten (10) days after due date, shall be deemed delinquent and shall bear interest at the rate of eighteen percent (18%) per annum from due date until paid; a late charge of \$25.00 shall be due and payable on each delinquent assessment or installment thereof, in addition thereto.

The Association shall have a lien on each Condominium Unit for unpaid assessments, together with interest thereon and late charges, 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 incurred by the Association incident to the collection of assessments, interest and late charges due or for the enforcement of such lien, together with all sums advanced and paid by the Association, in order to preserve and protect its lien, shall be payable by the Unit Owner and be 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. 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 the Association's 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 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.

Where the Mortgagee of an Institutional First Mortgage of record, obtains title to a Condominium Unit as a result of foreclosure of the First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to a Condominium Unit in lieu of foreclosure, such First Mortgagee, its successors and assigns, shall be liable for the share of common expenses or assessments of the Association pertaining to such Condominium Unit, and 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 shall be liable for unpaid assessments that accrued before the First Mortgagee acquired title as provided for in §718.116 as now in effect or as amended or re-numbered from time to time.

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 purchasers at judicial sales, shall be liable for all unpaid assessments as provided for in §718.116 Florida Statute as now in effect or as amended or re-numbered from time to time and 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 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 any third party.

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 his Unit, the Association shall have the option and right of first refusal to purchase said Unit, upon the same conditions as are offered by the Unit Owner to a third person. Any attempt by a Unit Owner to sell a Unit without making a 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.

Should a Unit Owner wish to sell his Condominium Unit (which means the Unit, together with the undivided share of the common elements appurtenant thereto), he shall, before accepting any offer to purchase or sell his Condominium Unit, deliver to the Board of Directors of the Association, a written notice containing the purchase agreement and the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale, or transfer is to be made, 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 of the Association, within thirty (30) days after receiving such notice and such supplemental information as is required by the Board of Directors or Management Firm, shall exercise its right of first refusal 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). If the Association does not timely exercise its right of first refusal as provided herein, such right shall be deemed waiver and the Unit Owner may proceed with the proposed sale of the Unit. Each Unit Owner shall use his or her Unit as a private dwelling for himself or herself and his or her immediate family, and for no other purpose including business purposes. The leasing of Units,

except as expressly provided below in cases of hardship, is prohibited. To meet a special situation and to avoid undue hardship or practical difficulties for a Unit Owner the Board of Directors may grant permission to an Owner to lease his or her Unit one time during the ownership of the Unit, to a specified lessee. No lease of any Unit permitted under the foregoing hardship exception shall be for a term of less than six (6) months nor more than twelve (12) months. The provisions of this Amendment shall not apply to leases already reviewed and approved by the Association as of the effective date of this Amendment. However, this Amendment shall apply at the expiration of any existing leases.

Failure of the Board of Directors to object for good cause, to a one-time lease of a Unit as provided for above, shall be deemed consent by the Board of Directors to the lease specified in the Unit Owner's notice, and the Unit Owner shall be free to make or accept the lease offer specified in his notice to the prospective tenant named therein, within ninety (90) days after his notice was given.

The consent of the Board of Directors of the Association to a one-time lease of a Unit for hardship reasons shall be in recordable form, signed by two Officers of the Association or the Management Firm, and shall be delivered to the purchaser or lessee. Should Board of Directors fail to act, as herein set forth and within the time provided herein, the Board of Directors of the Association or the Management Firm shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form, as aforesaid and no lease shall be deemed valid without the consent of the Board of Directors or Management Firm as herein set forth.

If the Board authorizes an Owner to lease a Unit on a one-time basis for hardship reasons as provided above the Association shall have the right to require that a substantially uniform form of Lease be used, or in the alternative, the Board of Directors' approval of the Lease form to be used shall be required. If hardship lease approval, as herein set forth, the entire Unit may be rented provided the occupancy is only by the approved Lessee and his family. No individual rooms may be rented, and no transient tenants may be accommodated. Where a Corporate entity is the owner of a Unit it must designate the occupants of the Unit as it desires, and for such period of time as it desires, in compliance with the provisions of this Article XI.

The Association shall have the right to investigate and must approve any occupant residing in a Unit for more than thirty (30) days, who is not a member of the Owner's family. In

connection with all such approvals, the Association may require the occupant to complete an application and to pay a reasonable investigation and approval fee to be determined by the Board from time to time.

B. MORTGAGE AND OTHER ALIENATION OF UNITS

1. 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 or Management Firm, and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.

2. 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). The phrase "sell, rent, or lease," in addition to its general definition, shall be defined as including the transferring of a Unit Owner's interest by gift, devise or involuntary or judicial sale.

In the event a Unit Owner dies and his Unit is conveyed or bequeathed to some person other than his spouse, children, or parents, or if some other person is designated by the decedent's legal representative to receive the ownership of the Condominium Unit, or if, under the laws of descent and distribution of the State of Florida, the Condominium Unit descends to some person or persons other than the decedent's spouse, children or parents, the Board of Directors of the Association or Management Firm may within thirty (30) days of proper evidence or rightful designation served upon the President or any other Officer of the Association or Management Firm, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as the owner of the Condominium Parcel.

If the Board of Directors of the Association or Management Firm shall consent, ownership of the Condominium Parcel may be transferred to the person or persons so designated, who shall, thereupon, become the owner(s) of the Condominium Parcel, subject to the provisions of the Enabling Declaration and the Exhibits attached hereto.

If, however, the Board of Directors of the Association or Management Firm shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash the said Condominium Parcel, at the then fair market value thereof. Should

the parties fail to agree on the value of such Condominium Parcel, the same shall be determined by an Appraiser appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, upon ten (10) days' notice, on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons, or the legal representative of the deceased owner, out of the amount realized from the sale of such Condominium Parcel. In the event the members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said Condominium Parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium Parcel; or, such person or persons; or the legal representative of the Deceased owner may sell the said Condominium Parcel, and such sale shall be subject in all other respects to the provisions of this Enabling Declaration and Exhibits attached hereto.

3. 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 purchaser, tenant or lessee, shall take subject to this Declaration, the By-Laws of the Association, the Long-Term Lease, and the Management Agreement, as well as the provisions of the Condominium Act.

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

(a) An Institutional First Mortgage holding a mortgage on a Condominium Parcel, or the Management Firm, or the Lessor under the Long-Term Lease, upon becoming the owner of a Condominium Parcel through foreclosure, or by Deed in Lieu of Foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for common expenses, or the lien under the Long-Term Lease, sell, lease or otherwise transfer said Unit, including the fee ownership thereof, and/or to mortgage said Parcel, or occupy said Parcel, without prior written approval of the Board of Directors or Management Firm. The provisions of Section A and B, Nos. 1-5, of this Article XI, shall apply to such Institutional First Mortgagee, or the Management Firm, or the Lessor under the Long-Term Lease, or acquirer of title, as aforescribed in this paragraph. After judicial sale of a Unit, or any interest therein, through foreclosure or other judicial process, the sale and purchaser must still be approved by the Association or Management Firm, which approval shall

be in recordable form, executed by two Officers of the Association or Management Firm, and delivered to the purchaser.

XII

INSURANCE PROVISIONS

A. LIABILITY INSURANCE

The Board of Directors of the Association shall obtain General Liability and Property Damage Insurance covering all of the common elements of the Condominium, and insuring the Association, the Unit Owners, as its and their interest appear, in such amounts and providing such coverage as 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 Association shall obtain Fire and Extended Coverage Building Insurance and Vandalism and Malicious Mischief Insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interests of the Association, with an Insurance Company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors. The premiums for such coverage and other expenses in connection with said Insurance shall be paid by the Association and shall be charged as Common Expense. The Company or Companies with whom 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.

2. Loss Payable Provisions All Policies purchased by the Association, shall be for the benefit of the Association, and all Unit Owners and their mortgagees, as their respective interests may appear. Said Policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association, which shall hold and disburse such proceeds in a separate "Repair and Reconstruction Account for the benefit of the

Association, Unit Owners and mortgages in accordance with their interest in the paid insurance proceeds as set forth below: .

(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) Mortgages: In the event a Mortgagee Endorsement has been issued as to a Unit, the share of the Unit Owner 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 Association shall be distributed as provided for above.

(a) Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired and restored, the insurance proceeds shall be used first to defray the cost thereof. Any proceeds remaining after defraying the actual cost for repair or replacement of damaged property shall be distributed to the beneficial owners, with all remittances due to Unit Owners and their mortgagees being payable jointly to them.

(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 because the condominium owners vote to dissolve the condominium and liquidate its

assets, the proceeds shall be disbursed to the beneficial owners. Remittances due Unit Owners and their mortgagees shall be paid jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(c) **Reliance Upon Public Records:** In making distribution to Unit Owners and their mortgagees, the Association may rely upon documents recorded in the public records to determine the names of the Unit Owners and their respective shares of the distribution.

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 to Common Elements Property.** Where a loss or damage occurs to Common Elements or other property covered by the Association's all hazard building insurance policy, it shall be obligatory upon the Association and the Unit Owner(s) to repair, restore and rebuild the damage caused by said loss.

(a) If the damage or loss is limited to the common elements property, with no, or minimum damage or loss to any individual Units the insurance proceeds shall be used to promptly contract for the repair and restoration of the damage.

(b) Subject to the foregoing, 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.

(c) 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 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 or restoration of the common elements, and against the individual Unit Owners for that portion of the deficiency as is attributable to an individual Unit; provided, however, that if the Board of Directors, finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual damaged Unit(s), 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 said damage had occurred to common elements property. The special assessment funds together with the insurance proceeds shall be used by the Association for the repair and restoration of the property.

(d) 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

6. 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 surplus in the insurance proceeds received by the Association after the payment of all costs of the repair and restoration, such balance shall be Deposited into the Association's Operating Account for payment of future common expenses.

7. 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.

8. Association's Power to Compromise Claim: 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 Association, and to execute and deliver Releases therefore, upon the payment of claims.

9. Each Unit Owner is required to obtain full replacement value property insurance covering all items within the Unit which are not covered by the Association's insurance policy and shall include a minimum of \$2,000 for loss assessment coverage. These items shall include the following. All personal property within the Unit or limited common elements, and floor, wall and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains,

drapes, blinds, hardware and similar window treatment components, or replacements or any of the foregoing which are located within the boundaries of the Unit.

The amount of the insurance required above shall be determined by a reputable insurance agent engaged by the Unit Owner for obtaining the OWNER'S required insurance on the Owner's unit property. The Association shall be named an additional named insured under each owner's policy.

The Association may require each owner to provide evidence a Certificate of full replacement value insurance coverage for the Owner's property and the \$2,000 loss assessment coverage as required above. If the owner does not timely furnish appropriate proof of insurance, the Association may purchase a policy on behalf of the owner. The cost of such policy may be collected as a special assessment against that Unit.

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

D. Such other Insurance as the Management Firm, or the Board of Directors of the Association, shall determine from time to time to be desirable.

E. Each individual Unit Owner shall be responsible for purchasing, at his own expense, Liability Insurance to cover accidents occurring within his own Unit, and for purchasing insurance upon his own personal property.

F. If available, and where applicable, the Management Firm, or 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, their respective servants, agents and guests, and the Management Firm.

XIII

USE AND OCCUPANCY

A. The owner of a Unit shall occupy and use the Unit as a single family private dwelling, for the Owner and the adult members of the Owner's family, and social guests, but only while the Owner is in residence. Social guests may visit in residence for a maximum of 30 days per year. Only the Owner's parents and adult children may occupy the Unit in the Owner's absence, with prior approval of the Board of Directors.

Unless the Unit is vacant, at least one permanent occupant must be age fifty-five (55) years of age or older. Otherwise, no person under the age of fifty-five (55) years of age shall be permitted to reside in any of the Units or rooms thereof in this condominium.

No children under fifteen (15) years of age shall be permitted to reside in any of the Units or rooms thereof in this Condominium, except that children may be permitted to visit and temporarily reside for reasonable periods, not to exceed 30 days in any calendar year.

B. This Condominium shall be deemed "housing for older persons," as such term is defined in the Federal Fair Housing Amendment Act of 1988 and registered with the State of Florida as housing for older persons as required by Statute.

To demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older and inasmuch as this Association was designed as part of an adult community, it shall be required at all times that at least eighty (80) percent of the Units must be occupied by at least one (1) person fifty-five (55) years of age or older per Unit. This amendment shall include Units under leasehold, if any.

The Board, upon application and review, may grant exceptions to occupancy and allow a limited number of persons under the age of fifty-five (55) years to occupy units within the condominium when the Board finds undue hardship to the applicant.

All prospective owners, lessees or occupants shall be notified of this restriction and must show proof of age.

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, 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 and other type properties, and may delegate to the 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 Manager may be authorized to assist the

Board of Directors in determining the budget, making assessments for common expenses and collecting assessments, as provided by this Declaration and By-Laws.

B. There shall be no material alterations or additions to the Common Elements or Limited Common Elements of this Condominium, 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, unless authorized by the Board of Directors and approved by not less than sixty-six and two-thirds percent (66-2/3%) of all the Unit Owners of this Condominium;. The cost of the foregoing shall be assessed as a Common Expense.

C. Each Unit Owner agrees as follows:

1. To maintain in good condition and repair, his Unit and all interior surfaces within or surrounding his Unit, including the screened porch (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:: air conditioning and heating units, 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, electric panels, electric wiring and electric outlets and fixtures within the Unit, and including those within the screened porch; interior doors, windows, screening and glass, including screening on the screened porch, sliding glass doors, including the operating mechanisms, all exterior doors, except the painting of exterior doors shall be a common expense of the Condominium; replace lights on screened porch and pay for all his utilities, i.e., electric, water, sewage and telephone. The cost of maintaining and replacing all floor coverings and floor finishes within the Unit shall be borne by the Unit Owner.

2. Not to make or cause to be made any structural addition or alteration to his Unit or any alteration to the common elements subject to the foregoing. Alterations within a Unit may be made by the Unit Owner. All work done within a Unit shall be performed by Contractors who are licensed and insured and permits shall be obtained when required by the local building official.

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. The Unit Owner 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 a Unit, and erect no exterior antenna or aerials, except as approved in writing by the Board of Directors.

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 approval, 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, or the Association, shall have the right to levy an assessment 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 its original condition. Said assessment shall have the same force and effect as all other assessments. The Management Firm, or 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, or by the Board of Directors of the Association, to enforce compliance with the provisions thereof.

E. The Association, 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, or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of the Association.

F. The Association shall be responsible for the maintenance, replacement and repair of the common elements and all portions of the Condominium Property not required to be maintained, repaired or replaced by the Unit Owner(s). 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 the responsibility of W.P.R. F. Where a Condominium abuts a roadway designated as a "collector road" within Century Village, by UCO, the cost of maintaining the roadway easement shall be U.C. O's responsibility. Collector roads within Century Village shall include, but are not limited to, Century Boulevard, North Drive, South Drive, East Drive, and West Drive.

XV

LIMITED COMMON ELEMENTS

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, Exhibit No. 1 to the original Declaration. 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. Should said maintenance, repair or replacement be caused by the negligence or misuse by a Unit Owner, his family, guests, servants and invitees, the Unit Owner shall be responsible therefore, and the Management Firm, or the Association, shall have the right to levy an assessment against the owner of said Unit, which assessment shall have the same force and effect as all other assessments. Where the limited common elements consists of a screened porch, the Unit Owner who has the right to the exclusive use of said screened porch 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, and the maintenance, care preservation and replacement of the screening on the said screened porch, and fixed and/or sliding glass doors in the entrance way to said screened porch, and the replacement of light bulbs on said screened porch, and wiring, electrical outlets and fixtures thereon. 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 to the original Declaration.

XVI TERMINATION

This Condominium may be voluntarily terminated in the manner provided for in Section 718.117 of the Condominium Act, at any time - however, the written consent of the 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 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) of the total vote of the members of the Association, and by all Institutional Mortgagees and the Lessor under the Long Term Lease, then the Association and the approving owners 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. Such approvals shall be irrevocable until the expiration of the option. If the option shall be exercised, the approval 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 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, 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 Parcel 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 amendments as recorded in ORB 5173, P1528, and ORB 5173, P1469, Public Records of Palm Beach County, 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 as Exhibit No. 3 to the original Declaration. 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, 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.

Neither the demised premises under the Long-Term Lease nor the Condominium Association and its members rights' thereto, shall be deemed a part of the Condominium Property of the Condominium created by this Declaration of Condominium.

XVIII

MANAGEMENT AGREEMENT

The Association may delegate to a Management Firm the power of the Association, through its Board of Directors, to prepare a proposed budget and calculate assessments for common expenses and collect assessments, for those periods of time as provided in this Declaration and Exhibits attached hereto.

The Association may delegate by Management Agreement to a Management Firm all duties and responsibilities of Sales under Article XI and Insurance under Article XII:

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, wall paper, 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 rebuilt, 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 of the use and enjoyment of any of the 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 Parcel.

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 as set forth in this Declaration. The total of all said percentages equals 100% of the value of all of the land and improvements thereon.

E. All provisions of this Declaration and Exhibits attached hereto, and Amendments thereof, shall be construed to be covenants running with the land, and every Unit Owner and any claimant of any interest in a Unit, together with his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of the Declaration and Exhibits annexed hereto and Amendments thereof.

F. If any provision(s) of this Declaration, or of the By-Laws, or of the Long-Term Lease 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 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 received for, specified a different address. Proof of such mailing or personal delivery by the Association 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 Century Village Inc. shall be delivered by mail at: Century Village, West Palm Beach, Florida 33417.

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly received 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. The "Remedy for Violation," provided for by Section 718.303 of the Condominium Act, shall be in full force and effect. In addition thereto, should the Association find it necessary to bring a Court action against a Unit Owner(s) 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 was committed, the Unit Owner so violating shall be liable to the Association for reasonable Attorney's fees incurred by it in bringing such action, as determined by the Court.

I. 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 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 expenses.

J. 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.

K. 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.

L. 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.

M. 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 except there shall be no Amendment affecting the Long-Term Lease which would change a Unit Owner's 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. 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 N.

N. The Condominium Property may not be abutting, contiguous or adjacent to any public street, road, or right-of-way. UCO covenants to provide access from North Haverhill Road and Okeechobee Boulevard (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 resident 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; a Memorandum of Agreement, ORB 8328, Page 1533, June 30, 1994; a Roadway Easement, ORB 8328, Page 1546, June 30, 1994; a Quit Claim Deed, ORB 8653, Page 1006, March 10, 1995; a Quit Claim Deed, ORB 8864, Page 1084, August 4, 1995; and a Corrective Quit Claim Deed, ORB 8910, Page 247, Sept. 7, 1995 all of the Public Records of Palm Beach County, Florida, and all persons designated by UCO 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 UCO shall have the continuous right to change and relocate 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. UCO 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 UCO 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 to the original 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 to the original 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. The term "lagoon" when used throughout this Declaration and Exhibits attached shall include the term "lake."

O. 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, 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 the 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 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 and 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).

P. Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida as amended or re-numbered from time to time are incorporated by reference and included herein, 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 the Condominium Act as amended from time to time shall prevail and shall be deemed incorporated therein.

Q. No Condominium Parcel owner shall bring, or have any right to bring, any action for partition or division of the Condominium Property.

R. A portion of this Condominium may be all or a portion of a lake or lagoon, or such lake or lagoon may be a portion of the demised premises under the Century Village Club Recreation facilities Lease. Where said lake or lagoon is a part of the demised premises, the same shall be subject to the Rules and Regulations and provisions in regard thereto, promulgated by the Lessor under the Long-Term Lease, and as provided in said Long-Term Lease, and no improvements shall be constructed on the Condominium adjacent to said lake or lagoon area without the written consent of the Lessor thereof being first obtained. Where a portion of this Condominium is all or a portion of a lake or lagoon, such lake area and any improvements

thereon shall be subject to the Rules and Regulations as promulgated by the Management Firm, as long as the Management Agreement remains in effect and, thereafter, by the Associations responsible for the operation and maintenance of same, and any improvements on the Condominium in the area adjacent to such lake or lagoon area must first be approved in writing by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Associations responsible for the operation and maintenance of said lake or lagoon. Where said lake or lagoon is a portion of a Condominium, the use thereof and any improvements thereon, and any improvements on a Condominium adjacent to said lake, shall, in addition to the foregoing, be subject to the written approval of the Lessor under the Century Village Club recreation facilities Lease first being had and obtained.

S. The Wellington pools are controlled by and subject to the Rules and Regulations of the Wellington Federation. The Unit Owners hereby covenant and agree to be bound by all of such Rules and Regulations, and said parties shall obey same and be responsible for their being obeyed by the said Unit Owners, their family, guests, invitees and servants.

Should a Unit Owner fail to pay an assessment for common expenses, as required under the terms of this Declaration of Condominium, for the period of time specified herein, whereby said assessment becomes delinquent, the Association may deny the Unit Owner and/or the authorized user of the Wellington pools the use and enjoyment of same until such time as all assessments are paid. The Association shall further have the right, in its sole discretion, to suspend any Unit Owner and/or authorized user of the Wellington pool from the use of same for a period not to exceed thirty (30) days, for any infraction of the promulgated Rules and Regulations pertaining to said facilities. Should the Unit Owner or the authorized user of the pool area rights to use same be suspended, there shall be no reduction in the assessments due and payable by said Unit Owner or authorized user.

Any person who is the owner of a Condominium Unit in this Condominium, together with spouse and other members of said Parcel Owner's immediate family, who are in residence in the Condominium Unit, as provided herein, and who are at least such age as is specified in this Declaration of Condominium or the Rules and Regulations, may use the Pool area, as provided herein. Where a Corporation is a Parcel Owner, the use of the Pool area shall be limited at any one time to such officer, director or employee of said Corporation who resides

in the Unit and such individual shall be deemed to be the Condominium Parcel Owner for the purposes of this paragraph. All Unit Owners' children and children of guests or invitees who are under such age as established by Rules and Regulations adopted by the Board must be accompanied by an adult to the Pool area. Guests and invitees of a Unit Owner, including children under an age specified in this Declaration of Condominium, whether in temporary residence in the Condominium or not, may only be permitted to use the Pool area, if at all, subject to the Rules and Regulations adopted by the Association in its sole discretion, including the payment of additional compensation therefore, it being understood and agreed that the Pool area is primarily designed for the use and enjoyment of Unit Owners. Notwithstanding the foregoing, where a child in residence in a Condominium Parcel is the son or daughter of the Parcel Owner, such parent shall not be required to pay additional compensation for use by said child of the Pool area.

Where there is more than one Association, each Association shall be entitled to appoint one person who shall exercise the rights, duties, privileges and obligations as to the Pool area. This proviso shall be controlling, regardless of the size or number of Units that said Association operates. Said parties shall have the right to determine and assess the budget required to operate and maintain the Pool area and pay its expenses. Each Association shall have one (1) vote.

The term "Association" where used throughout this sub-paragraph "S" shall include and mean the entities responsible for the operation of the condominium apartment buildings, and each apartment building and its Unit Owners, if same is a Condominium, and its occupants, if said apartment building is not a Condominium, shall be entitled to the use and enjoyment of the _____ Pool area, as provided herein.

ARTICLE XX

Notwithstanding any other term herein to the contrary, Common Expenses as defined in this Declaration, shall include the cost and expense 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 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 proportionately by Association with other condominium associations of Century Village, West Palm Beach to UCO.

ARTICLE XXI. RULES AND REGULATIONS

Section 1. **As to Common Elements.** The Board of Directors, may, from time to time, adopt, amend or repeal previously adopted Rules and Regulations governing 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 be posted in a conspicuous place.

Section 2. **As to Condominium Units.** The Board of Directors, may, from time to time, adopt, amend or repeal 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 became 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 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, 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 shall not be obstructed or used for any purpose other than ingress and egress to and from the premises; nor shall any 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, refuse or other articles shall be placed in the halls, on the balconies, 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, 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, balcony 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 or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds.
5. Refuse and bagged garbage shall be deposited only in the area provided therefore.
6. No Unit Owner shall park or store boats, trailers, trucks, commercial vehicles or motor homes on the Condominium Property. Motorcycles are permitted provided that they have mufflers.
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 shall direct, supervise, or in any manner attempt to assert any control over the employees of the Management Firm or Association.
8. Servants or 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 Board of Directors. No inoperable or unlicensed vehicle 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. 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 constitute a nuisance or otherwise 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 other musical equipment in his Unit, in such manner as to unreasonably 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.

11. No radio or television installation, or other wiring, shall be made without the written approval of the Board of Directors. Any antenna or aerial erected or installed on the roof or exterior walls of the building, without the written approval of the Board of Directors, may be removed without notice and at the cost of the Unit Owner.

12. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on, or upon any part of the Condominium Property, or upon or in a vehicle, or elsewhere on Condominium Property, by any Unit Owner or occupant.

13. No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building, except for approved hurricane shutters without the written consent of the Board of Directors.

14. No blinds, shades, screens, decorative panels, windows or door covering 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, without the written consent of the Board of Directors of the Association.

15. Each Unit Owner or Unit occupant shall provide the Association with a key to the Units. No Unit Owner or occupant shall alter any lock or install a new lock without the written consent of the Board of Directors of the Association. Where such consent is given, the Unit Owner shall provide the Association with an additional key for use of the Association, pursuant to its right of access to the Unit.

16. Complaints regarding the service of the Condominium shall be made in writing to the Board of Directors of the Association.

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

18. Unit Owners who plan to be absent from the Unit for more than two consecutive (2) weeks must prepare the Unit prior to departure by (a) turning off the master

water valve supplying water to the unit and by removing all furniture, plants and other objects from a screened porch prior to departure; and (b) designating a responsible firm or individual to inspect the Unit at least once per month and care for the Unit and maintain it in an occupiable condition. The owner shall provide to the Association, in writing, the name of said firm or individual. Such firm or individual shall contact the Association for approval to install or remove hurricane shutters.

19. Food and beverages may not be carried or consumed outside of a Unit except for such areas as are designated by the Board of Directors of the Association.

20. Smoking is prohibited in or on all common areas of the Condominium Property, including without limitation, catwalks and balconies, laundry and storage rooms, outdoor sodded common areas, parking lot and along the hedge on the property line. Smoking is permitted only within an Owner's Unit.

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.

This Instrument Prepared by
And Return to:
James N. Krivok, Esq
James N. Krivok, PA
519 S.E. Meadow Wood Way
Stuart, Fl. 34997
(772) 485-8505

EXHIBIT NO. 2
AMENDED AND RESTATED BY-LAWS
OF CONDOMINIUM OF WELLINGTON "H" CONDOMINIUM

ARTICLE I. IDENTITY

The following By-Laws shall govern the operation of the Condominium of Wellington "H" Condominium.

The Association is a Condominium Association, organized and existing pursuant to Chapter 617, Florida Statutes and the Florida Condominium Act for the purpose of administering the aforesaid Condominium. A copy of the Articles of Incorporation of said Association is attached hereto as Exhibit No. 2a.

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 record owners of the Condominium Units. Transfer of unit ownership, either voluntarily or by operation of law, shall terminate a Unit Owner's membership in the Association, and said membership shall 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 a conveyance of an interest in a Condominium Unit 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, shall be accompanied by an application fee in an amount

to be set 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, not to exceed \$100.00 per applicant or per family or entity.

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' votes cast at a Membership Meeting at which a quorum is present shall decide any question, unless the By-Laws, Declaration of Condominium, Long-Term Lease or Management Agreement expressly provide otherwise, in which event the voting percentage required shall be set forth in By-Laws, Declaration of Condominium, Long-Term Lease.

Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the Unit Owners' total votes shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy subject to restrictions or use of general proxies under §718.112 (2)(b)(2). All proxies shall be in writing, dated 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. 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.

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, other than a husband and wife, the person entitled to cast the vote for the Unit shall be designated in a Certificate, signed by all of the record 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 the 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 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.

Section 2. **Notices.** It shall be the duty of the Secretary to deliver a Notice of each annual or special meeting, stating the date, time and place thereof, to each Unit Owner of record, at least fourteen (14) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All Notices shall be delivered to the address of the Unit Owner as it appears on the books of the Association.

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 ten percent (10%) 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 subjects stated in the Notice thereof.

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 the required percentage 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. **Approval or Disapproval.** Approval or disapproval upon any matter, whether or not the subject of an Association meeting, shall be determined by the voting members.

ARTICLE IV. DIRECTORS

Section 1. **Election, Number, Term and Qualifications.** The affairs of the Association shall be governed by a Board of Directors composed of not less than five (5) and not more than seven (7) persons who shall be members of the Association. The term of each Director's service shall extend until the next annual 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 Board members shall be elected by the Unit Owners at the annual meeting under election procedures established by Section 718.112 of the Condominium Act.

(a) The candidates receiving the highest number of votes for the Board vacancies shall be elected to the Board for one year. As an example, if seven persons run for the Board with five vacancies then Unit Owners shall vote for only five persons. Those five persons out of the seven candidates receiving the most votes shall be elected.

(b) An annual meeting to elect the Board may not proceed without first establishing a quorum of at least a majority of the total voting interests in person and/or by proxy. If a quorum is not established the meeting may be adjourned for not more than 60 days.

Section 2. **Board of Directors.** 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 or the written agreement of not less than a majority of the total membership votes. A successor shall then be elected or designated in the written agreement to remove a Director (s) to fill the vacancy thus created.

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 appoint a successor or successors, who shall hold office until the next election 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. The transfer of title of a Unit by a Director shall automatically constitute a resignation, effective as of the date title to the Unit has been transferred. 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 not less than two (2) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of meetings should be conspicuously posted on the Condominium Property not less than forty-eight (48) hours in advance of the date and time of the meeting and shall state the purpose of 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. Notwithstanding the foregoing notice of all Board meetings must be conspicuously posted on the Condominium Property not less than forty-eight (48) hours in advance.

Section 8. **Quorum.** At all meetings of the Board of Directors, a majority of the Directors present in person or by electronic means shall constitute a quorum. At such meetings at which a quorum is present, a majority vote of the Directors shall constitute 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 to a new date and 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.

Section 9. **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 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, 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 a Management Firm under the provisions of a Management Agreement, and subject to the provisions of the Long-Term Lease, said Lease 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. The recreational area shall remain in the complete care and control and under supervision of the Lessor under the Long-Term Lease.
- (e) To contract for the management of the Condominium and to delegate to such management 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.

(f) To improve the property, real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment, and the right to acquire and enter into agreements subject to the Florida Condominium Act and as amended and subject to the provisions of the Declaration of and to the Long-Term Lease, attached to the Declaration of Condominium.

(g) Designate one or more committees, which, to the extent provided in the resolution designating said committee, shall have the powers to advise the Board of Directors in the management of the business and affairs of the Association. Each committee shall consist of at least three (3) members of the Association, one of whom shall be a Director. A 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, 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.

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 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 for one (1) year or until their successors are elected or appointed. 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 vote 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.** The President 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.** The Vice President 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.** The Secretary shall issue notices of all Directors' meetings and all meetings of the Unit Owners; shall attend and keep the minutes of same; shall have charge of all the Association's 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.** The Treasurer shall have custody of the Association's funds and securities, except the funds payable to a Management Firm, as provided in 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 the Condominium Act. The Treasurer shall also be responsible for the following:

(a) 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.

(b) Collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors of the Association.

(c) Give status reports to potential transferees, on which reports the transferees may rely.

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

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. All checks or withdrawal of funds of the Association shall be signed by at least two Directors of the Association, who are designated to have such authority.

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.

Section 3. **Fiscal Year.** The fiscal year of the Association shall conclude with the calendar 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.

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 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, unless otherwise ordered by the Board of Directors. Special assessments levied by the Board of Directors when necessary, 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. 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 or 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 Association and, upon request, said Treasurer shall give a receipt for each payment made to him.

(c) The Board of Directors retains the authority to make assessments as to the following:

(1) Special assessments for additional unforeseen or extraordinary common expenses and recreational or social activities held on the Condominium Property.

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

(d) The Board of Directors shall 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; operations - the amount of which may be to provide working funds or to meet losses. 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.

Section 5. **Application of Payments and Co-Mingling of Funds.** All sums collected by the Association from assessments except assessments for reserves, may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors of the Association. All assessment payments by a Unit Owner shall be applied first 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 a Management Firm or the Board of Directors determines in its sole discretion. 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 for more than thirty (30) days, 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 and Chapter 718, Florida Statutes.

ARTICLE VIII. COMPLIANCE AND DEFAULT

Section 1. **Violations.** In the event of a violation (other than the non-payment of an assessment) by a Unit Owner, his family, guests and/or invitees, of any of the provisions of the Declaration of Condominium, of these By-Laws, Association Rules and Regulations or applicable provisions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said violation, transmitted by mail, and if such violation shall continue for a period of five (5) 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 material breach of the Declaration, the By-Laws, Rules and Regulations and/or of the pertinent provisions of the Condominium Act, and the Association may, at its option, take the following actions:

- (a) File an action at law to recover for its damage, on behalf of the Association or on behalf of the other Unit Owners.
- (b) File an action in equity to enforce performance on the part of the owner; or
- (c) File an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon finding by the Court that the Unit Owner, or his family, guest and/or invites have committed the violation, the Association shall be entitled to recover the reasonable attorneys' fees incurred by Association in bringing such actions. 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 a part of the common expenses.

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, invitees or lessees, but only to the extent that such expense is not covered 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 an individual assessment, which shall be collectible in the same manner as all other assessments and a lien against said Unit with same force and effect as if the charge were a part of the common expenses.

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, or by law shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or law in the future.

Section 5. **No Election of Remedies.** All rights, remedies and privileges granted to the Association or a 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. **A Management Firm** may assist the Board of Directors with the exercise of the 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 regarding the use of the recreational facilities under the Long-Term Lease,. A Management Firm may act upon direction of the Board of Directors of the Association, as to Section 1 hereinabove. 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.

ARTICLE IX. ACQUISITION OF UNITS

Section 1. **Voluntary Sale or Transfer.** Upon receipt of a Unit Owner's notice of intention to sell, as described in Article XI, of the Declaration of Condominium the Board of Directors shall have full power and authority to approve or disapprove of the proposed transaction for good cause. The Board of Directors shall have the further right to declare that the Association is "willing to purchase 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, except upon the authorization and approval of the affirmative vote of the 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 of the Declaration of Condominium, to which these By-Laws are attached, shall supersede the provisions herein relative thereto.

Section 2. **Acquisition on Foreclosure.** At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of a majority of all Board members, acquire in the name of the Association, a Condominium Parcel being

foreclosed. The term "foreclosure," as used in this Section, shall mean and include the foreclosure of any lien, including a lien for unpaid assessments. The power of the Board of Directors to acquire a Condominium Parcel at any foreclosure sale shall not be interpreted to impose 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 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.

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(s).
- (2) The Amendment(s) shall be approved by the affirmative vote of the voting members casting not less than two-thirds (2/3) of those present in person or proxy (provided a quorum is present) of the Unit Owners and by a majority vote of all Board Members; and
- (3) Said Amendment shall be recorded and certificated, as required by the Condominium Act.
- (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 or Florida Statutes.

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 and acting within the scope of his official duties, including reasonable counsel fees to be approved by the Association, unless the Director or Officer shall be finally adjudged in such action, suit or proceeding, to be 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 all 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), may but shall not be required to govern the conduct of the Association meetings.

ARTICLE XVI. LIENS

Section 1. **Protection of Property.** All liens against a Condominium Unit, other than for mortgages, taxes or special assessments, shall be satisfied or otherwise be bonded or removed within thirty (30) days from the date the lien attached. 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 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 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. RECREATIONAL AREA 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 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 cost 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.

NOT A CERTIFIED COPY

Exhibit No. 2a

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
(A Corporation Not for Profit)**

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit under Chapters 617 and 718, Florida Statutes, and certify as follows:

ARTICLE I

Name

The name of the corporation is **WELLINGTON H CONDOMINIUM ASSOCIATION, INC.** (hereinafter referred to as the "Association" or the "Condominium").

ARTICLE II

Purpose

A. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, Chapter 718, Florida Statutes, (hereinafter referred to as the "Act," for the operation of the Wellington H Condominium of Century Village at West Palm Beach, Palm Beach County, Florida.

B. The Association will make no distributions of income to its members (as defined in Article IV hereof), Directors or Officers.

ARTICLE III

Powers

The powers of the Association will include and be governed by the following provisions:

A. The Association will have all the powers of a corporation not for profit not in conflict with the terms of these Articles.

B. The Association will have all the powers and duties set forth in the Act, except as limited by these Articles and the Declaration of Condominium for the Association; and it will have all the powers and duties reasonably necessary to operate said condominium pursuant to the

Declaration of Condominium, as it may be amended from time to time, including, but not limited to the following:

1. To make and collect assessments against members in order to meet the common expenses of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To maintain, repair, replace and operate the condominium property.
4. To purchase insurance for the condominium property and for the protection of the Association and its members as unit owners.
5. To reconstruct improvements after casualty and to further improve the condominium property.
6. To make and amend reasonable regulations respecting the use of the condominium property.
7. To approve or disapprove the transfer, mortgage and ownership of units as may be provided by the Declaration of Condominium and the By-Laws of the Association.
8. To enforce by legal means the provisions of the Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the condominium property.
9. To contract for the management and operation of the condominium, including the common elements, and thereby to delegate powers and duties of the Association, except such as are specifically required to have approval of the Board of Directors or the membership of the Association.
10. To employ personnel to perform the services required for the proper management and operation of the condominium.

C. The powers of the Association will be subject to and will be exercised in accordance with the provisions of the Declaration of Condominium, the By-Laws of the Association, and the Act.

ARTICLE IV

Members

- A. The members of the Association will be all record owners of units in the Condominium.
- B. 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.
- C. The owner of each unit will be entitled to one (1) vote as a member of the Association. The exact number of votes to be cast by unit owners and the manner of exercising voting rights will be determined by the Declaration of Condominium, the By-Laws of the Association, and the Act.

ARTICLE V

Directors

- A. The affairs of the Association will be managed by a Board of Directors. The number of Directors shall be not less than five (5), nor more than seven (7), as determined by the membership.
- B. Except as provided in subsection V(D) hereof, Directors will be elected at the annual meeting of the members in the manner determined by the By-Laws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided in the By-Laws of the Association and the Act.
- C. Directors named in these Articles will serve until the election of Directors at the next annual meeting of the members, and any vacancies in their number occurring before said meeting will be filled as provided in the By-Laws.
- D. The names and addresses of the members of the first Board of Directors who will hold office until their successors are elected and have qualified, or until removed, are as follows:

ARTICLE VI

Officers

The affairs of the Association will be administered by the officers designated in the By-Laws of the Association. Said officers will be elected as provided in the By-Laws. The names and addresses of the officers who will serve until their successors are designated are as follows.

ARTICLE VII

Indemnification

Every Director and every officer of the Association will be indemnified by the Association against all expenses and liabilities (including legal fees) reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a Director or officer of the Association, whether or not he or she is a Director or officer of the Association at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. Provided that in the event of a settlement, this right of indemnification will only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VIII

By-Laws

The By-Laws of the Association may be altered, amended or rescinded in the manner provided by said By-Laws.

ARTICLE IX

Amendments

Amendments to these Articles of Incorporation will be proposed and adopted in the following manner:

A. Notice of the subject matters of a proposed amendment must be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing provided such writing is delivered to the Secretary at or prior to the meeting.

C. Proposed amendments may be passed if approved by not less than two-thirds (2/3) of the votes of those present in person or proxy, provided a quorum is present.

D. Provided, however, that no amendment may be made that is in conflict with the Act or the Declaration of Condominium or By-Laws.

E. A copy of each amendment shall be filed with the Secretary of State, State of Florida.

ARTICLE X

Term

The term of the Association will be perpetual.

ARTICLE XI

Incorporator

The name and address of the Incorporator to these Articles of Incorporation is:

ARTICLE XII

Initial Registered Agent and Office

The street address of the initial registered office of this corporation is Wellington H Condominium, Apt. ____, Century Village, West Palm Beach, Florida 33417 and the initial registered agent for the corporation shall be _____ whose address is the same as above.

IN WITNESS WHEREOF, the Incorporator to these Articles of Incorporation has hereunto affixed his seal this ___ day of _____, 1999.

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