Will Call

Mar-31-1999 03:08pm 99-128892
ORB 11019 Pg 728

This Instrument Prepared By:
ROD TENNYSON, ESQ.
1801 Australian Ave. S.
Suite 101
West Palm Beach, FL 33409

1999 UCO MODEL DOCUMENTS MASTER AMENDMENT TO THE DECLARATIONS OF CONDOMINIUM AND BY-LAWS CENTURY VILLAGE, WEST PALM BEACH, FLORIDA

COMES NOW THE UNITED CIVIC ORGANIZATION, INC., (UCO), and hereby declares a Master Amendment to the Declarations of Condominium and By-Laws for participating condominiums at Century Village, West Palm Beach, Florida. Participating condominiums shall designate their participation by filing an amendment to their specific Declaration of Condominium and By-Laws, making direct reference to this recorded Master Amendment.

SO DECLARED: This 25TH day of MARCH, 1999.

UNITED CIVIC ORGANIZATION, INC.

By: ______________________
President

Attest: Fay Bromberg
Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 26th day of March, 1999, by Kurt Weiss, President, and Fay Bromberg, Secretary. Both are personally know to me and [ ] did or [✓] did not take an oath.

Robert Fogelman
Notary Public
ROBERT FOGELMAN
Printed Notary Name
My Commission Expires: 7-22-01

cv\ucoamen1.wpd

ROBERT FOGELMAN
MY COMMISSION # CC 665933
EXPIRES: July 22, 2001
Bonded Thru Notary Public Underwriters

1999 UCO MODEL DOCUMENTS

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

A. Words in the text which are ~~lined through~~ with hyphens indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

C. Whenever an ellipsis (●●●) appears in the text this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

Amendments to the

DECLARATION OF CONDOMINIUM and BYLAWS

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, ~~F.S. 711, Et. Seq.~~ 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.

●●●

G. Condominium Act means and refers to the Condominium Act of the State of Florida ~~(F.S.711 Et Seq.)~~ Ch. 718 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 ~~Section 3 of~~ the Condominium Act, Ch. 718.103 F.S..

●●●

U. Management Agreement means and refers to ~~that certain Agreement attached to this Declaration and made a part hereof,~~ any agreement pursuant to Section 718.3025 F.S. which provides for the management of the Condominium property.
V. Management Firm means and refers to ~~VILLAGE MANAGEMENT, INC., a Florida Corporation, its successors and assigns, said Firm~~ any firm being 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 ~~the Agreement attached to this Declaration and referred to in Paragraph U. above~~ 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.

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 ~~attached to this Declaration,~~ shall be shared by the unit owners as specified and set forth in "Exhibit A". The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium parcels, their location, or the building square footage included in each Condominium unit. Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the common elements - any common surplus being the excess of all receipts of the Association, for this Condominium, including but not limited to assessments, rents, profits and revenues on account of the common elements of this Condominium, over the amount of the common expenses of this Condominium.
Common expenses shall also 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 ~~three-fourths (3/4ths)~~ two-thirds (2/3) of ~~the total vote of~~

~~the members of the Association.~~ those present in person or proxy provided a quorum is present.

●●●

~~Notwithstanding the foregoing three paragraphs, the Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units, as long as the Developer owns the units so altered; however, no such change shall increase the number of units nor alter the boundaries of the common elements, except the party wall between any condominium units, without Amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in units, as provided in the paragraph, such changes shall be reflected by an Amendment of this Declaration with a Survey attached reflecting such authorized alteration of units, and said Amendment need only be executed and acknowledged by the Developer and any holders of Institutional Mortgages encumbering the said altered units. The Survey shall be certified in the manner required be the Condominium Act. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned, together with apportioning common expenses and common surplus of the units concerned, and such shares of common elements, common expenses and common surplus shall be duly noted in the Amendment of the Declaration. The rent under the Long Term Lease shall be apportioned by the Developer, with the Lessor's written approval, and same shall be reflected in the Amendment to Declaration.~~

●●●

IX THE OPERATING ENTITY

●●●

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

●●●

X ASSESSMENTS

All provisions of Article X, relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Declaration. See provision Article X for present text.

●●●

The common expenses shall be assessed against each Condominium parcel owner, as provided for in Article VI of this Declaration. Assessments and installments that are unpaid for over ten (10) days after due date, shall bear interest at the rate of ~~ten percent (10%)~~ eighteen percent (18%) per annum from due date until paid. ~~, and at the sole discretion of the Management Firm and/or the Board of Directors,~~ a late charge of $25.00 shall be due and payable in addition thereto.

●●●

Where the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a Condominium unit, obtains title to a Condominium parcel as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of common expenses or assessment by the Management Firm or the Association pertaining to such Condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure. Provided, however, if a mortgage is recorded on or after April 1, 1992 then a first mortgagee shall be responsible for up to six (6) months of assessments as provided in the Condominium Act. Such unpaid share of common expenses or assessments shall be deemed to be common expenses, collectible from all of the unit owners, including such acquirer, his successors and assigns.

●●●

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.

●●●

Should a unit owner wish to sell, lease or rent his Condominium parcel (which means the unit, together with the undivided share of the common elements appurtenant thereto), he shall, before accepting any offer to purchase, sell or lease, or rent, his Condominium parcel, deliver to the Board of Directors of the Association, a written notice containing the executed lease or 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, lease or transfer is to be made, ~~two Bank references and three individual references - local, if possible,~~ and such other information (to be requested within five days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association, is authorized to waive any or all of the references aforementioned.

The Board of Directors of the Association, within ~~ten (10)~~ thirty (30) days after receiving such notice and such supplemental information as is required by the Board of Directors or Management Firm, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), ~~designate the Association, or the Association may designate one or more persons then unit owners, or any other person(s) satisfactory to the Board of Directors of, the Association, who are willing to purchase, lease or rent, upon the same terms as those specified in the unit owner's notice,~~ or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee, for good cause, which cause need not be set forth in the notice from the Board of Directors or Management Firm to the unit owner. However, the Association shall not unreasonably withhold its consent to any prospective sale, rental or lease.

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

The consent of the Board of Directors of the Association, or the Management Firm 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 conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors or Management Firm as herein set forth.

The sub-leasing or sub-renting of a unit owner's interest shall be ~~subject to the same limitations as are applicable to the leasing or renting the unit~~ prohibited. The Association or Management Firm, shall have the right to require that a substantially uniform form of Lease ~~or Sub Lease~~ be used, or in the alternative, the Board of Directors' approval of the Lease ~~or Sub Lease~~ form to be used shall be required. After approval, as herein set forth, entire units may be rented provided the occupancy is only by the Lessee, his family and guests. No individual rooms may be rented, and no transient tenants may be accommodated. Where a Corporate entity is the owner of a unit it ~~may~~ must designate the occupants of the unit as it desires, and for such period of time as it desires, ~~without~~ in compliance with the provisions ~~of Section A~~ of this Article XI. ~~The foregoing shall not be deemed an assignment or sub leasing of a unit, and shall be deemed to be in compliance with the provisions of the first paragraph of Article XIII of this Declaration.~~

B. MORTGAGE AND OTHER ALIENATION OF UNITS

1. A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association or Management Firm, except for a first mortgage to an Institutional Mortgagee, as hereinbefore defined. The approval of any other mortgagee may be conditioned upon the mortgage holder subordinating the mortgage behind the Association's lien rights for unpaid assessments or upon conditions determined by the Board of Directors of the Association or Management Firm, and said approval, if granted, shall be in recordable form, executed by two Officers of the Association or Management Firm.

2. No judicial sale of a unit, nor any interest therein, shall be valid unless:

(a) The sale is to a purchaser approved by the Association 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; or,

(b) The sale is a result of a public sale with open bidding.

3. Any sale, mortgage or lease, which is not authorized pursuant to the terms of the Declaration, shall be void, unless subsequently approved by the Board of Directors of the Association 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.

4. The foregoing provisions of this Article XI shall not apply to transfers by a unit owner to any member of his immediate family (viz: - spouse, children or parents.)

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.

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

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

(a) An Institutional First Mortgage holding a mortgage on a Condominium parcel, ~~or the Management Firm,~~ or the Lessor under the Long-Term Lease, upon becoming the owner of a Condominium parcel through foreclosure, or by Deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for common expenses, or the lien under the Long-Term Lease, shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel, without prior offer to the Board of Directors of the Association or Management Firm, and without the prior approval of the said Board of Directors or Management Firm. The provisions of Section A. and B., No.1-5, of this Article XI, shall be inapplicable to such Institutional First Mortgagee, ~~or the Management Firm,~~ or the Lessor under the Long-Term Lease, or acquirer of title, as aforedescribed in this paragraph.

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

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

~~exceeding the obligation for such unit, as specified and set forth in Exhibit "A" attached to this Declaration. Commencing twelve (12) months after the date of the filing of this Declaration of Condominium, the developer shall contribute to the common expenses, as to the parcels owned by it, in the same manner as all other parcel owners, as provided in Exhibit "A" attached to this Declaration.~~

XII INSURANCE PROVISIONS

All provisions of Article XII relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Declaration . See provision Article XII for present text.

XIII USE AND OCCUPANCY

The owner of a unit shall occupy and use his apartment unit as a single family private dwelling, for himself and the adult members of his family, and his social guests, and for no other purpose. Unless the unit is vacant, at least one permanent occupant must be age fifty-five (55) or older. Otherwise, no ~~children under fifteen (15)~~ 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, except that children under the age of fifteen (15) may be permitted to visit and temporarily reside for reasonable periods not in excess of 30 days in any calendar year.

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) 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. This restriction and its enforcement is not an admission that the condominium in any way engages in interstate commerce or is in any way subject to Federal laws on housing.

In no event may more than three (3) persons permanently occupy a one-bedroom unit and no more than four (4) persons may permanently occupy a two-bedroom unit.

●●●

All provisions of Article XIII, relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Declaration. See provision Article XIII for present text.

●●●

The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the buildings; nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their unit; nor shall they place any furniture or equipment outside their unit, except with the prior written consent of the ~~Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the~~ Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the ~~Management Firm or~~ Board of Directors. No clothes line or similar device shall be allowed on any portion of the Condominium property, nor shall clothes be hung anywhere except in such area as is designated by the ~~Management Firm or~~ Board of Directors. No laundry facilities or equipment shall be permitted in any unit. ~~nor on the Condominium property. The Lessor under the Long Term Lease shall have the exclusive right to install and operate coin operated laundry machines, including but not limited to washing machines, dryers, dry cleaning machines and machines of an allied nature, and the exclusive right to offer services for off-premises dry cleaning, laundering, pressing and tailoring, and other allied services, within Century Village, during the term of and as provided in said Lease.~~

XIV MAINTENANCE AND ALTERATIONS

All provisions of Article XIV, relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Declaration. See provision Article XIV for present text.

●●●

B. There shall be no 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, except as authorized by the Board of Directors and approved by not less than ~~seventy-five percent (75%)~~ <u>sixty-six and 2/3 percent (66-2/3%)</u> of the unit owners of this Condominium; provided, the aforesaid alterations or additions do not prejudice the right of any unit owner unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alteration or additions, as aforedescribed - i.e., as to the common elements or limited common elements of this Condominium are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owner (s) exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and approved by not less than ~~seventy-five percent (75%)~~ sixty-six 2/3 percent (66-2/3%) of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten (10) or less, the approval of all but one shall be required.

●●●

C. Each unit owner agrees as follows:

●●●

3. To make no alterations, decorations, repair, replacement or change of the common elements, or to any outside or exterior portion of the building(s) whether, within a unit or part of the common elements. ~~Unit owners may use such contractor or subcontractor within their units as are approved by the Board of Directors of the Association.~~ Said parties shall comply with the Rules and Regulations adopted by the Board of Directors. 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, subcontractor, or employee, whether said damages are caused by negligence, accident or otherwise.

●●●

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 a common expense of the Condominium. Where a Condominium abuts a roadway designated as a "collector road" within Century Village, by UCO ~~the Lessor under the LongTerm Lease~~, the cost of maintaining the landscaping within the said roadway which abuts the Condominium property shall be the obligation of the Condominium. Collector roads within Century Village shall include, but are not limited to, Century Boulevard, North Drive, South Drive, East Drive, and West Drive.

XV LIMITED COMMON ELEMENTS

All provisions of Article XV relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Declaration . See provision Article XV for present text.

XVI TERMINATION

All provisions of Article XVI relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Declaration . See provision Article XVI for present text.

XVIII MANAGEMENT AGREEMENT

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

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

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

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

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

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

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

<u>The Association may delegate by Management Agreement to a Management Firm all duties and responsibilities of Sales and Rentals under Articles XI and Insurance under Article XII.</u>

XIX MISCELLANEOUS PROVISIONS

All provisions of Article XIX, relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Declaration. See provision Article XIX for present text.

●●●

~~H. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Management Firm, as long as the Management Agreement remains in effect and, thereafter, the Board of Directors of the Association, from removing or authorizing the removal of any party wall between any Condominium units in order that the said units might be~~

~~used together as one integral unit. In each event, all assessments, voting rights and the share of the common elements shall be calculated as if such units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several units are used as one, to the intent and purpose that the unit owner of such combined units shall be treated as the unit owner of as many units as have been so combined.~~

H. ~~I.~~ The "Remedy for Violation", provided for by Section ~~23~~ 718.303 of the Condominium Act, shall be in full force and effect. In addition thereto, should the Association or the Management Firm, on behalf of the Association, or on its own behalf, find it necessary to bring a Court action to bring about compliance with the law, this Declaration and Exhibits attached to this Declaration, upon a finding by the Court that the violation complained of ~~is willful and deliberate~~ was committed, the unit owner so violating shall reimburse the Management Firm and the Association, for reasonable Attorney's fees incurred by it in bringing such action, as determined by the Court.

●●●

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

●●●

O. ~~Q.~~ The Condominium property may not be abutting, contiguous or adjacent to any public street, road, or right of way. ~~The Developer~~ 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, of the Public Records of Palm Beach County, Florida, and all persons designated by ~~the Developer~~ 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 ~~the Developer~~ 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. ~~The Developer~~ 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 ~~the Developer~~ UCO is limited only to the extent that such changing and relocation or dedication of the access easement shall be reasonable.

●●●

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

●●●

EXHIBIT NO. 2
BY-LAWS

●●●

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

●●●

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium parcel where the approval of the Board of Directors of the Association is required, as set forth in these By-Laws and the Declaration of Condominium to which they are attached, shall be accompanied by an application fee in an amount to be set ~~by the Management Firm, as long as the Management Agreement remains in effect, and thereafter,~~ by the Board of Directors, to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred, not to exceed $100.00 per applicant or per family or entity. Provided, however, no such fee shall be charged for the renewal of a lease.

●●●

ARTICLE III. MEETING OF THE MEMBERSHIP

●●●

Section 2. **Notices.** It shall be the duty of the Secretary to deliver a Notice of each annual or special meeting, stating the time and place thereof, to each unit owner of record, at least ~~five (5) but not more than fifteen (15)~~ fourteen 14) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All Notices shall be served at the address of the unit owner as it appears on the books of the Association.

●●●

Section 4. **Waiver and Consent.** Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws, to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than ~~three-fourths (3/4ths)~~ two-thirds (2/3rds) 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 6. **Proviso.** Provided, however, that until the 1st Wednesday in April, 1976, or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, there shall be no meeting of the members of the Association, unless a meeting is called by the Board of Directors of the Association, and should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Association.~~

●●●

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

ARTICLE IV. DIRECTORS

Section 1. **<u>Election</u>, Number, Term and Qualifications**. The affairs of the Association shall be governed by a Board of Directors composed of ~~such number of persons as equal the condominium units in the Condominium created by virtue of the Declaration of Condominium to which these By-Laws are attached. It is the general intention of the Association to have as a Director a unit owner from each unit. All Directors shall be members of the Association; provided, however, that until one of the events in Article III., Section 6 of these By-Laws first occurs, all Directors shall be designated by the Developer and need not be members. All Officers of a Corporate unit owner shall be deemed to be members of the Association so as to qualify as a Director herein.~~ <u>not less than five (5) and not more than seven (7) persons as provided in the Articles of Incorporation if applicable.</u> The term of each Director's service shall extend until the next <u>annual</u> meeting of the members and, thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. ~~The first Board of Directors may be three (3) in number, not withstanding the proviso hereinbefore set forth.~~ <u>The Board members shall be elected by the unit owners at the annual meeting under alternate election procedures of Section 718.112 of the Condominium Act as follows:</u>

<u>a. All unit owners wishing to run for the Board must submit a written request to the Secretary at least 30 days prior to the annual meeting;</u>

b. At least 14 days prior to the annual meeting the Secretary shall deliver to each unit owner the Notice of annual meeting and list the declared candidates for the board. Said notice shall include a general proxy form which will allow unit owners to vote by general proxy for the Board candidates and all other issues on the agenda. All proxies shall comply with Article II Section 4 of these Bylaws.

c. At the annual meeting further nominations for the Board may be made from the floor. 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.

d. An annual meeting to elect the Board may not proceed with out first establishing a quorum of at least 51% of the total voting interests in person and / or by proxy. If a quorum is not established the meeting may be adjorned not more then 60 days.

Section 2. ~~**First**~~ **Board of Directors.**
~~(a) The first Board of Directors of the Association, who shall hold office and serve until the first meeting of members, and until their successors have been elected and qualified, shall consist of the following:~~

●●●

Section 3. **Removal of Directors.** At any time after the first meeting of the membership, at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members, casting not less than ~~two-thirds (2/3rds)~~ a majority of the total ~~votes present at said meeting~~ membership votes and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4, below.

●●●

Section 6. **Meetings.** Meetings of the Board of Directors may be called by the President, and in his absence, by the Vice President, or by a majority of the members of the Board of Directors, by giving ~~five (5)~~ 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 shall state the purpose of the meeting.

●●●

~~Section 9. Provided, however, that until the 1st Wednesday in April, 1976, or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, all Directors shall be designated by the Developer and need not be owners of units in the~~

~~Condominium, and may not be removed by members of the Association, as elsewhere provided herein.~~

All provisions of Article IV Section 10, relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Bylaws . See provision Article IV Section 10 for present text.

ARTICLE V. OFFICERS

All provisions of Article V , relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Bylaws . See provision Article V for present text.

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

●●●

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

~~President~~

~~Vice President~~

~~Secretary~~

~~Treasurer~~

ARTICLE VI. FINANCES AND ASSESSMENTS

All provisions of Article VI relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Bylaws . See provision Article VI for present text.

ARTICLE VII. ADDITIONS OR ALTERATIONS.

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

ARTICLE VIII. COMPLIANCE AND DEFAULT.

Section 1. **Violations.** In the event of a violation (other than the non-payment of an assessment) by the unit owner in any of the provisions of the Declaration of Condominium, of these By-Laws, or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of ~~thirty (30)~~ five (5) days from the date of the notice, the Association, through its Board of Directors, shall have the right or treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

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

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

(c) 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 violation complained of is ~~willful and deliberate~~ occurred, the unit owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by it in bringing such actions. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health, may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were 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, employees, <u>invitees,</u> agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said unit owner as a specific item, which shall be a lien against said unit with same force and effect as if the charge were a part of the common expenses.

●●●

All provisions of Article VIII Section 6, relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Bylaws . See provision Article VIII, Section 6 for present text.

ARTICLE IX. ACQUISITION OF UNITS.

All provisions of Article IX, relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Bylaws . See provision Article IX for present text.

ARTICLE X. AMENDMENTS TO THE BY-LAWS

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

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

(2) The Amendment shall be approved by the affirmative vote of the voting members casting not less than ~~three-fourths (3/4ths)~~ two-thirds (2/3) of those present in person or proxy (provided a quorum is present) of the ~~total votes of the~~ unit owners; and

●●●

ARTICLE XVI. LIENS.

All provisions of Article XVI relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Bylaws . See provision Article XVI for present text.

ARTICLE XVII. RULES AND REGULATIONS.

All provisions of Article XVII, relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Bylaws . See provision Article XVII for present text.

●●●

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, lessees and persons over whom they exercise control and supervision. Said building Rules and Regulations are as follows:

●●●

~~10. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used on any screened porch may be determined by the Board of Directors, and a unit owner shall not place or use any item on a screened porch without the approval of the Board of Directors of the Association.~~

●●●

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

EXHIBIT NO. 2A
ARTICLES OF INCORPORATION
(if applicable)
(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 ______________ **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 ______________ 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 ByLaws of the Association.

8. To enforce by legal means the provisions of the Act, the Declaration of Condominium, these Articles, the ByLaws 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 ByLaws 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 ByLaws 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) and not more than seven (7) as determined by the membership at the annual meeting.

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 ByLaws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided in the ByLaws 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 ByLaws.

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 ByLaws of the Association. Said officers will be elected as provided in the ByLaws. 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
ByLaws.

The ByLaws of the Association may be altered. amended or rescinded in the manner provided by said ByLaws.

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 sixty seven (67%) 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 ByLaws.

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 ____________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.

f:\condo\cv\reeshort.sam