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**You should contact an attorney of your choice for advice on your specific legal matters or needs. Please note that the information contained herein highlights certain changes our firm recommends based on our review of the Template. Each condominium association should contact and retain an attorney of their choosing to independently review their governing documents and amendments thereto to ensure that appropriate amendments are made as over time each respective condominium association may have made independent changes to their set of governing documents. If you would like to discuss potential legal representation with Eisinger Law, you may request a consultation by contacting our office. If you have received this information directly from COOCVE as an authorized recipient, be advised that further dissemination of this information other than to the remaining members of your Board of Directors is strictly prohibited.**

Dear Board Members:

Eisinger Law was asked to review the Amended and Restated Declaration of Condominium template that was previously drafted by the law firm of Katzman Chandler for use by condominiums within Century Village East (the “template”). Specifically, COOCVE requested that we review the template to address entity changes that have taken place since the template was first created. Said changes are related to defined terms utilized within each respective condominium’s declaration. We were also asked to provide guidance as to the inclusion of proper Kaufman language in the governing documents and to review the template for outdated provisions.

Below please find a summary of the minimum recommended modifications to condominium declarations within Century Village East. As every condominium is different and each association has unique challenges and goals, the specific changes recommended is specific for each individual condominium association and based on the existing state/condition of the current governing documents. We encourage condominium associations to review the below summary and consider amending the applicable governing documents to implement the recommended changes, as well as other amendments that may be necessary to ensure that the association's governing documents conform with each association's existing operations, as well as its current and future needs.

## TEMPLATE UPDATES

As you are aware, over the years many changes have occurred pertaining to the various entities that have been previously involved within the Century Village East Community. These changes have rendered certain defined terms contained in each respective condominium's declaration inaccurate. It is important for the language set forth in these defined terms to be amended to ensure that the definition set forth therein properly identifies the appropriate entity and removes references to inapplicable terms or restrictions.

Here are the defined terms. Each suggestion is followed by the rationale for the change and the proposed language to either remove or incorporate. A table showing all the removals, changes and suggested inclusions follows, with their locations.

1. **LONG TERM LEASE/LEASE**

**“Long-Term Lease” or “Lease.”** -- The existing template that was given to us for review contained the **defined term “Long-Term Lease” or “Lease.”** As you are aware, there is no longer a land lease in effect, and as such, all references to the “Long-Term Lease” or “Lease” should be removed from existing governing documents.

- The template contains references to the **Lease, Lessor, and Sponsor**. As you are aware, there is currently no longer a lease in place as it relates to the recreational land and facilities. As such, any and all references to the Lease should be removed from the template along with the use of the term Lessor.

2. **SPONSOR**

**“Sponsor”**-- The term **Sponsor** as defined and used in the template refers to the Developer. For all of the condominiums located within the community, turnover from the developer to the condominium took place a long time ago. As such, the references to Sponsor and Sponsor's rights are no longer needed to be contained in each respective condominium's governing documents **and should be removed.**

3. **RECREATIONAL LAND OWNER AND DEMISED PREMISES**

**“Recreational Land Owner”** --We recommend adding the defined term **“Recreational Land Owner”** to specifically identify the Owner of the Demised Premises, that was also previously identified as the land that was subject to the “Long Term Lease” or “Lease.”

- The land subject to the LONG-TERM LEASE was purchased in accordance with the Option Contract for Sale and Purchase that was entered into between Century Village East, Inc., the former owner of the land subject to the LONG-TERM LEASE and CenClub Homeowners Association, Inc. that is attached to the Declaration of Restrictive Covenants that is recorded in Official Record Book 6521, Page 151 of the Public Records of Broward County, Florida on March 16, 1976.
- “DEMISED PREMISES”-- CenClub Recreation Management, Inc. became the owner of the DEMISED PREMISES in accordance with the Special Warranty Deed recorded in the Public Records bearing Instrument Number 117558713 in Broward County, Florida.

The **newly defined term below** identifies the Recreational Land Owner as CenClub Recreation Management, Inc., and specifically identifies the Special Warranty Deed recorded in the Public Records of Broward County, Florida that reflect the change in ownership. **This information should be inserted** in the definition section of the template. Specifically, Section 3.27 of the template should be amended to remove the language related to “Long-Term Lease” and amend the definition of “Demised Premises” set forth therein with the below language. Additionally, the definition section of the template, should be amended to add Section 3.35 that contains the definition for “Recreational Land Owner” that is set forth below.

“DEMISED PREMISES” means the RECREATION AREAS and FACILITIES described and demised in said Special Warranty Deed recorded in the Public Records bearing Instrument Number 117558713 in Broward County, Florida.

“RECREATIONAL LAND OWNER” means the owner of the DEMISED PREMISES, CENCLUB RECREATION MANAGEMENT, INC., previously known as CenClub Homeowners Association, Inc., as set forth in the Special Warranty Deed recorded in the Public Records bearing Instrument Number 117558713 in Broward County, Florida.

4. **CENCLUB HOMEOWNERS ASSOCIATION, INC. TO CENCLUB RECREATION MANAGEMENT, INC.**

CenClub Recreation Management, Inc. was previously known as CenClub Homeowners Association, Inc. On or about January 27, 2020, a Certificate of Amendment to the Articles of Incorporation of CenClub Homeowners Association, Inc. officially changing the name of CenClub Homeowners Association, Inc. to CenClub Recreation Management, Inc. We feel it is **important to incorporate this newly defined term** to expressly set forth the entity that currently owns the land that was previously subject to the “Long Term Lease” or “Lease.”

5. **CEN DEER COMMUNITIES, INC. WAS REPLACED BY CVE MASTER MANAGEMENT COMPANY, INC.**

At the time in which the community was developed, the “Master Management Firm” was Cen Deer Communities, Inc. Cen Deer Communities, Inc. no longer acts as the Master Management Firm, but rather those services are performed by CVE Master Management Company, Inc. On or

about March 9, 1983, CVE Master Management Company, Inc. filed its Articles of Incorporation with the State of Florida. Article V of the Articles of Incorporation entitled “PURPOSES” expressly states:

“The general purposes and objects of this Corporation are as follows:

1. To accept from Cen-Deer Communities, Inc. (“CEN-DEER”) the assignment of the Master Management Agreements (“AGREEMENTS”) entered into by and between the unit owners who purchased condominium parcels at CENTURY VILLAGE EAST and said Company, all of which are recorded in the public records of Broward County, Florida.
2. To assume and perform the obligations and accept the privileges of CEN-DEER pursuant to the AGREEMENTS to be assigned to this Corporation by CEN-DEER.
3. To assume and perform any other lawful purpose.”

The change from Cen-Deer Communities, Inc. to CVE Master Management Company, Inc. was the result of an Assignment and Assumption Agreement executed between the parties on July 1, 1983, pursuant to a Settlement Agreement Cen-Deer had entered into with COOCVE which compelled the assignment to take place (wherein CVE Master would assume all the obligations and rights as set forth in the Master Management Agreements that are attached to each respective Declaration of Condominium as Exhibit 6).

#### 6. AMEND DEFINITION OF MASTER MANAGEMENT FIRM

Based on the foregoing, **the definition of Master Management Firm should be amended** to reflect the current entity, CVE Master Management Company, Inc., that is acting as the Master Management Firm. **This information should be inserted** in the definition section of the template. Specifically, Section 3.29 of the template should be amended to amend the definition of the term “Master Management Firm” as set forth below. Further, Section 3.32 of the template should be amended to amend the definition of the term “Master Management Agreement” as set forth below.

“MASTER MANAGEMENT FIRM” means CVE MASTER MANAGEMENT COMPANY, INC., a Florida corporation, its successors and assigns, which is the entity responsible for the coordination, operation and maintenance of the “COMMUNITY SERVICES and FACILITIES”.

“MASTER MANAGEMENT AGREEMENT” means that certain Agreement, which will be executed by each UNIT OWNER and CVE MASTER MANAGEMENT COMPANY, INC., for the operation, maintenance and management of the “COMMUNITY SERVICE and FACILITIES”.

## 7. “KAUFMAN” LANGUAGE

As originally written, the declarations of condominium for each respective condominium does not contain any language typically referred to as “**Kaufman**” language. If Kaufman language is contained in the Declaration, substantive statutory changes would be deemed to apply to the Association’s governing documents. Based on the absence of “Kaufman” language, the appropriate version of Chapter 718, Florida Statutes, governing each condominium is the version that existed in the public records at the time of recordation of each respective declaration of condominium. Without “Kaufman” language, an association cannot take advantage of any substantive changes contained in Chapter 718, Florida Statutes, that were enacted after the date of recordation of the declaration of condominium.

**DEFINITION OF TERMS.** The terms used in this AMENDED AND RESTATED DECLARATION and the EXHIBITS attached hereto shall have the meanings stated in the Condominium Act, *as amended from and/or renumbered from time to time and as follows, unless the context otherwise requires.*

Based on the foregoing, **we recommend that the Association considering incorporating “Kaufman” language into the definition of the Condominium Act and throughout the governing documents** (including the association’s articles of incorporation and its by-laws) to ensure that the condominium association can take advantage of all substantive changes that have been made to the statute by Florida’s legislature over the years since the creation of the condominiums in the Century Village East Community. **This information should be inserted** in the definition section of the template. Specifically, Section 3.9 should be amended to amend the definition of the term “Condominium Act” to incorporate the Kaufman language. If your documents defines the condominium act in other locations or reference(s) specific statutory provisions, you may want to consider adding Kaufman language to additional locations as well.

## 8. ADDITIONAL SUGGESTIONS

In addition to the items noted below, a big “hot topic” for amendments has been the authority of the Board of Directors to levy a special assessment and/or borrow money without unit owner approval. While your condominium association may not be currently debating and faced with this issue, we highly recommend that you review the language in the declaration and determine if the provisions of the governing documents require amendment. In addition, the Association’s authority to approve/disapprove transfers and/or leases needs to be specified in the declaration and should be reviewed to ensure that the association is acting in compliance with same.

Upon review of the foregoing, we would suggest scheduling a meeting to go over the proposed changes to the template to ensure that we have addressed all of your concerns.

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**SUMMARY TABLE**

**\*\*\*\*THE SUMMARY TABLE BELOW SHOWS THE OVERALL MAIN LOCATIONS WHERE CERTAIN PROVISIONS MAY BE FOUND IN THE TEMPLATE FOR MODIFICATION, REMOVAL AND/OR ADDITION BASED ON THIS DOCUMENT.**

**PLEASE NOTE THAT THE BELOW SHOULD NOT BE RELIED UPON AS REFERENCING EVERY SINGLE LOCATION OR SECTION WHERE SAID TERMS ARE UTILIZED IN THE TEMPLATE AND EACH ASSOCIATIONS' INDIVIDUAL GOVERNING DOCUMENTS.**

**THE BELOW CHART SHOULD BE UTILIZED ONLY AS AN INITIAL REFERENCE FOR SUMMARY PURPOSES\*\*\*\***

<b><u>TERM</u></b>	<b><u>REMOVAL</u></b>	<b><u>ADDITION</u></b>
<b>Long-Term Lease or Lease</b>	<p><b><u>From Declaration:</u></b> Sections 3.18, 3.27, 3.28, 6.5, 8.4, 10.6, 12.4, 12.8, 14.1, 14.11, 15.2, 15.4, 15.6, 16.3 d, Section 17 to be deleted in its entirety, 20.6</p> <p><b><u>From Articles of Incorporation:</u></b> Article IV, Section 2 (g)</p> <p><b><u>From By-Laws:</u></b> Section 1.2, 3.4, 4.14, 7.7, Article 9, Article 16</p>	
<b>Sponsor</b>	<p><b><u>From Declaration:</u></b> Sections 4.4.2, 18.3 d, 18.3 e, 19.1, 20.1, 20.2</p>	
<b>Recreational Land Owner</b>		Add Section 3.35 to Declaration
<b>Demised Premises</b>		Amend Section 3.27 of Declaration
<b>Kaufman Language</b>		<p><b><u>From Declaration:</u></b> Amend Section 3, 3.9, Section 15.2, 15.7, 16.4</p> <p><b><u>From Articles of Incorporation:</u></b> Article II, Article IV 2</p> <p><b><u>From Bylaws:</u></b> Section 6.10, 7.1, 7.5, 7.10, 12.1 h (1)</p>

