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

1999 UCO MODEL DOCUMENTS MASTER
DECLARATION OF CONDOMINIUM AND BY-LAWS
CENTURY VILLAGE, WEST PALM BEACH, FLORIDA

COMES NOW THE UNITED CIVIC ORGANIZATION, INC., (UCO), and hereby declares a Master Declaration 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 Declaration and By-Laws.

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

UNITED CIVIC ORGANIZATION, INC.

By: Kurt In
President

Attest: Jay 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 Jay Bromberg, Secretary. Both are personally know to me and [] did or [x] did not take an oath.

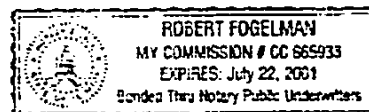
Notary Public

ROBERT FOGELMAN

Printed Notary Name

My Commission Expires: 7-22-01

cv\wcoamend.wpd



This Instrument Prepared By:
Rod Tennyson, Esq.
1801 Australian Ave. S., #101
West Palm Beach, FL 33409

**1999 UCO Model Document
Century Village, West Palm B
AMENDED DECLARATION OF CONDO**

I

SUBMISSION STATEMENT

The undersigned, being the owner of record of the fee simple interest in the real property set forth hereinafter, situate and being in Palm Beach County, Florida, and set forth as the Condominium property in the Survey Exhibits attached hereto, which are made a part hereof as though fully set forth herein, (together with the improvements and fixtures therein contained, not personally owned by unit owners) in the said realty, together with improvements thereon, is submitted to Conform 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 included herein thereby, and does herewith file for record this Declaration of Condominium.

Definitions: - As used in this Declaration of Condominium, the terms and definitions in the Survey Exhibits attached hereto, and all Amendments thereof, unless the context clearly indicates otherwise, the following definitions shall prevail:

are reserved for the use of a certain unit or units, to the exclusion of

F. Condominium means that form of ownership of which units of improvements are subject to ownership by one or more persons, each having an undivided share in the common elements appurtenant to each unit, as part thereof, an undivided share in the common elements.

G. Condominium Act means and refers to the Condominium Act, Florida Ch. 718 as the same may be amended from time to time.

H. Common Expenses means the expenses for which the Association.

I. Common Surplus means the excess of all receipts of the Condominium, including but not limited to assessments, and revenue elements, over and above the amount of common expenses of this Condominium.

J. Condominium Property means and includes the land, whether or not contiguous, and all improvements thereon and all easements and interests intended for use in connection with the Condominium, including the common elements and all improvements thereon as provided in the original Declaration of Condominium.

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

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

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

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

O. Developer means CENTURY VILLAGE, INC. and its successors or assigns.

P. Institutional Mortgage means a Bank Savings and

F.S..

T. Long-Term Lease and Century Village Club recreational area and refers to the interest of the Association in and to the recreational area and pursuant to the Long-Term Lease. Likewise, the term "recreational area and Century Village Club recreational area and/or facilities" means the same as it means the Lessor under the Long-Term Lease.

U. Management Agreement means and refers to any agreement as provided in Section 718.3025 F.S. which provides for the management of the Condominium property.

V. Management Firm means and refers to any firm or association as provided in Ch. 468 F.S. or The United Civic Organization, Inc. (hereinafter "UCO") for the management of the Condominium property, as provided in Section 718.3025 F.S. "Management Firm or Association" or similar phrases shall mean the same as it means when a Management Agreement is in effect and shall mean the Association when no Management Agreement is in effect. UCO as such can be considered by the Association.

II NAME

The name by which this Condominium is to be identified is set forth in the original Declaration.

III IDENTIFICATION OF UNITS

The Condominium property consists of all units in the apartment building and all improvements, as set forth in Exhibit No. 1 to the original Declaration.

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

IV

OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the condominium shall own an undivided interest in the common elements and limited common elements, and the undivided interest, shall be determined by the ownership in the said common elements and limited common elements as set forth in the original Declaration.

The fee title to each Condominium parcel shall include both the unit and the undivided interest in the common elements, said undivided interest shall be deemed to be conveyed or encumbered with its respective interest in the common elements. 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" throughout this Declaration, shall mean both common elements and limited common elements, unless the context otherwise specifically requires.

V

VOTING RIGHTS

There shall be one person, with respect to each unit ownership, who shall be entitled to vote at any meeting of the Association - such person shall be known (and referred to) as the Voting Member. If a unit is owned by more than one person, the owner shall designate one of them as the Voting Member, or in the case of a Corporate unit, the person designated as the Voting Member thereof shall be the Voting Member. The designation of the Voting Member shall be in writing and shall be filed with the Association.

under the Long-Term Lease and any Management Agreement shall as specified and set forth in "Exhibit A" to the original Declaration. The common expenses and assessments shall remain, regardless of Condominium parcels, their location, or the building square footage in unit. Any common surplus of the Association shall be owned by each owner in the same proportion as their percentage ownership interest in the common elements, the surplus being the excess of all receipts of the Association, for this Condominium, limited to assessments, rents, profits and revenues on account of the Condominium, over the amount of the common expenses of this Condominium.

Common expenses shall also include reasonable transportation expenses, salaries of officers and directors, road maintenance and operation expenses, and any other expenses reasonably related to the general benefit of the unit owners even when such 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 Association, called and convened in accordance with the Bylaws of this Condominium, by a majority of Voting Members casting not less than two-thirds (2/3) of the votes, provided a quorum is present.

All Amendments shall be recorded and certified, as required by law. No Amendment shall change any Condominium parcel, nor a Condominium owner's share of the common expenses or common surplus, nor the voting rights of any owner, nor the record owner(s) thereof, and all record owners of mortgages, or other interests in the Condominium, shall join in the execution of the Amendment. No Amendment shall be made which would alter the basic structure of the Condominium.

VIII BY-LAWS

The operation of the Condominium property shall be governed by the By-Laws of the Association, which are set forth in a document annexed to this Declaration and made a part hereof. If the Association has incorporated, then the provisions of the Association's Articles of Incorporation attached hereto shall be made a part hereof (if applicable).

No modification of or Amendment to the By-Laws of said Association shall be set forth in or annexed to a duly recorded Amendment to this Declaration, but no Amendment to said By-Laws which would affect or impair the validity or priority of any mortgage on any parcel(s), or which would change the provisions of the By-Laws with respect to Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record, shall be amended without the written approval of the Lessor under the Long-Term Lease Amendment of this Declaration, as provided in Article VII herein-above.

IX THE OPERATING ENTITY

The operating entity of the Condominium shall be an Association, pursuant to Section 718.111 F.S. which shall be organized and operated pursuant to the following provisions: -

A. The name of the Association shall be as specified in an exhibit to the Declaration specifically adopts the Model Documents.

B. The said Association shall have all of the powers and authority of a corporation as provided in the

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 shall not be hypothecated or transferred in any manner, except as an appurtenance to the unit.

Every owner of a Condominium parcel, whether he has acquired the unit by deed, conveyance or transfer by operation of law, or otherwise, shall be bound by the Association, the provisions of this Declaration, the Long-Term Lease and the Management Agreement.

X ASSESSMENTS

The Association whose name appears at the end of this instrument, its Board of Directors, may delegate to a Management Firm certain powers of it to determine from time to time the sum or sums necessary and adequate to pay the expenses of the Condominium property, and such other sums as are specified in this Declaration and the By-Laws, and Exhibits attached hereto, for such term as may be provided in the Management Agreement. The portion of the common expenses shall be fixed and determined by the Lessor, as provided under the Management Agreement. The procedure for the determination of all such assessments shall be as set forth in the Association and this Declaration and Exhibits attached thereto.

The common expenses shall be assessed against each Condominium unit as provided for in Article VI of this Declaration. Assessments and installments due more than ten (10) days after due date, shall bear interest at the rate of eighteen percent per annum from due date until paid; a late charge of \$25.00 shall be due and payable on the date of delinquency.

The Association and the Management Firm shall have a lien on all tangible personal property located within the unit for unpaid assessments, together with interest thereon, against the unit owner.

compromise the same, if deemed in their best interests. Said lien shall be enforced in the manner provided for by the Condominium Act, and shall have the priority of a first lien. The Association shall be entitled to bid at any sale held pursuant to a foreclosure of said lien, and to apply as a cash credit against its bid, all sums due, as provided in the Condominium Act, in the event such lien is enforced. In case of such foreclosure, the unit owner shall be required to pay for the Condominium parcel, and the Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

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

Any person who acquires an interest in a unit, except through a foreclosure of a First Mortgage of record, as specifically provided in the Paragraph immediately preceding, without limitation, persons acquiring title by operation of law, including but not limited to, shall not be entitled to occupancy of the unit or enjoyment of the common areas until all unpaid assessments due and owing by the former unit owner have been paid in full. The Association, acting through its Board of Directors, shall have the right to enforce its rights for the recovery of any unpaid assessments to any third party.

confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

Should a unit owner wish to sell, lease or rent his unit, he shall, before accepting any offer to purchase, sell or lease, or rent, his unit, deliver to the Board of Directors of the Association, a written notice containing the name and address of the person (s) to whom the proposed sale, lease or rental is being offered, the purchase agreement and the terms of the offer he has received or will receive, and such other information (to be requested within five days from receipt of the offer) as may be required by the Board of Directors of the Association. The Board of Directors is authorized to waive any or all of the references aforementioned.

The Board of Directors of the Association, within thirty (30) days of receipt of the notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee, which cause need not be set forth in the notice from the Board of Directors to the unit owner. However, the Association shall not unreasonably withhold its consent to a prospective sale, rental or lease.

Failure of the Board of Directors to object for good cause, shall not prevent the unit owner from being free to make or accept the offer specified in his notice, and sell, lease or rent the unit thereto, to the prospective purchaser or tenant named therein, within the time specified in the notice was given.

The consent of the Board of Directors of the Association or its objection shall be in recordable form, signed by two Officers of the Association or the President and Secretary, and shall be delivered to the purchaser or lessee. Should Board of Directors fail to

designate the occupants of the unit as it desires, and for such per compliance with the provisions of this Article XI.

B. MORTGAGE AND OTHER ALIENATION OF UNIT

1. A unit owner may not mortgage his unit, nor any interest of the Association or Management Firm, except for a first mortgage as hereinbefore defined. The approval of any other mortgage or mortgage holder subordinating the mortgage behind the Association's assessments or upon conditions determined by the Board of Directors or Management Firm, and said approval, if granted, shall be in recordable form and signed by the Officers of the Association or Management Firm.

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

(a) The sale is to a purchaser approved by the Association, and 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 by the Declaration, shall be void, unless subsequently approved by the Association or Management Firm, and said approval shall have the same force and effect as if given and filed of record simultaneously with the instrument it approves.

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

The phrase "sell, rent, or lease", in addition to its general meaning, shall include the transferring of a unit owner's interest by gift, devise or bequest.

In the event a unit owner dies and his unit is conveyed or bequeathed to his spouse, children, or parents, or if some other person is designated in his will, the provisions of this Article XI shall not apply.

thereupon, become the owner(s) of the Condominium parcel, subject to the Enabling Declaration and the Exhibits attached hereto.

If, however, the Board of Directors of the Association or Majority consent, then the members of the Association shall be given an opportunity next after said last above mentioned thirty (30) days, within which to furnish a purchaser for cash the said Condominium parcel, at the then fair market value. If the parties fail to agree on the value of such Condominium parcel, the said value shall be determined by an Appraiser appointed by the Senior Judge of the Circuit Court in and for the County in which the Condominium is located, upon ten (10) days' notice, on the petition of the deceased owner, the expense of appraisal shall be paid by the said designated person or persons representative of the deceased owner, out of the amount realized from the sale of the said parcel. In the event the members of the Association do not exercise their right to furnish a purchaser for said Condominium parcel within such period, then any person or persons so designated may then, and only in such event, take title to the said parcel; or, such person or persons, or the legal representative of the deceased owner of the said Condominium parcel, and such sale shall be subject in all other respects to the Enabling Declaration and Exhibits attached hereto.

5. The liability of the unit owner under these covenants shall not be affected by the fact that he may have leased, or rented said interest, as provided he or his estate, or lessee, shall take subject to this Declaration, the By-Laws of the Association, the Lease, and the Management Agreement, as well as the provisions of the Condominium Enabling Declaration and Exhibits attached hereto.

6. Special Provisions re Sale, Leasing, Mortgaging, or Refinancing of the Condominium Mortgagees, and the Management Firm:

(a) An Institutional First Mortgage holding a mortgage on the Condominium or the Lessor under the Long-Term Lease, upon becoming the owner of the Condominium through foreclosure, or by Deed in lieu of foreclosure, or whomsoever

XII INSURANCE PROVISIONS

A. LIABILITY INSURANCE:

The Management Firm or the Board of Directors of the Association shall purchase and insure the Association, the unit owners and the Management Firm, in such amounts and providing such coverage as the Management Firm or the Board of Directors of the Association, may determine from time to time, provided the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000. Premiums for the policy shall be paid by the Management Firm, as long as the Management Firm agrees thereafter, by the Board of Directors of the Association, and such Premiums shall be a common expense.

B. CASUALTY INSURANCE:

1. Purchase of Insurance: - The Management Firm or the Association shall purchase Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance for the insurable improvements within the Condominium, including personal property of the Association, in and for the interests of the Association, all unit owners' interests may appear, in a Company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the market value, as determined annually by the Management Firm, and, thereafter, the Association. The premiums for such coverage and other expenses shall be paid by the Management Firm, or by the Association as a common expense. The Company or Companies with whom the Association, shall place its insurance coverage, as provided in this Declaration, shall be responsible Companies, authorized to do business in the State of Florida.

2. Loss Payable Provisions - Insurance Trustee: A Management Firm or by the Association, shall be for the benefit of owners and their mortgagees, as their interests may appear; however, the named insured and it shall not be necessary to name the Association, however, a mortgage Endorsement shall be issued. Such policies shall be issued by the Insurance Trustee (as hereinafter defined), who must first acknowledge that the proceeds thereof will be held in accordance with the terms hereof. So that all insurance proceeds payable on account of loss or damage shall be held by the Insurance Trustee, which may be any Bank in Florida with trust powers, or by a Management Firm or by the Board of Directors of the Association, who shall act as the "Insurance Trustee". The Insurance Trustee shall not be liable for the cost of the Policies, nor for the renewal or the sufficiency of Policies, nor for the failure to receive such proceeds, nor for the form or content of the Policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the Association, herein, and for the benefit of the Association and the unit owners and their mortgagees in the following shares, but such shares need not be set forth upon the Policies. Insurance Trustee:

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

(b) Condominium Units: Proceeds on account of damage to units in the following undivided shares:-

(1) Partial Destruction - when units are to be repaired by the owners of the damaged units, in proportion to the cost of repairing the units by the owner.

(2) Total Destruction of Condominium in

after first paying or making provision for the payment of the expense in the following manner: -

(a) Reconstruction or Repair: - If the damage for which the proceeds are to be repaired and restored, the remaining proceeds shall be paid in the manner elsewhere provided. Any proceeds remaining after defraying such costs shall be for the beneficial owners, all remittances to unit owners and their mortgagees. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee. Said remittances shall be made solely to an Institutional First Mortgagee whose mortgage provides that it has the right to apply the insurance proceeds to the payment or reduction of its mortgage debt.

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

(c) Certificate: - In making distribution to unit owners, the Insurance Trustee may rely upon a Certificate of the Management Firm certifying the names of the unit owners and their respective shares of the distribution. The Attorney authorized to practice law in the State of Florida, a Title Insurance Company authorized to do business in the State of Florida. Upon receipt of the

promptly obtain reliable and detailed estimates of the cost of repairing

(b) If the damage or loss is limited to the common elements, or to any individual units, and if such damage or loss is not more than \$3,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee, the Management Firm, or to the Association, as hereinbefore provided, for the repair and restoration of the damage.

(c) If the damage or loss involves individual units, common elements, First Mortgages, as well as the common elements, or if the damage involves common elements alone, but is in excess of \$3,000.00, the insurance proceeds shall be paid to the Insurance Trustee for the repair and restoration of the property upon the written approval of the Management Firm, or the Association, provided, however, if the owner is an Institutional First Mortgagee, the written approval shall also be required of the Institutional First Mortgagee owning and holding the first recorded mortgage encumbering the property, as long as it owns and holds any mortgage encumbering a Condominium unit. If the aforesaid Institutional First Mortgagee is not the holder of a mortgage encumbering the property, approval and designation shall pass to the Institutional First Mortgagee holding the first mortgage indebtedness on units in the Condominium property. Should written approval be required, as aforesaid, it shall be said Mortgagee's duty to give written notice to the Insurance Trustee. The Insurance Trustee may rely upon the Certificate of the Management Firm, and the aforesaid Institutional First Mortgagee's written approval. If the approval of the Institutional First Mortgagee's approval is required, as to the payee and the amount to be paid, the Insurance Trustee and payees shall deliver paid bills and waivers of mechanic's liens to the Institutional First Mortgagee, any Affidavit required by law or by the Management Firm, as long as the same are in effect and, thereafter, or the Association, the aforesaid Institutional First Mortgagee shall deliver same to the Insurance Trustee. In the event that an Institutional First Mortgagee whose approval may be required, as aforesaid,

elements, for the portion of the deficiency as is attributable to the common elements, and against the individual owners for that portion attributable to his individual unit; provided, however, that if the Management of the Association, finds that it cannot determine with reasonable deficiency attributable to a specific individual damaged unit(s), then Board of Directors, shall levy an assessment for the total deficiency in proportion to the unit owners' share in the common elements, just had occurred in the common elements. The special assessment fund Management Firm, or the Association, to the Insurance Trustee, and a to the proceeds available for the repair and restoration

(f) In the event the insurance proceeds are sufficient for restoration and repair, or in the event the insurance proceeds are insufficient, raised by special assessment within ninety (90) days after the casualty, on hand to fully pay for such restoration and repair, then no mortgage the application of insurance proceeds to the payment of its loan, provision may be waived by the Board of Directors and or the Mortgage Institutional First Mortgagee upon request therefor, at any time. To proceeds are required to be paid over to such Mortgagee, the unit owner the funds so paid over, and said unit owner and his unit shall be satisfied such sum.

6. "Very Substantial" Damage: - As used in this Declaration with this Condominium the term "very substantial" damage shall mean three-fourths (3/4) or more of the total unit space in the Condominium or damage whereby seventy-five (75%) percent or more, of the total (placed as per Article XII.B.1) becomes payable. Should such "very s

(g) The Management Firm or the Board of Directors

(1) If the net insurance proceeds available together with the funds advanced by unit owners to replace Institutional First Mortgagees, are sufficient to cover the cost thereof, is required, then the Condominium property shall be restored and re of the unit owners of this Condominium shall vote to terminate the Co case the Condominium property shall be removed from the provision in the Public Records of Palm Beach County, Florida, an instrument to which said instrument shall further set forth the facts effecting the Association and executed by its President and Secretary. The termination become effective upon the recording of said instrument, and the become owners as tenants in common in the property -i.e., the real, personal property, and the Association's interest in the Long-Term structures of the Condominium and their undivided interests in the pro undivided interests in the common element of this condominium project mortgages and liens upon Condominium parcels shall become n undivided interests of such tenants in common, with the same priority

(2) If the net insurance proceeds available together with funds advanced by unit owners to replace insurance pro First Mortgagees, are not sufficient to cover the costs thereof, so the required, and if a majority of the unit owners of this Condomini assessment and to terminate the Condominium project, then it shall b minium property removed from the provisions of the law, as set forth and the unit owners shall be tenants in common in the property in suc mortgages and liens upon the Condominium parcels shall encumber t tenants in common, as is provided in said Paragraph 6.(c) (1) above unit owners of this Condominium vote in favor of special assessments

(d) In the event any dispute shall arise "substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association, shall be binding upon the Association.

7. Surplus: It shall be presumed that the first monies disburse for repair and restoration shall be from the insurance proceeds; and if there is a surplus, the Insurance Trustee after the payment of all costs of the repair and restoration shall be distributed to the beneficial owners of the fund, in the manner else provided.

8. Certificate: The Insurance Trustee may rely upon a Certificate from the Association, certifying as to whether or not the damaged property has been restored. Upon the request of the Insurance Trustee, the Management shall forthwith deliver such Certificate.

9. Plans and Specifications: Any repair and restoration must conform with the Plans and Specifications for the original building, or as the same may be amended, or according to the Plans approved by the Management Firm and the Association, which approval shall not be unreasonably withheld. If a change is contemplated, the approval of all Institutional First Mortgage Lenders shall be required.

10. Association's Power to Compromise Claim: The Management is hereby irrevocably appointed Agent for each unit owner, for the purpose of settling claims arising under Insurance Policies purchased by the Association, and to execute and deliver Releases therefor, upon the terms and conditions of such Insurance Policies.

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

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

E. Each individual unit owner shall be responsible for purchasing Liability Insurance to cover accidents occurring within his own unit, and upon his own personal property.

purpose. Unless the unit is vacant, at least one permanent occupant older. Otherwise, no person under the age of fifty-five (55) years of age may reside in any of the units or rooms thereof in this condominium, except that a person fifteen (15) years of age or older may be permitted to visit and temporarily reside for reasons for a period of 30 days in any calendar year.

The Board, upon application and review, may grant an exception and allow a limited number of persons under the age of fifty-five (55) years of age to reside in the unit in hardship to the applicant.

All prospective owners, lessees or occupants shall be required to show proof of age. This restriction and its enforcement in this condominium in any way engages in interstate commerce or is in any way an activity affecting interstate commerce or 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.

The unit owner shall not permit or suffer anything to be done on the unit which will increase the rate of insurance on the Condominium property, or which will interfere with the rights of other unit owners, or annoy them by unreasonable use of the unit. The unit owners shall not commit or permit any nuisance, immoral or illegal act on the unit or property.

No animals or pets of any kind shall be kept in any unit in this Condominium, except with the written consent of and subject to the rules and regulations for the keeping of said pets by the Board of Directors; provided that the Board of Directors may, at its discretion, allow a unit owner to keep a pet in the unit.

adopted by the Board of Directors. No clothes line or similar device shall be used on any part of the Condominium property, nor shall clothes be hung anywhere not specifically designated by the Board of Directors. No laundry facilities or equipment shall be used in any unit.

No person shall use the common elements or any part of the Condominium property and recreational facilities, or any other facilities, in a manner contrary to or not in accordance with the Rules and Regulations pertaining to the use of the same, which may be promulgated by the Association. No person shall use the common elements in a manner contrary to or not in accordance with the Rules and Regulations pertaining to the use of the same, which may be promulgated by the Lessor under the Long-Term Lease.

The initial Rules and Regulations are as set forth in the By-Laws, which are annexed hereto as "Exhibit No. 2", and same shall be deemed to be incorporated by reference into the By-Laws provided in the By-Laws.

XIV

MAINTENANCE AND ALTERATION

A. The Board of Directors of the Association may enter into a contract with any person or corporation, or may join with other Condominium Associations, for the maintenance and repair of the Condominium property(s), and may contract for or may join with other Condominium Associations and

Condominium's share of common expenses as to the recreational facilities hereinafter referred to, except as authorized by the Board of Directors, less than sixty-six and two-thirds percent (66-2/3%) of the unit owner(s) provided, the aforesaid alterations or additions do not prejudice the interests of the unit owner(s) whose consent has been obtained. The cost of the foregoing shall be as follows: Where any alteration or additions, as aforescribed - i.e., as to the common elements of this Condominium are exclusively or substantially for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be against and collected solely from the unit owner (s) exclusively benefiting, and the assessment shall be levied in such proportion as is deemed equitable by the Board of Directors of the Association. Where alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, such alterations or additions shall only be made when authorized by the Board of Directors, less than sixty-six and two-thirds percent (66-2/3%) of the unit owners exclusively benefiting therefrom, and where said unit owners are ten (10) or more, a majority of but one shall be required. Notwithstanding the foregoing, there shall be no charge to the portion of the common elements which is the _____ subject to the foregoing provisions of this sub-paragraph "B", together with _____ or more of the _____ apartment buildings in the _____ building being entitled to one (1) vote, regardless of the number of units contained

electric outlets and fixtures within the unit, and including those within doors, windows, screening and glass, including screening on the screen including the operating mechanisms, all exterior doors, except the paint, shall be a common expense of the Condominium; replace lights on screen and utilities-i.e., electric, water, sewage and telephone. Where a unit is called for and replacing the carpeting shall be borne by the unit owner.

2. Not to make or cause to be made any structural alterations to the unit or to the common elements. Alterations within a unit may be made with the consent of the Association, and all Mortgagees holding a mortgage on the unit.

3. To make no alterations, decorations, repair, or improvements to the common elements, or to any outside or exterior portion of the building or any part of the common elements. Said parties shall comply with the Rules and Regulations of the Board of Directors. The unit owner shall be liable for all damages to the common elements or the Condominium property, caused by the unit owner's negligence, whether said damages are caused by negligence, accident or otherwise.

4. To allow the Management Firm, the Board of Directors, or the Association, to enter into the unit for maintenance, inspection, repair, or replacement of the improvements within the unit, or to determine in case of emergency, circumstances threatening the safety of the common elements, or to determine compliance with the provisions of this Declaration.

addition thereto, the Management Firm, or the Association, shall have against the owner of a unit, and the unit, for such necessary sums addition or alteration, and to restore the property to good condition and have the same force and effect as all other special assessments. The Association, shall have the further right to have its employees or a appointed by it, enter a unit at all reasonable times to do such work : Management Firm, or by the Board of Directors of the Association, to provisions thereof.

E. The Association, shall determine the exterior color all exteriors, and shall be responsible for the maintenance thereof, exterior wall, door, window, or any exterior surface, or replace anything without the written consent of the Association.

F. The Association shall be responsible for the maintenance of the common elements and all portions of the Condominium maintained, repaired or replaced by the unit owner(s). Where property are a lake or drainage lagoon, or are subject to the easement being understood that lakes are a portion of a drainage lagoon, the cost be a common expense of the Condominium. Where a Condominium is a "collector road" within Century Village, by UCO, the cost of maintaining the said roadway which abuts the Condominium property shall be a common expense of the Condominium. Collector roads within Century Village shall include:

repair or replacement relating to limited common elements shall be a part of the common expenses of the Association. Should said maintenance be caused by the negligence or misuse by a unit owner, his family, guest, or invitee, the unit owner shall be responsible therefore, and the Management Firm, or the Association, shall levy an assessment against the owner of said unit, which assessment shall have the same effect as all other special assessments. Where the limited common element is an exterior 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 finish on the exterior of said porch, including floor and ceiling within said exterior screened porch, the maintenance, care and preservation and replacement of the screening on the said screened porch, the replacement of glass doors in the entrance way to said screened porch, and the replacement of the screening on the said screened porch, and wiring, electrical outlets and fixtures thereon. The Association, shall assign specific parking spaces to unit owners in the parking area shown and designated on Exhibit No.1 to the original Declaration of Condominium.

XVI TERMINATION

This Condominium may be voluntarily terminated in accordance with Section 718.117 of the Condominium Act, at any time - however, the termination of the Condominium under the Long-Term Lease shall also be required. In addition thereto, the Association shall be required to maintain the Condominium in accordance with the requirements of the Condominium Act.

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 subject to the following terms:

A. Exercise of Option: - An Agreement to Purchase, and/or the record owners of the parcels who will participate in the purchase, shall deliver, by personal delivery, or mailed by certified or registered mail, to each of the parcels to be purchased, and such delivery shall be deemed the Agreement to Purchase. The Agreement shall indicate which parcels will be purchased by each of the record owners, and shall require the purchase of all parcels owned by the record owners at the time of termination, but the Agreement shall effect a separate Contract of Purchase between the Seller and the Purchaser.

B. Price:- The sale price for each parcel shall be the fair market value as determined by an agreement between the Seller and the Purchaser, within thirty (30) days of such Agreement; and in the absence of agreement as to price, it shall be determined by the Senior Judge of the Circuit Court in and for Palm Beach County, Florida, upon the Petition of the Seller. The expenses of appraisal shall be paid by the Seller.

C. Payment: The purchase price shall be paid in cash or by check.

D. Closing: The sale price shall be closed within ten (10) days of the determination of the sale price.

Long-Term Lease, all monies due and to become due under the provisions of the Long-Term Lease, without limitation, expenses of rent and such other items as are specified in the Long-Term Lease, shall continue to be for the full term of said Lease, declared to be common expenses of the Association.

In order to secure the faithful performance of the obligations of the Unit Owner as Lessor under the Long-Term Lease, and to secure the unit owner's obligation to pay the common expenses as to the Long-Term Lease, each unit owner i.e., the Developer, shall execute a copy of the Long-Term Lease, together with the Declaration of Association, which Lease shall be recorded in the Public Records of the County of Palm Beach, together with the Deed of conveyance from the Developer-Lessor, to the Association, and in accordance with the terms of said Lease, as set forth therein, each unit owner shall improve and maintain the interest in his Condominium parcel in the subject Condominium in full compliance with the terms of said Lease.

The unit owner shall be entitled to the use and enjoyment of the common areas and facilities under the Long-Term Lease, subject to the Rules and Regulations of the Association and the Lessor.

Whenever any of the provisions of the Long-Term Lease conflict with the provisions of the Long-Term Lease shall be controlled by the Long-Term Lease.

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

XIX

MISCELLANEOUS PROVISIONS

A. The owners of the respective Condominium units shall not be deemed to have agreed to or authorized the installation of undecorated and/or unfinished surfaces of the perimeter walls, floors, or other public utility lines running through said respective Condominium units, nor shall the unit owner be deemed to have agreed to or authorized the installation of other public utility lines running through said respective Condominium unit or serve more than one Condominium unit, which items are, by these provisions, deemed to be part of the common elements. Said unit owner, however, shall be deemed to have agreed to or authorized the installation of inner decorated and/or finished surfaces of the perimeter walls, floors, paint, wall paper, etc.; however, all load-bearing walls located within the common elements shall remain to the unfinished surface of said walls.

B. The owners of the respective Condominium units shall not be deemed to have agreed to or authorized the installation of any encroachment or easement for the encroachment and maintenance of same, so long as the encroachment or easement is not for the benefit of the Condominium unit or common element or limited common element or for the benefit of the Condominium building or buildings are partially or totally owned by the owners of the Condominium parcels agree that encroachments on or limited common elements of Condominium units, as aforescribed, shall be permitted, and that a valid easement for said encroachments and

exist

deviation by the taxing authorities from the valuation herein prescribed for ad valorem taxes and special assessments as are separately assessed against

For the purpose of ad valorem taxation, the value of the Condominium parcel, in his Condominium unit and in the common area unit. The value of said unit shall be equal to the percentage of the value of the land including land and improvements, as has been assigned to said unit in the Declaration. The total of all said percentages equals 100% of the value of the improvements thereon.

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

F. If any of the provisions of this Declaration, or of the Long-Term Lease or of the Condominium Act, or any section, sentence, clause, phrase or word, in the application thereof, in any circumstance, is held invalid, the validity of the Declaration, the By-laws, the Long-Term Lease or the Condominium Act shall not be affected thereby.

G. Whenever notices are required to be sent hereunder

Notices to Century Village Inc. shall be delivered to Century Village, West Palm Beach, Florida 33417.

All notices shall be deemed and considered sent to the owner. Any change his or its mailing address by written notice, duly receipted for, by the personal representatives of a deceased owner or devisee, or any other representative, may be delivered either personally or by mail, to such person appearing in the records of the court wherein the Estate of such owner is administered.

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

H. The "Remedy for Violation", provided for in the Condominium Act, shall be in full force and effect. In addition there shall be the Management Firm, on behalf of the Association, or on its own behalf, may bring a Court action to bring about compliance with the law, this Declaration, upon a finding by the Court that the violation complained of by the owner so violating shall reimburse the Management Firm and the Association for the 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 Association - when authorized by a vote of the majority of the total votes of the Association, and approved by all of the owners and holders of lots and encumbering Condominium parcels, and the Management Firm,

expenses.

J. Whenever the context so requires, the use of any gender shall include all genders, and the use of the singular shall include the plural, and plural. The provisions of the Declaration shall be liberally construed to effect a uniform plan for the operation of a Condominium.

K. The captions used in this Declaration of Condominium Documents hereto, are inserted solely as a matter of convenience and shall not be construed to affect the effect or meaning of any of the text of this Declaration.

L. Where an Institutional First Mortgage, by some other instrument, is a First Mortgage, but it is evident that it is intended to be a First Mortgage, for the purpose of this Declaration and Exhibits annexed, be deemed to be an

M. If any term, covenant, provision, phrase or other provision in any documents is held invalid or unenforceable for any reason whatsoever, it shall be deemed to affect, alter, modify or impair in any manner whatsoever the covenant or element of the Condominium documents.

N. By way of clarification as to Article VII of this Declaration, no Amendment affecting the Long-Term Lease which would change the Long-Term Lease nor the manner of sharing common expenses and shall impair the rights of unit owners to the use and enjoyment of the real

shall any such Amendment affect, impair or prejudice the validity, rig gages encumbering parcels in this Condominium. The Board of D Association are empowered and authorized, without the approval of Long-Term Lease and this Declaration, as contemplated in this Para

O. The Condominium property may not be abutting, public street, road, or right- of-way. UCO covenants to provide acce and Okeechobee Boulevard (a public dedicated road), to the Cor purposes for ingress and egress, and for such easements as may be re service easements. The access easement area contemplated in this par of all persons resident upon the lands or portions of the lands descri June 11th, 1968, and recorded in Official Records Book 1659 at P Agreement, ORB 8328, Page 1533. June 30, 1994; a Roadway Ease June 30, 1994; a Quit Claim Deed, ORB 8653, Page 1006, March ORB 8864, Page 1084, August 4, 1995; and a Corrective Quit Claim Sept. 7, 1995 all of the Public Records of Palm Beach County, Florid by UCO in its sole discretion. The aforesaid easement shall not cre easement land, nor shall it run with this Condominium, and UCO sha change and relocate such access easement as often as it desires, w Condominium Association, the unit owners in this Condominium, at the use of said access easement consenting to or joining in an i

drainage lagoons and utility service easement as the Developer may require, and provided the Developer causes the necessary repairs to be made to the easements, and provided the foregoing does not structurally weaken the Condominium property, nor unreasonably interfere with the enjoyment of the property by the unit owners. The Developer and its designees shall have the right to use the Condominium property for the purpose of constructing, maintaining and the equipment thereon. Where a portion of the Condominium property is shown on Exhibit No. 1 to the original Declaration, said area is a Drainage easement, and the right to herein shall be for the benefit of those persons in residence upon the property described in the Deed hereinabove set forth, and such other parties as the Developer may determine in its sole discretion. The term "lagoon" when used throughout this Declaration shall include the term "lake".

Should the Developer grant additional access to the property and/or as may be required for drainage lagoons and utility services, and easements designated in Exhibit No. 1, the same shall automatically be deemed to be hereinbefore provided, as if originally set forth herein.

P. The Lessor under the Long-Term Lease reserves the right to amend the Declaration of Condominium by adding to the leased premises described in the Long-Term Lease, areas of land, with improvements thereon, located within the area described in that certain Deed dated June 11th, 1968, and recorded in C

Page 204 of the Public Records of Palm Beach County, Florida. The

this Condominium under the Long-Term Lease, except such increase for under said Long-Term Lease. The Long-Term Lease provides for specific circumstances, as provided therein, as to the premises original circumstances shall be applicable to any additionally leased lands, and units created by this Declaration, and all Lessees of the demised premises in the same proportion and manner as provided in said Long-Term Lease. In the foregoing, the Lessor may specify that certain Lessees shall not be entitled to additional recreational areas and in such event, said Lessees not entitled shall not be required to share in an increase of rent applicable thereto. All Lessees of the premises as so described shall be entitled to the use and enjoyment of all recreational areas included in this paragraph, unless the Lessor specifies that the Lessees shall not be entitled to additional recreational area(s). An Amendment of this Declaration, as amended, need only be executed and acknowledged by the Lessor, and not by the Association, the unit owners, lienors, mortgagees, or any other parties. Any Amendment of Declaration of condominium shall be filed in the Public Records of Dade County, Florida, and said Amendment to this Declaration of Condominium shall have the same effect as though the additional demised land and obligations thereto. The method of amending this Declaration of Condominium in regard to the matters specifically set forth in this paragraph shall be as provided in the provisions for the method of amendment to this Declaration of Condominium.

lake or lagoon may be a portion of the demised premises under the Club facilities Lease. Where said lake or lagoon is a part of the demised premises subject to the Rules and Regulations and provisions in regard thereto under the long-Term Lease, and as provided in said Long-Term Lease, improvements may be constructed on the Condominium adjacent to said lake or lagoon and the approval of the Lessor thereof being first obtained. Where a portion of this Condominium is a lake or lagoon, such lake area and any improvements thereon shall be subject to the Regulations as promulgated by the Management Firm, as long as the Lease remains in effect and, thereafter, by the Associations responsible for the maintenance of same, and any improvements on the Condominium in the area adjacent to said lake or lagoon must first be approved in writing by the Management Firm, as long as the Lease remains in effect, and thereafter, by the Associations responsible for the maintenance of said lake or lagoon. Where said lake or lagoon is a portion of a Condominium, any improvements thereon, and any improvements on a Condominium in the area adjacent to said lake or lagoon, in addition to the foregoing, shall be subject to the written approval of the Management Firm. Village Club recreation facilities Lease first being had and obtained.

T. The _____ Pool area shall be used in accordance with the Regulations as promulgated by the Management Firm, as long as the Lease remains in effect, and thereafter by the Associations responsible for the maintenance of same. The initial Rules and Regulations and all amendments thereof shall be posted in a conspicuous place in the _____ Pool area. The

for a period not to exceed thirty (30) days, for any infraction of Regulations pertaining to said facilities. Should the unit owner or the area rights to use same be suspended, there shall be no reduction in the by said unit owner or authorized user.

Any person who is the owner of a Condominium together with spouse and other members of said parcel owner's residence in the Condominium parcel, as provided herein, and as specified in this Declaration of Condominium, may use the _____ herein. Where a Corporation is a parcel owner, the use of the _____ limited at any one time to such officer, director or employee of said residence, and such individual shall be deemed to be the Condominium purposes of this paragraph. All unit owners' children and children of guests such age as determined by the Management Firm, as long as the Management Firm is in effect, and thereafter, by the Associations, must be accompanied by the _____ Pool area as the Management Firm, and thereafter. Guests and invitees of a unit owner, including children under an age as determined by the Management Firm, whether in temporary residence in the Condominium to use the _____ Pool area, if at all, with the permission of the Management Firm, subject to the terms and conditions as the Management Firm may determine, including the payment of additional compensation therefore, it being understood that the

Pool area is primarily designed for the use and enjoyment of the residents of the Condominium.

said family in residence be a lessee of said Condominium unit or other Condominium unit and leases same, the lessee shall be entitled to the area, and said lessee's rights thereto shall be the same as though said lessee were the owner of said unit. During the term of said lease, the unit owner and his family shall not have the right to use the _____ Pool area.

The rights, privileges, duties and obligations of the Management Association(s) shall be as set forth in the Management Agreement, as long as said Management Agreement remains in effect, and in the absence of such Agreement, the rights, duties, privileges and obligations shall be as set forth in the Management Agreement of the Association(s). Where there is more than one Association, each Association shall appoint one person who shall exercise the rights, duties, privileges and obligations of the Management Firm as to the _____ Pool area. This proviso shall not apply to the size or number of units that said Association operates. Said person shall 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 "Associations", where used throughout this subchapter, shall mean and mean the parties responsible for the operation of the apartment building or Section, whether same are condominium apartment buildings or other apartment building and its unit owners, if same is a Condominium, and its occupants, if same is not a Condominium, shall be entitled to the use and enjoyment of the Pool area as provided herein.

EXHIBIT NO. 2**BY-LAWS****ARTICLE I. IDENTITY**

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

The Association whose name by an adopting Am organized and existing pursuant to the Florida Condominium Act for the aforesaid Condominium. If applicable, a copy of the Artic Association is attached hereto as Exhibit No. 2a.

Section 1. The Office of the Association shall be at t at such other place as may be subsequently designated by the Board o

ARTICLE II. MEMBERSHIP AND VOTING P

Section 1. Membership in the Association shall Condominium units, as identified in the preceding Declaration of Cor Laws are attached. Transfer of unit ownership, either voluntarily terminate membership in the Association, and said membership is to b

If unit ownership is vested in more than one person, then all of the ne

of Directors, to cover the cost of contacting the references given by costs of investigation that may be incurred, not to exceed \$100.00 per entity. Provided, however, no such fee shall be charged for the rene

Section 2. Voting.

(a) The owner(s) of each Condominium unit shall have one vote for each Condominium unit owned. If a Condominium unit owner owns more than one unit, he or she shall be entitled to one vote for each unit owned. The vote of a Condomini

(b) A majority of the unit owners' total votes shall be required to amend the By-Laws, Declaration of Condominium, Long-Term Lease or Management Agreement, or otherwise, in which event the voting percentage required in the By-Laws, Declaration of Condominium, Long-Term Lease or Management Agreement shall be

Section 3. Quorum. Unless otherwise provided in the By-Laws, a majority of the unit owners' total votes shall be required to act. "majority" of the unit owners' total votes shall mean unit owners holding more than one-half of the total votes.

Section 4. Proxies. Votes may be cast in person or by proxy. A proxy must be in writing and signed by the person entitled to vote (as set forth below) and filed with the Secretary prior to the meeting in which they are to be used. The proxy must designate the particular meeting designated therein. Where a unit is owned jointly by two or more persons, if they have not designated one of them as a voting member, a proxy may be executed by any one of them and wife where a third person is designated.

Section 5. Designation of Voting Member. If a Condominium unit is owned by two or more persons, they shall designate one of them as the voting member.

If such a Certificate is not on file with the Secretary of the Association, then one person or by a Corporation, the vote of the unit concerned in determining the requirement for a quorum, or for any purpose requiring a unit to be entitled to cast the vote for the unit, except if said unit is owned by a Corporation, Certificates shall be valid until revoked or until superseded by a subsequent change in the ownership of the unit concerned. If a Condominium is owned by a husband and wife, the following three provisions are applicable there

- (a) They may, but they shall not be required to
- (b) If they do not designate a voting member

meeting and are unable to concur in their decision upon any subject re their right to vote on that subject at that meeting. (As previously prov divisible.)

(c) Where they do not designate a voting member at a meeting, the person present may cast the unit vote, just as though individually, and without establishing the concurrence of the absent members.

ARTICLE III. MEETING OF THE MEMB

Section 1. **Place.** All meetings of the Association shall be held at the principal office of the Association, or at such other place and at such time as shall be designated by the Association and stated in the Notice of the meeting.

writing, of voting members representing a majority of the unit owners shall state the purpose or purposes of the proposed meeting. Business to be conducted at the meeting shall be confined to the objects stated in the Notice thereof.

Section 4. Waiver and Consent. Whenever the vote required or permitted by any provision of these By-Laws, to be taken at a meeting of the Association, the meeting and vote of members may be dispensed with if two-thirds (2/3rds) of the members who would have been entitled to attend the meeting were held, shall consent, in writing, to such action being taken. Notice of such action shall be given to all members, unless all members approve such action.

Section 5. Adjourned Meeting. If any meeting of the Association is adjourned 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 of a unit owner. Any action not the subject of an Association meeting, shall be by the voting members. Where a unit is owned jointly by a husband and wife, and they have no other person as a voting member, their joint approval or disapproval shall be required. If only one is present, the person present may cast the vote for the concurrence of the absent person.

ARTICLE IV. DIRECTORS

at least 30 days prior to the annual meeting:

b. At least 14 days prior to the annual meeting the Secretary shall prepare the Notice of annual meeting and list the declared candidates for the Board, a general proxy form which will allow unit owners to vote by general proxy, and all other issues on the agenda. All proxies shall comply with the Bylaws.

c. At the annual meeting further nominations for the Board may be received. 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 and five vacancies exist, owners shall vote for only five persons. Those five persons out of the seven receiving the most votes shall be elected.

d. An annual meeting to elect the Board may not proceed with less than a quorum of at least 51% of the total voting interests in person and/or by proxy. If the meeting may be adjourned not more than 60 days.

Section 2. Board of Directors. The organization's annual meeting of the Board of Directors of the Association shall be held within ten (10) days of the date set in place and time as shall be fixed by the Directors at the meeting at which the further notice of the organizational meeting shall be necessary, provided that the meeting shall be held at the place and time so fixed.

Section 3. Removal of Directors. At any time a Director may be removed from membership, at any duly convened regular or special meeting, any one or more Directors may be removed, with or without cause, by the affirmative vote of the vote of a majority of the members of the Association.

the purpose of filling said vacancy may be held at any meeting of the

Section 5. Disqualification and Resignation of Direc

at any time by sending a written notice of such resignation to the Office to the Secretary. Unless otherwise specified therein, such resignation thereof by the Secretary. Commencing with the Directors elected membership, the transfer of title of his unit by a Director shall automatically effective when such resignation is accepted by the Board of Directors to serve on the Board should he be more than thirty (30) days delinquent assessment, and said delinquency shall automatically constitute a resignation is accepted by the Board of Directors.

Section 6. Meetings. Meetings of the Board of Directors

President, and in his absence, by the Vice President, or by a majority of Directors, by giving not less than two (2) days' notice, in writing to the Board of Directors of the time and place of said meeting. All notices for 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 equivalent to the giving of notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted.

Section 8. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum.

duties necessary for the administration of the affairs of the Association things as are not by law or by the Declaration of Condominium. or to be exercised and done by the unit owners. These powers shall specifically 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 any other applicable laws.

(b) To make assessments, collect assessments, and enforce assessments to carry out the purposes and powers of the Association, as set forth in the Declaration of Condominium to which these By-Laws are attached.

(c) To employ, dismiss and control the maintenance and operation of the project, and of the common areas and to have the power to employ attorneys, accountants, contractors, and other professionals, subject to the delegation of the foregoing powers to a Management Firm or a Management Agreement, and subject to the provisions of the Long-Term Lease Agreement attached to the Declaration of Condominium to which these By-Laws are attached.

(d) To make and amend regulations respecting the use of the common elements and Condominium property and facilities, and the use of the Condominium units therein, subject to the delegation of the foregoing powers to a Management Firm, under the provisions of a Management Agreement, to which the Long-Term Lease Agreement shall remain in the complete care and control and use of the Association.

under the Long Term Lease

to purchase realty and items of furniture, furnishings, fixtures and equipment and enter into agreements pursuant to the Florida Condominium Act and the provisions of the Declaration of Condominium to which these By-Laws and the Long-Term Lease, attached to the Declaration of Condominium are attached.

(g) Designate one or more committees, which, upon resolution designating said committee, shall have the powers of the management of the business and affairs of the Association. Such committee shall consist of three (3) members of the Association, one of whom shall be a member. The 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 the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval specifically required.

ARTICLE V. OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be the President, a Vice President, a Secretary and a Treasurer.

Section 2. Election. The Officers of the Association shall be elected by the Board of Directors at the organizational meeting.

vacancy shall be filled by the Board of Directors.

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

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

Section 7. The Secretary. He shall issue notices of all meetings of the unit owners; he shall attend and keep the minutes of all meetings of the unit owners; he shall keep all the Association's books, records and papers, except those kept by the Treasurer; he shall perform the duties of the Secretary when the Secretary is absent.

(a) He shall have custody of the Association's funds; he shall disburse the funds payable to a Management Firm, as provided in the Declaration of Condominium; these By-Laws are attached, and shall keep full and accurate accounts of the Association's funds in books belonging to the Association, and shall deposit all monies and the proceeds of the Association 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 be kept in the manner required by the Condominium Act.

(b) He shall disburse the funds of the Association.

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

(f) The duties of the Treasurer may be fulfilled by any person employed by the Association, and the Management Firm, shall fulfill the duties specified in said Management Agreement, and shall have custody of the Association's funds as it determines in its sole discretion, and the foregoing shall include the duties assigned by the Secretary of the Association.

ARTICLE VI. FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association shall be deposited in banks and depositories as may be determined by the Board of Directors, and shall be withdrawn by resolutions approved by the Board of Directors, and shall be withdrawn on the demands for money signed by such officer or officers of the Association as authorized by the said Board Of Directors. Obligations of the Association shall be secured by the Association; provided, however, that the provisions of a Management Agreement between the Association and a Management Firm relative to the subject matter of this Article shall not be subject to the provisions hereof.

Section 2. Fidelity Bonds. The Treasurer and all officers of the Association, and all checks, and all officers and employees of the Association, and any contractor or person handling Association funds, shall be bonded in such amount as may be determined by the Board of Directors.

change to a different fiscal year in accordance with the provisions and prescribed by the Internal Revenue Code of the United States of America if the Board of Directors deems it advisable.

Section 4. Determination of Assessments.

(a) The Board of Directors of the Association shall determine from time to time, the sum or sums necessary and adequate for the operation and maintenance of the Condominium property. Common expenses shall include expenses for the repair or replacement of the common elements and the limited common areas, and the powers and duties of the Association, all insurance premiums including fire insurance and extended coverage, and any other expenses incurred from time to time by the Board of Directors of the Association in the operation of the Declaration of Condominium to which these By-Laws are attached. The Board of Directors, specifically empowered, on behalf of the Association, to make and contract for, and to maintain, repair and replace the common elements and limited common areas of the Condominium. Funds for the payment of common expenses shall be assessed on the owners in the proportions or percentages of sharing common expenses, as set forth in the Declaration of Condominium. Said assessments shall be payable monthly in advance on the first day of each month in advance, unless otherwise ordered by the Board of Directors. Should such be required by the Board of Directors, shall be in addition to the hereinbefore provided for regular assessments, and shall be payable in

Board of Directors. The foregoing powers and duties of the Association shall be exercised by the Board of Directors.

assessment, the Treasurer of the Association shall mail or present to of said unit owner's assessment. All assessments shall be payable to th and, upon request, said Treasurer shall give a receipt for each payme

(c) The Board of Directors retains the author the following:

(1) Special assessments for additional activities on the Condominium property.

(2) Acquisition of units, as provided in and pursuant to Article XIX.J., of the Declaration of Condominium attached, subject to the written approval of such parties as are specifi

(d) A Management Firm or the Board of Dire each fiscal year that shall include the estimated funds required to defr to provide and maintain funds to cover current expenses, and which expenditures within the year for which the budget is made, includin contingencies and working funds, (except expenditures chargeab improvements, or to operations); reserve for deferred maintenance wh than annually; reserve for replacement, which shall include funds for r because of damage, depreciation or obsolescence; betterments, which used for capital expenditures for additional improvements or additior be a part of the common elements; operations - the amount of whic funds or to meet losses. As to those elements of such budget whi

as provided herein and in the Declaration of Condominium, and generally in such manner and amounts as a Management Firm or the Board of Directors, in its discretion. The foregoing is subject to the provisions of the Long-Term Maintenance Agreement.

Section 6. Acceleration of Assessment Installments

A unit owner shall be in default in the payment of an installment upon any assessment if the Board of Directors may accelerate the remaining monthly installments thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall be due upon the date stated in the Notice, but not less than fifteen (15) days after the date of such Notice to the unit owner.

ARTICLE VII. ADDITIONS OR ALTERATIONS

There shall be no additions or alterations to the common elements of the Condominium which this Association operates and maintains, except as provided for in Article XIV-B. of the Declaration of Condominium attached.

ARTICLE VIII. COMPLIANCE AND DEFAULTS

Section 1. Violations. In the event of a violation (other than

assessment) by the unit owner in any of the provisions of the Declaration of Condominium,

or on behalf of the other unit owners.

(b) An action in equity to enforce performance

(c) An action in equity for such equitable relief
circumstances, including injunctive relief.

Upon finding by the Court that the violation committed by a unit owner so violating shall reimburse the Association for reasonable attorney's fees in bringing such actions. Failure on the part of the Association to maintain an account in equity within thirty (30) days from date of a written request, signed by the Board of Directors, shall authorize any unit owner to bring an action to account of the violation, in the manner provided for in the Condominium Act. If the Board of Directors are deemed by the Board of Directors to be a hazard to public health, safety or as an emergency matter by the Association, and the cost thereof shall be charged as a specific item, which shall be a lien against said unit with the same priority as a charge were a part of the common expenses.

Section 2. Negligence or Carelessness of Unit Owners

Unit owners shall be liable for the expense of any maintenance, repair or replacement of any common area by neglect or carelessness, or by that of any member of his family, or invitees, agents or lessees, but only to the extent that such expense is covered by insurance carried by the Association. Such liability shall include a claim for damages occasioned by use, misuse, occupancy or abandonment of any unit.

Nothing herein contained, however, shall be construed so as to modify any provision of the

documents, shall not constitute a waiver of the right of the Association right, provision, covenant or condition of the future.

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

Section 6. A Management Firm may act on behalf of the Association, and on its own behalf, with the same power and authority as the Directors of the Association as to all matters provided under this Article 6 inclusive, and said Sections 1 through 6 inclusive of this Article 6 including within the context of such Sections, violations of any Management Firm 2 above shall also be interpreted as meaning and including the Co-Management of recreational facilities under the Long-Term Lease, both real and personal property, and act upon its own determination and direction of the Board of Directors as to Section 1 hereinabove. Should the Management Firm fail to act, or be unable to act, the Directors as to Section 1. above, the Board of Directors may act on their own to the diverse types of situations that may arise between unit owner and the Association, violations, the Management Firm shall not be liable or responsible to the Association or unit owner.

person other than the Association as designee, pursuant to the provision having to obtain the consent of the membership thereto. The Board of Directors has the right to designate the Association as being "willing to purchase, lease or leasehold" on the same terms upon adoption of a resolution by the Board of Directors recommending the lease to the membership, but not withstanding the adoption of such resolution by the Board of Directors, the Association shall not be bound and shall not be obligated except upon the authorization and approval of the affirmative vote of not less than sixty percent (60%) of the total votes of the unit owners present at a meeting of the unit owners wherein said matter is voted upon. The provisions of the Declaration of Condominium to which these By-laws are attached, shall prevail herein relative thereto.

Section 2. Acquisition on Foreclosure. At any foreclosure sale authorized by the Board of Directors may, with the authorization and approval by the affirmative vote of not less than sixty percent (60%) of the total votes of the unit owners at a regular or special meeting of the unit owners wherein said matter is voted upon, the Association, or its designee, a Condominium parcel being foreclosed upon shall be used in this Section, shall mean and include any foreclosure of a mortgage or assessments. The power of the Board of Directors to acquire a parcel at a foreclosure sale shall never be interpreted as any requirement or obligation of the Board of Directors or of the Association to do so at any foreclosure sale.

unit owners provided:

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

(2) The Amendment shall be approved by the
members casting not less than two-thirds (2/3) of those present in
quorum is present) of the unit owners: and

(3) Said Amendment shall be recorded and c
Condominium Act. Notwithstanding anything above to the contrar
Article III., Section 6, of the By-Laws occurs, these By-Laws may ne
resolution requesting the said Amendment from the Board of Directo

(4) Notwithstanding the foregoing, these By-laws
the written approval of the Lessor under the Long-Term Lease, and as
to the Declaration of Condominium to which these By-laws are attac

ARTICLE XI. NOTICES

Whatever Notices are required to be sent hereunder
accordance with the applicable provisions for notices, as set
Condominium to which these By-Laws are attached.

ARTICLE XII. INDEMNIFICATION

or Officer may be entitled.

ARTICLE XIII. LIABILITY SURVIVES TERMINATION

The termination of membership in the Condominium Association shall not release such former owner or member from any liability or obligations incurred or connected with the Condominium during the period of such ownership, nor shall it affect any rights or remedies which the Association may have against such former owner or member arising out of or in any way connected with such ownership and membership and obligations incident thereto.

ARTICLE XIV. LIMITATION OF LIABILITY

Notwithstanding the duty of the Management Firm to maintain and repair parts of the Condominium property, the Management Firm shall not be liable for injury or damage caused by a latent condition in all the property caused by the elements, or by other owners or persons.

ARTICLE XV. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the Association.

ium unit shall be paid before becoming delinquent, as provided in the or by law, whichever is sooner.

Section 2. Notice of Lien. A unit owner shall give notice of 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 of suit or other proceeding which will or may affect title to his unit or common area within five (5) days after the unit owner receives notice to be given within five (5) days after the unit owner receives notice.

Section 4. Failure to comply with this Article concerning the validity of any judicial sale.

ARTICLE XVII. RULES AND REGULATIONS

Section 1. As to Common Elements. The Board of Directors shall, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the operation, use, maintenance, management and control of the Condominium, and any facilities or services made available to the unit owners. 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 shall, from time to time, adopt or amend previously adopted Rules and Regulations governing the use, maintenance, management and control of the Condominium Units.

supervision. Said building Rules and Regulations are as follows:

1. The sidewalk, entrances, passages, elevators, stairways, corridors, halls, and all of the common elements must not be used for any purpose other than ingress and egress to and from the building. No carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, or other articles of a similar type and nature be stored therein. Children shall not play in the corridors, elevators, or other public areas.

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

3. No garbage cans, supplies, milk bottles, or other articles shall be stored in the halls, on the balconies, or on the staircase landings, nor shall curtains, rugs, mops or laundry of any kind, or other article, be stored in the windows, doors, balconies, or exposed on any part of the common elements. The common elements shall be kept free and clear of any obstruction in any manner, and the common elements shall be kept free of any and other unsightly material.

4. No unit owners shall allow anything whatsoever to be stored on the balcony or doors of the premises, nor shall he sweep or throw from the premises any substance into any of the corridors, halls or balconies, elevators, or upon the building or upon the grounds.

5. Refuse and bagged garbage shall be deposited in the designated area.

therefore

the public areas of the building or grounds.

9. The parking facilities shall be used in accordance with the rules and regulations adopted by the Board of Directors. No vehicle which cannot operate on the Condominium premises for more than twenty-four hours, and no vehicle shall be stored or made on the Condominium premises.

10. No unit owner shall make or permit any disturbance or nuisance to be made by himself, his family, servants, employees, agents, visitors and licensees or by such persons that will interfere with the rights, comforts or convenience of the unit owner. No unit owner shall play upon or suffer to be played upon, any musical instrument, or to be operated, a phonograph, televisions, radio or sound amplifier, or any other device to disturb or annoy other occupants of the Condominium. No unit owner shall conduct, vocal or instrumental instruction at any time.

11. No radio or television installation, or other electronic equipment, shall be installed without the written consent of the Board of Directors. Any antenna or aerial shall not be attached to the exterior walls of the building, without the consent of the Board of Directors. Any such equipment shall be removed without notice and at the cost of the unit owner for whom it was made.

12. No sign, advertisement, notice or other marking shall be displayed, inscribed, painted or affixed in, on, or upon any part of the Condominium property, by any unit owner or occupant.

13. No awning, canopy, shutter or other projection shall be installed on the exterior of the building.

Directors of the Association. Where such consent is given, the u Association with an additional key for use of the Association, pursua unit.

16. Complaints regarding the service of the Co writing to the Board of Directors of the Association.

17. No inflammable, combustible or explosive shall be kept in any unit, except such as are required for normal hous

18. Payments of monthly assessments shall Management Firm, if so designated in a Management Agreement. P checks shall be made to the order of the Association or the Manageme assessments are due on the 1st day of each month, and if such payme late, same shall be subject to late charges, as provided in the Declara

19. Each unit owner who plans to be absent from season must prepare his unit prior to his departure by (a) - removing objects from his screened porch prior to his departure; and (b) - desi individual to care for his unit should the unit suffer hurricane damage a with the name of said firm or individual. Such firm or individual sha clearance to install or remove hurricane shutters.

20. Food and beverage may not be consumed o areas as are designated by the Board of Directors of the Association

Section 4. Conflict. In the event of any conflict betw

times be subject to such Rules and Regulations as the Lessor may est
sole discretion. Said recreational area and facilities shall only be used
permitted by the Lessor, subject to the Rules and Regulations for sai
are under such age as specified by the Lessor, must be accompanied
swimming pool and lake area, and the recreational facilities in gener
or the premises caused by a unit owner, his family, servants, guests, i
by the unit owner responsible thereof, and the cost thereof shall be a
owner's parcel as a special assessment, which sum shall be determined
be billed to the unit owner as Lessor directs. If any irreconcilable
with respect to the interpretation of these By-Laws and the Deck
provisions of the Declaration of Condominium shall prevail.

NOT A CERTIFIED COPY

Exhibit No. 2a

ARTICLES OF INCORPORATION

(A Corporation Not for Profit)

THE UNDERSIGNED hereby associate themselves
a corporation not for profit under Chapters 617 and 718, Florida
follows:

ARTICLE I

Name

The name of the corporation is _____
ASSOCIATION, INC. (hereinafter referred to as the "Association")

ARTICLE II

Purpose

A. The purpose for which the Association is organized
pursuant to the Condominium Act, Chapter 718, Florida Statutes.
"Act", for the operation of the _____ Condominium of C

Beach, Palm Beach County, Florida

provisions:

A. The Association will have all the powers of a corporation in conflict with the terms of these Articles.

B. The Association will have all the powers and duties as limited by these Articles and the Declaration of Condominium for the Association to have all the powers and duties reasonably necessary to operate as provided in the Declaration of Condominium, as it may be amended from time to time, but not limited to the following:

1. To make and collect assessments against members for their share of common expenses of the condominium.
2. To use the proceeds of assessments in the exercise of its powers.
3. To maintain, repair, replace and operate the common elements of the condominium.
4. To purchase insurance for the condominium property of the Association and its members as unit owners.
5. To reconstruct improvements after casualty loss of condominium property.
6. To make and amend reasonable regulations for the use of condominium property.
7. To approve or disapprove the transfer, mortgage or lease of a unit, as may be provided by the Declaration of Condominium and the By-Laws.
8. To enforce by legal means the provisions of the Declaration of Condominium and the By-Laws.

C. The powers of the Association will be subject accordance with the provisions of the Declaration of Condominium Association, and the Act.

ARTICLE IV

Members

A. The members of the Association will be all Condominium.

B. The share of a member in the funds and assets of assigned, hypothecated or transferred in any manner except as an

C. The owner of each unit will be entitled to or Association. The exact number of votes to be cast by unit owners voting rights will be determined by the Declaration of Condominium Association, and the Act.

ARTICLE V

Directors

A. The affairs of the Association will be managed by

D. The names and addresses of the members of the fi
will hold office until their successors are elected and have quali
follows:

ARTICLE VI

Officers

The affairs of the Association will be administered l
the By-Laws of the Association. Said officers will be elected as pr
names and addresses of the officers who will serve until their suc
follows:

ARTICLE VII

Indemnification

Every Director and every officer of the Associatio
Association against all expenses and liabilities (including legal fe
imposed upon him or her in connection with any proceeding or any
to which he or she may be a party or in which he or she may become
her being or having been a Director or officer of the Association,

Director or officer of the Association at the time such expenses a

ARTICLE VIII

By-Laws.

The By-Laws of the Association may be altered, a manner provided by said By-Laws.

ARTICLE IX

Amendments

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

A. Notice of the subject matters of a proposed amendment shall 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 shall be passed either by the Board of Directors or by members of the Association. The resolution shall be passed by a majority of the members present in person or by proxy at the meeting considering the amendment, or by approval or disapproval in writing, provided such writing is delivered to the meeting.

C. Proposed amendments may be passed if approved by a majority (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 to the

DOR

ARTICLE XI**Incorporator**

The name and address of the Incorporator to these

ARTICLE XII**Initial Registered Agent and Office**

The street address of the initial registered office of the Corporation shall be _____
_____ Condominium, Apt. _____, Century Village, West Palm Beach, Florida 33411.
The initial registered agent for the corporation shall be _____
as above.

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

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