

**CONDOMINIUM OWNERS ORGANIZATION OF CENTURY VILLAGE EAST, INC.
DEERFIELD BEACH, FLORIDA 33442**

AMENDED AND RESTATED BYLAWS

This amends and restates the Amended Bylaws dated March 5, 2019 as follows:

ARTICLE I - NAME

- Sec. 1.1 The name of this organization shall be the "Condominium Owners Organization of Century Village East, Inc." hereinafter called the "Corporation," a corporation not for profit, organized and existing under Florida law, and also known by the abbreviation "COOCVE."
- Sec. 1.2 Definitions
- A. "AREA" means the "areas" of Century Village East known as Ashby, Berkshire, Cambridge, Durham, etc.
 - B. "ARTICLES" means the Articles of this CORPORATION.
 - C. "CONDOMINIUM ASSOCIATION" means a corporation not for profit as same is defined in the Condominium Act, Chapter 718, Florida Statutes (1976), the statutory successor of Chapter 711.
 - D. "BOARD" means the Board of Directors of this CORPORATION.
 - E. "BYLAWS" means this document.
 - F. "CENTURY VILLAGE EAST" means the planned residential condominium community developed on lands, whether or not contiguous, by CENTURY VILLAGE EAST, INC., or its successors in interest and designated and actually developed at CENTURY VILLAGE, Deerfield Beach, Broward County, Florida.
 - G. "CENTURY VILLAGE EAST CONDOMINIUM" means certain lands and improvements at CENTURY VILLAGE EAST which were submitted to condominium ownership.
 - H. "CORPORATION" means THE CONDOMINIUM OWNERS ORGANIZATION OF CENTURY VILLAGE EAST, INC.

- I. "ACT" means the Condominium Act, Chapter 718, Florida Statutes, and its predecessor, Chapter 711, Florida Statutes.
- J. "CONDOMINIUM DOCUMENTS" means the aggregate of the Declarations of Condominium, as amended, Long-Term Leases, as amended, Master Management Agreements and all other Exhibits annexed to the two hundred fifty-three (253) Declarations of Condominium, relating to and for CENTURY VILLAGE EAST CONDOMINIUMS.
- K. "DECLARATION" means the documents by which the CENTURY VILLAGE EAST CONDOMINIUMS were submitted to condominium ownership in accordance with the ACT.
- L. "DIRECTOR(S)" means a member of the BOARD.
- M. "COMMON ELEMENTS" means the portions of the condominium property not included in the units.
- N. "COOCVE" is an abbreviated form of "CONDOMINIUM OWNERS ORGANIZATION OF CENTURY VILLAGE EAST, INC."
- O. "MEMBER(S)" refers to any Association in CENTURY VILLAGE EAST which has met the requirements hereinafter set forth.

ARTICLE II - LOCATION

Sec. 2.1 The office of the Corporation shall be located in Century Village East, or elsewhere in Broward County as may be determined by the BOARD.

ARTICLE III - PURPOSES

Sec. 3.1 COOCVE is established as a civic organization and an umbrella organization for the following purposes:

- (a) To advance, promote and protect the rights and interests of the 253 MEMBER associations located in Century Village East, Deerfield Beach, Florida and of the unit owners thereof; to improve their well-being and living conditions; and to provide a happy, healthful environment with common objectives.
- (b) To consult with and cooperate with all AREAS, CONDOMINIUM ASSOCIATIONS and management entities toward the solution of all common problems and achievement of common objectives.

- (c) To disseminate, publish, educate, enlighten and inform unit owners in MEMBER associations on matters of common interest and, where applicable, the status of any proceedings taken or supervised by COOCVE.
- (d) To represent MEMBER associations, when legally and duly authorized, on matters involving disputes, arbitration and legal proceedings which may be necessary for the legal protection and enforcement of the rights and remedies of the MEMBER associations.
- (e) To cooperate with and help to promote all civic, cultural and nonpartisan political activities not prohibited by law, for the benefit and betterment of the residents of Century Village East and the citizens of Deerfield Beach, Broward County, and the State of Florida at large.

ARTICLE IV - MEMBERSHIP

- Sec. 4.1** Membership is available to all CONDOMINIUM ASSOCIATIONS in Century Village East.
- Sec. 4.2** Membership is effective when the annual membership fee is paid. Such membership automatically confers on each unit owner an interest in the COOCVE organization through his/her membership in the member CONDOMINIUM ASSOCIATION.
- Sec. 4.3** As a condition of membership, each CONDOMINIUM ASSOCIATION shall provide an Officer and Director Form (O & D) in a form as prescribed by the CORPORATION no later than March 31 of each year, the failure of which will result in a forfeiture of voting rights for that year.
- Sec 4.4** Fees for membership shall be determined by the BOARD and shall be payable by February 10 of each year. MEMBERS whose fees are not paid by March 31 shall cease to be in good standing.

ARTICLE V -FISCAL YEAR

- Sec. 5.1** The fiscal year of the CORPORATION shall be the calendar year.

ARTICLE VI - MEETINGS

- Sec. 6.1** *Annual Meetings.* An Annual Meeting of the CORPORATION, including election of officers, shall be held January of each calendar year.

- Sec. 6.2** *Regular Meetings.* The BOARD shall hold regular meetings. The President, with the advice and consent of the Executive Committee, shall decide when meetings shall be held. At a minimum, one (1) meeting per month shall be held during the months of October, November, December, January, February, March and April or at such times as the BOARD may designate.
- Sec. 6.3** *Special Meetings.* Special meetings of the BOARD shall be called by the President or upon written request to the President signed by at least twenty-five (25) Directors. The purpose, for which such special meeting was called, as set forth in the notice thereof, shall be the only item on the agenda.
- Sec. 6.4** *Conduct of meetings.* The presiding officer may impose time limits or other rules for the orderly conduct of the meetings and shall direct any officer or committee chairperson or member most familiar with the subject matter to make a response or reply thereto.
- Sec. 6.5** *Location of meetings.* Meetings shall be held at any place or places designated by resolution of the BOARD or in the absence of designation, at the principal office of the CORPORATION.
- Sec. 6.6** *Notices.* Notice of the Annual Meeting and regular meetings shall be given by the President at least two (2) weeks prior to the meeting date, stating the time and place of the meeting. In case of a special meeting, notice of at least three (3) days shall be given and shall set forth the date, time, place and purpose thereof. The President shall, whenever possible, prepare and distribute to the DIRECTORS, at least three (3) days before the next scheduled meeting, an Agenda of the business to be transacted setting forth the committee reports to be made and the motions to be presented under old or new business.

ARTICLE VII - BOARD OF DIRECTORS

Sec. 7.1 DUTIES AND POWERS OF BOARD OF DIRECTORS

- (a) A DIRECTOR will perform the duties of director, including the duties as a member of any committee of the BOARD upon which such DIRECTOR serves, in good faith, in a manner reasonably believed to be in the best interests of the CORPORATION, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.
- (b) Except as otherwise provided in the ARTICLES, or by operation of law, the powers of this CORPORATION shall be exercised, its properties controlled, and its affairs conducted by the BOARD, which may, however, delegate the performance of any duties or the exercise of any powers to officers and agents designated by resolution of the BOARD.

Sec. 7.2 COMPENSATION

No member of the BOARD shall receive compensation from the CORPORATION for acting as a DIRECTOR except upon majority approval by the BOARD. The BOARD may, by resolution, authorize the reimbursement of all expenses of each DIRECTOR related to the DIRECTOR'S performance of official duties.

Sec. 7.3 NO LIABILITY OF DIRECTORS

The DIRECTORS shall not be personally liable for any debts, liabilities, or other obligations of the CORPORATION.

Sec. 7.4 POWER AND AUTHORITY TO MANAGE AFFAIRS OF CORPORATION

The power and authority to manage the affairs of the CORPORATION shall be vested in the BOARD, which may delegate the operational function of the CORPORATION to the Executive Committee. Every MEMBER association within Century Village East shall be entitled to elect at least one COOCVE Director as follows:

- (a) Each 16, 20 and 24 unit building shall elect one (1) of its unit owners as a member of the BOARD.
- (b) Each 56 and 64 unit building shall elect three (3) of its unit owners as members of the BOARD.
- (c) Each 72 and 80 unit building shall elect four (4) of its unit owners as members of the BOARD.
- (d) Each 96 unit building shall elect five (5) of its unit owners as members of the BOARD.
- (e) This hereby creates an elected BOARD of COOCVE DIRECTORS with a maximum number of 414 members.
- (f) Each building shall also elect a COOCVE Alternate DIRECTOR for each member it is entitled to elect to the BOARD.
- (g) The DIRECTORS and alternates shall take office on February 1 until January 31 of the ensuing year.
- (h) The immediate past president of COOCVE shall serve as a voting member of the BOARD for a period of one (1) year.

- (i) A quorum of the BOARD to transact business shall consist of seventy-five (75) DIRECTORS of all MEMBER associations in good standing. The acts approved and motions carried by a majority of the DIRECTORS present and voting shall constitute the acts of the BOARD, except where a different number or percentage is otherwise provided for in these BYLAWS.

Sec. 7.5 QUALIFICATIONS OF DIRECTORS

- (a) Each DIRECTOR must be a natural person and be a unit owner.

(b) No unit owner shall be eligible for election to the COOCVE BOARD, who is employed or any of whose immediate family members is employed, full-time, part-time, or otherwise by CENVILL COMMUNITIES, INC., CENTURY VILLAGE EAST, INC., CEN-DEER COMMUNITIES, INC., CVE MASTER MANAGEMENT INC., CENCLUB HOMEOWNERS ASSOCIATION INC., their successors and/or assigns, or any other subsidiary, successor or associated company or contractor of such corporations, or is so employed or otherwise connected with any company doing business with COOCVE or its associations. Excluded from the foregoing provisions shall be any person elected to or otherwise connected with any firm or corporation established and/or controlled by the CORPORATION.

(c) Only unit owners from associations in good standing shall be eligible to act as DIRECTORS. In determining the total number of DIRECTORS, unit owners in non-member condominium associations, and in those which are not in good standing, shall be excluded. Additionally, no person, currently instituting or participating in any legal action against COOCVE, CENCLUB HOMEOWNERS ASSOCIATION INC., or CVE MASTER MANAGEMENT COMPANY INC., their successors and/or assigns, shall be eligible to serve as a DIRECTOR.

Sec. 7.6 TERM AND TERM LIMITS

- (a) Each DIRECTOR shall hold office for a period of one (1) year, or until such person's successor is appointed and qualified, or until such person's earlier resignation, removal from office or death.

Sec. 7.7 ORDER OF BUSINESS FOR BOARD OF DIRECTORS' MEETINGS

The order of business for BOARD meetings shall be:

- (a) Meeting Called to Order.
- (b) Pledge of Allegiance.
- (c) Reading of the Minutes of Previous Meeting.

- (d) Correspondence.
- (e) President's Report.
- (f) Report of the Treasurer.
- (g) Reports of Committees.
- (h) Old Business.
- (i) New Business
- (j) Good and Welfare.
- (k) Adjournment.

Sec. 7.8 ATTENDANCE BY UNIT OWNERS

Any unit owner may attend meetings of the BOARD and may speak at the discretion of the Chairperson, but shall have no vote at such meetings.

Sec. 7.9 REMOVAL, RESIGNATION AND VACANCIES OF DIRECTORS

(a) Any DIRECTOR may be removed, with cause, by majority action of the Executive Committee. A DIRECTOR may be removed if the number of votes cast to remove the DIRECTOR exceeds the number of votes cast not to remove the DIRECTOR.

(b) The notice of meeting at which a vote taken to remove a DIRECTOR is to be held will state that the purpose, or one of the purposes, of the meeting is the removal of the DIRECTOR(S).

(c) The DIRECTOR(S) whose potential removal is to be voted upon shall be given a minimum of two (2) weeks written notice of the meeting at which a vote on potential removal is to be held.

(d) A DIRECTOR may resign at any time by delivering written notice to the BOARD Chairperson. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

(e) Any vacancy occurring in the BOARD, including any vacancy created by reason of an increase in the number of DIRECTORS, may be filled for the remainder of the term by the Board of Directors of the CONDOMINIUM ASSOCIATION. A DIRECTOR elected to fill a vacancy shall hold office for the remainder of the applicable term.

(f) As used herein, the term "cause" shall mean any of the following acts: (1) conviction of the commission of a felony; (2) the commission of any act involving fraud or moral turpitude; (3) the misappropriation of assets of the CORPORATION; (4) misconduct which is materially injurious to the CORPORATION; or (5) the reasonable determination that the DIRECTOR materially failed to perform his/her lawful duties at a time when he/she knew or reasonably should have known he/she was doing so.

Sec. 7.10 ELECTION OF COOCVE DIRECTORS AND ALTERNATE DIRECTORS.

- (a) The election of COOCVE DIRECTORS and COOCVE Alternate DIRECTORS for each building shall take place at the CONDOMINIUM ASSOCIATION Annual Meeting, or at an ASSOCIATION meeting to appoint a replacement DIRECTOR in the interim.
- (b) The verification of the election of COOCVE DIRECTORS and Alternate DIRECTORS shall be done by each CONDOMINIUM ASSOCIATION by submitting a copy of the Officers and Directors form containing the date the election of COOCVE DIRECTORS was held, the signature of the President verifying the information and the signature of the Secretary attesting to the election, and the CONDOMINIUM ASSOCIATION Seal imprinted on the form. The original form must be submitted to the COOCVE office promptly after the election or upon the appointment of an interim DIRECTOR. Those CONDOMINIUM ASSOCIATIONS which have not submitted the current year O & D form to COOCVE will forfeit their right to vote.
- (c) The names of the current COOCVE DIRECTORS and COOCVE Alternate DIRECTORS shall be kept in a computer file of eligible DIRECTORS, from which shall be generated the COOCVE DIRECTORS and Alternate DIRECTORS sign-in sheet.

ARTICLE VIII - CORPORATE OFFICERS

Sec. 8.1 The Corporate Officers shall consist of the following: President; two (2) Vice Presidents namely, First, and Second; Controller; Treasurer; Secretary; and Sergeant-at-Arms. The position of Secretary may be held by any other officer except for the President.

Sec. 8.2 The election of Corporate Officers shall take place not later than the January meeting of the BOARD. Those elected shall serve two (2) year terms which shall commence on February 1st and shall expire two (2) years later on January 31st. No Corporate Officer may hold the same office for more than two (2) consecutive terms.

- Sec. 8.3** All Corporate Officers will hold office until their successors have been appointed by the Officers of the CORPORATION or until their earlier resignation, removal from office, or death.
- Sec. 8.4** Nominees for the offices of President and Vice Presidents must be either present or past DIRECTORS or elected Corporate Officers of COOCVE who have served at least one (1) full term. All other nominees for corporate office need not be DIRECTORS and may be filled by any qualified candidate.
- Sec. 8.5** At the August meeting of the Executive Committee, the President shall, with the approval of the Executive Committee, appoint a COOCVE Elections Committee (of which no member shall be a candidate for office) consisting of eight (8) to ten (10) members from associations in good standing in Century Village East. The COOCVE Elections Committee will elect its Chairperson.
- Sec. 8.6** The COOCVE Elections Committee, subsequent to its appointment, shall request and accept applications from candidates for the respective offices of the CORPORATION. Candidates from associations in good standing may be considered for an office in COOCVE. No person who is a Director of CVE MASTER MANAGEMENT, INC. or CENCLUB HOMEOWNER'S ASSOCIATION INC., their successors and/or assigns, may be nominated for an office in the CORPORATION.
- Sec. 8.7** The COOCVE Elections Committee shall thereupon prepare a list of such candidates to be submitted to the BOARD no later than the December meeting of the BOARD.
- Sec. 8.8** Election of Officers shall be by closed ballot vote of the DIRECTORS present and voting. Election shall be by a majority of the votes cast. If there are more than two (2) candidates for any office, none of whom has received a majority of votes cast, a run-off election shall be held immediately between the two candidates who received the most votes. The candidate receiving the majority in the run-off election shall be declared elected. The COOCVE Elections Committee shall conduct the election of COOCVE Officers, the election of the Board of Directors of CENCLUB HOMEOWNER'S ASSOCIATION INC., its successors and/or assigns, and the election of the Board of Directors of CVE MASTER MANAGEMENT INC., its successors and/or assigns.
- Sec. 8.9** The final vote shall be entered in the Minutes for public record with the names of the candidates and the votes each candidate received.
- Sec. 8.10** All of the elected Officers as defined in Section 8.1 above shall be and become members of the Executive Committee, together with such other person or persons as identified in Article X, Section 10.1.

Sec. 8.11 REMOVAL, RESIGNATION AND VACANCIES OF OFFICERS

- (a) Any Officer may be removed, with cause, by majority action of the Executive Committee. An Officer may be removed if the number of votes cast to remove the Officer exceeds the number of votes cast not to remove the Officer.
- (b) The notice of meeting at which a vote taken to remove an Officer is to be held will state that the purpose, or one of the purposes, of the meeting is the removal of the Officer.
- (c) The Officer whose potential removal is to be voted upon shall be given a minimum of two (2) weeks written notice of the meeting at which a vote on potential removal is to be held.
- (d) An Officer may resign at any time by delivering written notice to the Executive Committee Chairperson. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.
- (e) Any Officer vacancy, may be filled for the remainder of the term by majority vote by the Officers. An Officer elected to fill a vacancy shall hold office for the remainder of the applicable term.
- (f) As used herein, the term "cause" shall mean any of the following acts: (1) conviction of the commission of a felony; (2) the commission of any act involving fraud or moral turpitude; (3) the misappropriation of assets of the CORPORATION; (4) misconduct which is materially injurious to the CORPORATION; or (5) the reasonable determination that the Officer materially failed to perform his/her lawful duties at a time when he/she knew or reasonably should have known he/she was doing so.

Sec. 8.12 POWERS AND DUTIES OF OFFICERS

- (a) President. The President shall be the Chief Executive Officer of the CORPORATION and shall act as Chairperson of the Executive Committee; he/she shall have all the powers and duties usually vested in that office. He/she shall appoint all committee members and chairpersons except as herein otherwise provided; he/she shall be a member ex-officio of all committees except the COOCVE Elections Committee; he/she may approve expenditures not exceeding \$1,000 without prior approval of the BOARD, provided, however, that he/she may not incrementally fund in that manner expenditures greater than \$1,000 not previously approved by the BOARD; he/she may appoint a Vice President to represent him/her as ex-officio member on committees except the COOCVE Elections Committee. He/she shall make a report covering the year's activities to be submitted to the Executive Committee and the BOARD. The President shall meet with the presidents of CenClub Homeowner's Association

Inc., and CVE Master Management Inc., their successor and/or assigns, for purposes of exchanging information.

(b) Vice Presidents. The Vice Presidents shall aid and assist the President in all matters pertaining to that office as the President may direct. A Vice President shall assume the duties of the President in his/her absence or incapacity in the order of the Vice Presidents' positions and availabilities.

(c) Controller. The Controller shall have over-all supervision of the financial affairs of the CORPORATION. He/she will oversee the handling of all fiscal matters by the Treasurer, the on-site bookkeeper, the outside accountant and auditor, and advise, direct, and participate in carrying out the CORPORATION's financial and budget policies, and generally participate in all financial matters affecting the CORPORATION.

(d) Treasurer. The Treasurer shall have custody of all tangible and intangible properties of the CORPORATION, including funds, securities, property and evidence of indebtedness. He/she shall keep the books of the CORPORATION in accordance with good accounting practices and shall perform all other duties incidental to the Office of Treasurer. He/she may delegate some of his duties to other officers, directors or members as may be directed or authorized by the Executive Committee. He/she shall make monthly reports and a year-end comprehensive report to be submitted to the Executive Committee and the BOARD. He/she shall be a member of the Budget and Finance Committee.

(e) Secretary. The Secretary shall record and keep the minutes of all proceedings of the BOARD, Executive Committee and regular meetings and report thereon as required; receive and report all correspondence and shall be the official custodian of the Corporate Seal.

(f) Sergeant-at-Arms. The Sergeant-at-Arms shall preserve order at all meetings, arrange for meeting rooms and seating; perform such duties as required by the presiding officer, keep records of attendance of the BOARD and Executive Committee meetings. The Sergeant-at-Arms, or one acting in his/her capacity, may appoint an Assistant Sergeant-at-Arms as needed.

Sec. 8.13 COMPENSATION

No compensation shall be paid to Officers of the CORPORATION except upon majority approval by the BOARD.

Sec. 8.14 NO LIABILITY OF OFFICERS

The Officers shall not be personally liable for any debts, liabilities, or other obligations of the CORPORATION.

Sec. 8.15 FUNDS OF THE CORPORATION

All monies of the CORPORATION shall be deposited in the name of the CORPORATION in such bank or banks as the Executive Committee, on recommendation of the Treasurer, shall designate. All monies of the CORPORATION shall be withdrawn only by check, draft or other instrument bearing two (2) signatures of any of the following officers: the President, First or Second Vice President, (in the order of their availability), Controller or the Treasurer.

Sec. 8.16 The CORPORATION shall, at its expense, procure a fidelity bond insuring it against the possible dishonesty of the Officers in an amount set by the BOARD, guided thereon by the amounts of funds involved.

Sec. 8.17 No unit owner shall be eligible for election to an office in COOCVE who is employed, or any of whose immediate family is employed, full-time, part-time or otherwise by Cenvill Communities, Inc., Century Village East, Inc., Cen-Deer Communities, Inc., CVE Master Management Inc., CenClub Homeowners Association Inc. or any other subsidiary, successor or associated company or contractor of such corporations or is so employed or otherwise connected with any company doing business with COOCVE or its MEMBER associations. Excluded from the foregoing provisions shall be any person elected to or otherwise connected with any firm or corporation established and/or controlled by the CORPORATION.

Sec. 8.18 The President of the CORPORATION shall meet monthly, together with the Presidents of both CVE Master Management Inc. and CenClub Homeowners Association Inc., their successors and assigns, and the Chair of the Council of Area Chairs for the purpose of exchanging information and coordinating their respective activities.

ARTICLE IX - COUNCIL OF AREA CHAIRS

Sec. 9.1 There is hereby created a Council of twenty-one (21) Area Chairs representing each AREA in Century Village East. The MEMBER association shall elect as the Area Chair a unit owner from their AREA for a one (1)-year term commencing on February 1st. The Area Chair elections shall take place in January.

The AREA unit owners shall also elect an Area Vice Chair in the same manner as the election of the Area Chair. The Area Vice Chair, in the absence of the Area Chair, will be entitled to all the rights, duties and privileges of the Area Chair, including representation on the Executive Committee and the Council of Area Chairs.

(a) An Area Chair or Vice Chair must provide a copy of the election meeting minutes as proof of election. The minutes are to be

presented to the COOCVE President in order to be certified as elected.

- (b) Each AREA shall have unit owner meetings and/or Association President's meetings as needed, with either the Area Chair and/or Vice Chair. A copy of the minutes of such meetings shall be given to the COOCVE President and the Chair of the Council of Area Chairs.

Sec. 9.2 The Council of Area Chairs shall have the following responsibilities:

- (a) To act as liaison between the unit owners and/or CONDOMINIUM ASSOCIATIONS in meeting with and presenting any grievances, suggestions and recommendations to COOCVE.
- (b) To perform the same function with relation to CVE Master Management Company, Inc. and CenClub Homeowner's Association Inc., their successors and/or assigns.
- (c) To meet regularly with all management entities servicing Century Village East and its occupants pursuant to any existing service contract with a view to resolving any problems which may affect the unit owners, the respective associations or the AREAS within Century Village East, without encroaching upon the functions of CenClub or CVE Master Management Company, Inc., as hereinafter or otherwise defined, and in all matters to report regularly and to be responsible and responsive to the COOCVE BOARD.

Sec. 9.3 The Council shall elect its own Chair and Vice Chair at its first scheduled meeting in February. The President of COOCVE shall be an ex-officio member of this Council.

ARTICLE X - EXECUTIVE COMMITTEE

Sec. 10.1 The Executive Committee shall consist of the duly-elected President, the Vice Presidents, the Controller, the Treasurer, the Secretary, the Sergeant at Arms, the Chair of the Council of Area Chairs, the Twenty-one (21) members of the Council of Area Chairs, the President of CenClub Homeowner's Association Inc., and the President of CVE Master Management Company, Inc., their successors and/or assigns.

Sec. 10.2 The Committee shall exercise general administration and supervision of the CORPORATION's affairs. All decisions of the Committee shall be made by a majority vote of its members present and voting.

Sec. 10.3 Regular meetings of the Executive Committee shall be held on the second Wednesday of the month except that the President, when necessary, may fix another day or cancel any such scheduled meeting.

Sec. 10.4 Special meetings of the Executive Committee shall be called at the discretion of the President or from among the Vice Presidents in the order of their availability or at the written request of at least five (5) members thereof.

Sec. 10.5 No member of the Executive Committee who is not a duly-elected current member of the BOARD may cast a vote at any BOARD meeting.

Sec. 10.6 Incumbent members of the Executive Committee shall retain their office until the new members are elected or appointed.

Sec. 10.7 NO LIABILITY OF EXECUTIVE COMMITTEE

The members of the Executive Committee shall not be personally liable for any debts, liabilities, or other obligations of the CORPORATION.

ARTICLE XI - STANDING COMMITTEES

Sec. 11.1 There shall be established the following Standing Committees of the CORPORATION responsible to and reporting to the BOARD. The responsibilities and duties of each Committee are specified below. The prohibitions contained in ARTICLE VII, Section 7.5(b) and ARTICLE VIII, Section 8.17 shall apply to all committee members.

1. Budget and Finance
2. Bylaws
3. Grievance
4. Insurance
5. Contract Negotiation

Sec. 11.2 Reports By Committees. All committees, whether herein above specifically referred to or not, shall perform the functions for which they were constituted, render reports to the Executive Committee and BOARD, and take such further action to fulfill the obligations of such committees.

Sec. 11.3 COMMITTEE RESPONSIBILITIES AND DUTIES

Budget and Finance Committee. The Budget and Finance Committee may be responsible for the financial structure of the CORPORATION and shall prepare the CORPORATION's budget to be submitted to the BOARD at the regular meeting in November of each year. The Committee may have general supervision of the financial affairs of the CORPORATION, including bonding the Officers as specified in Article VIII, Section 8.16, and arranging for the annual audit of the CORPORATION's affairs.

Bylaws Committee. The Bylaws Committee may continually review these Bylaws and all proposals to amend, and shall report, as necessary, its recommendations to the BOARD.

Grievance Committee. The Grievance Committee may perform any duties as assigned by the President. The Committee may be composed of not less than three (3) nor more than five (5) DIRECTORS appointed by the President.

Insurance Committee. The Insurance Committee may act in an advisory capacity for the CORPORATION, and, when necessary, may seek counsel and advice on all phases of insurance for the CORPORATION and its membership and for the placing of proper, sufficient and required coverage to serve the best interests of the membership associations and all unit owners.

Contract Committee. The Contract Negotiation Committee may review all contracts, new or renewals, may negotiate with the other contracting party to achieve the best terms possible under the circumstances and report back to the full BOARD with its recommendations.

ARTICLE XII - CVE REPORTER

Sec. 12.1 The CVE REPORTER, Inc. ("REPORTER") is a for-profit corporation established under Florida law and whose shares are owned by COOCVE. The REPORTER is governed by its Board of Directors who are appointed by the COOCVE President and approved by the Executive Committee, and in accordance with the REPORTER's Articles of Incorporation and its Bylaws. The financial records of the REPORTER are subject to audit by COOCVE.

Sec. 12.2 The editorial policy and news content shall be subject to the supervision and control of the REPORTER subject to the following limitations:

- (a) The REPORTER is published a minimum of nine times a year and distributed without charge to residents of Century Village East for their information concerning the monthly meetings of the COOCVE BOARD and its committees, and also contains news, bus and theater

schedules, and contributed articles of interest to residents of Century Village East. The REPORTER shall also serve as one of the distribution places for official notices of COOCVE, CENCLUB HOMEOWNERS ASSOCIATION INC., and CVE MASTER MANAGEMENT COMPANY, INC., their successors and/or assigns, along with CVEDB.com (website).

- (b) As COOCVE is a not-for-profit corporation, its officers, directors, editors, staff, and committee people are not responsible for typographical errors or misrepresentations in any advertisement or article. They are not responsible, and assume no liability for, the content of, or any opinions expressed in, any contributed articles which represent the author's own opinion and not necessarily the opinion of COOCVE or the REPORTER. Acceptance of advertising for products or services in no way constitutes an official endorsement of the product.

ARTICLE XIII - INDEMNIFICATION

Sec. 13.1 Except to the extent limited by applicable law or the CORPORATION's ARTICLES, the CORPORATION shall indemnify a person who was, is, or is threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal (a "Proceeding"), by reason of the fact that he or she is or was a DIRECTOR, officer, employee, or agent of the CORPORATION, against expenses, including actual and reasonable attorneys' and experts' fees, judgments, penalties, fines, taxes, and amounts paid in settlement actually and reasonably incurred by him or her in connection with a civil Proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the CORPORATION and, in the case of a criminal Proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful. The termination of a Proceeding by judgment, order, settlement, conviction, or plea of nolo contendere shall not alone create a presumption that the person did not act in good faith and in a manner that he or she reasonably believed to be in or not opposed to the best interests of the CORPORATION or that the person had reason to believe that his or her conduct was unlawful.

ARTICLE XIV - INSURANCE

Sec. 14.1 The BOARD may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any director, officer, employee or other agent of the CORPORATION, against any liability other than for violating provisions of law relating to self-dealing asserted against or

incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the CORPORATION would have the power to indemnify the agent against such liability under these BYLAWS or the provisions of applicable Florida law.

ARTICLE XV - PARLIAMENTARY PROCEDURES

Sec. 15.1 All meetings shall be conducted in accordance with Robert's Rules of Order without diminishing the power and authority of the presiding officer to alter the regular order of business to accept motions with a view toward the overriding purpose of accomplishing the business of the meeting. The President shall appoint two (2) or more members of COOCVE to serve as parliamentarians.

ARTICLE XVI - AMENDMENTS TO BYLAWS

Sec. 16.1 Proposed written amendments or revisions to these BYLAWS shall be submitted to the BYLAWS Committee.

Sec. 16.2 The BOARD shall have the power to alter, amend or repeal these BYLAWS or adopt new BYLAWS.

Sec. 16.3 All such proposed amendments or revisions, together with the recommendations of the BYLAWS Committee, shall be submitted to the BOARD for their consideration and to vote thereon following publication in the REPORTER.

Sec. 16.4 If approved by a two-thirds (2/3) vote of the DIRECTORS present and voting, the amendments or revisions shall be adopted and made part of these BYLAWS. Nothing herein contained shall diminish the authority of the BYLAWS Committee to propose and submit amendments and/or revisions on its own recommendations.

ARTICLE XVII - UNAUTHORIZED STATEMENTS AND ACTS

Sec. 17.1 No officer, DIRECTOR, CONDOMINIUM ASSOCIATION, unit owner or committee of the CORPORATION shall use the name "Condominium Owners Organization of Century Village East, Inc." for any purpose whatsoever without the prior written approval of the BOARD.

Sec. 17.2 No person or committee shall speak or make any binding commitment on behalf of the CORPORATION without the express written approval of the BOARD and/or the Executive Committee.

ARTICLE XVIII - OFFICIAL LOGO

Sec. 18.1 The following has been duly adopted by the BOARD as the CORPORATION's official logo:



The foregoing Bylaws were adopted by the Board of Directors of the Corporation on the 17th day of December, 2019.

Signatures

President, COOCVE: _____

Date: _____

Treasurer, COOCVE: _____

Date: _____

Signatures

President, COOCVE: Sylvia Malone

Date: Feb. 3, 2020

Treasurer, COOCVE: Howard Smith

Date: FEB 2, 2020