

1 BY-LAWS  
2 OF  
3 CENTURY PARK VILLAS, INC.  
4

5 A corporation not for profit under Chapter  
6 617 of the laws of the State of Florida  
7

8 1. NAME  
9

10 The name of this Association shall be CENTURY PARK VILLAS, INC.

- 11 (a) These By-Laws shall, subject to the provisions of the Articles of Incorporation and the provisions  
12 of the Declaration of Condominium, govern the conduct, management and affairs of this  
13 Association. All persons becoming members of the Association and those dealing with the  
14 Association shall be bound by the provisions hereof, as well as the provisions of the Articles of  
15 Incorporation and the Declaration of Condominium.  
16

17 2. MEMBERSHIP, QUORUM, VOTING, PROXIES  
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- 19 (a) The qualification of members, and the method of their voting, etc., shall be as follows:  
20 (i) Until the recordation of the Declaration of Condominium, the Membership of the  
21 corporation shall be comprised of the subscribers to the Articles, or their assigns, each or  
22 which subscribers, or his assigns, shall be entitled to cast one vote on all matters on which  
23 the Membership shall be entitled to vote.  
24 (ii) After the filing of a 'Declaration of Condominium, the owners of all private, dwellings  
25 in the condominium shall be members of the corporation, and no other persons or  
26 entities shall be entitled to membership.  
27 (iii) Membership in the Corporation shall be established by the acquisition of fee title to a  
28 private dwelling in the condominium, whether by conveyance, devise, judicial decree or  
29 otherwise, and membership of any party shall be automatically terminated upon his being  
30 divested of all title to or his entire fee interest in any private dwelling, except that nothing  
31 herein contained shall be construed as terminating the membership of any party who may  
32 own a fee ownership in two more private dwellings, so long as such party shall retain title  
33 to a tee ownership interest in any private dwelling.  
34 (iv) The interest of a member in the fund and assets of the Corporation cannot be  
35 assigned, hypothecated or transferred in any manner, except as an appurtenance to his  
36 private dwelling. The funds and assets of the Corporation shall be held or used for the  
37 benefit of the membership.  
38 (v) On all matters on which the membership shall be entitled to vote, there shall be only  
39 one vote for each private dwelling in the condominium. Should any member own more  
40 than one private dwelling, such member shall be entitled to exercise or cast as many  
41 votes as he owns private dwellings.  
42 (b) A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes  
43 of the entire membership. The joinder of a member in the action of a meeting by signing and  
44 concurring in the minutes thereof, whether done before or after such meeting, shall constitute  
45 the presence of a quorum.  
46 (c) The vote of the owners of a private dwelling owned by more than one person, firm, corporation  
47 or other entity shall be the person named in a Certificate signed by all of the owners of the  
48 private dwelling and filed with the Secretary of the Association, and such Certificate shall be valid  
49 until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of such  
50 owners shall not be considered indetermining the requirement for a quorum nor for any other  
51 purposes.

- 52 (d) Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting  
53 designated thereon and must be filed with the Secretary before the appointed time of the  
54 meeting.  
55 (e) Approval or disapproval of a private dwelling owner upon any matters, whether or not the  
56 subject of an association meeting, shall be the same person who would cast the vote of such  
57 owner if in an association meeting.  
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59 3. ANNUAL AND SPECIAL MEETING OF MEMBERSHIP  
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- 61 (a) The Annual Members' Meeting shall be held at the Office of the Association at 7:30 o'clock P.M.,  
62 local time, on the first Wednesday in September of each year for the purpose of electing  
63 Directors and of transacting any other business authorized to be transacted by the members;  
64 provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour  
65 on the next succeeding Wednesday.  
66 (b) Special Members' Meeting shall be held whenever called by the President or Vice President or by  
67 a majority of the Board of Directors, and must be called by such officers upon receipt of a written  
68 request from members of the Association owning a majority of the private dwellings. Such notice  
69 to be written or printed and to state the time and place and object for which the meeting is  
70 called. Such notice shall be given to each member not less than ten (10) days nor more than  
71 sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented  
72 personally to each member within said time. If presented personally, receipt of such notice shall  
73 be given by the member, indicating the date on which such notice was received by him or, in lieu  
74 thereof, proof of delivery of such notice may be made by written affidavit of the person making  
75 such delivery. If mailed, such notice shall be deemed to be properly given when deposited in the  
76 United States Mails addressed to the member at his post office address as it appears on the  
77 records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by  
78 the affidavit of the person giving the notice. Any member may, by written waiver of notice signed  
79 by such member waive such notice, and such waiver, when filed in the records of the  
80 Association, whether before or after the holding of the meeting, shall be deemed equivalent to  
81 the giving of such notice to such member. If any members' meeting cannot be organized because  
82 a quorum has not attended, or because the greater percentage of the membership required to  
83 constitute a quorum for particular purposes has not attended, as set forth in the Articles of  
84 Incorporation, these By-Laws or the Declaration of Condominium, the members who are present  
85 either in person or by proxy may adjourn the meeting from time to time until a quorum, or the  
86 required percentage of attendance if greater than a quorum, is present.  
87 (c) The order of business at Annual Members' Meetings, and, as far as practical, at any other  
88 members' meeting shall be:  
89 (i) Election of Chairman» of the meeting  
90 (ii) Calling of the roll and certifying of proxies  
91 (iii) Proof of notice of meeting or waiver of notice  
92 (iv) Reading and disposal of any unapproved minutes  
93 (v) Reports of officers  
94 (vi) Reports of committees  
95 (vii) Election of inspectors of election  
96 (viii) Election of directors  
97 (ix) Unfinished business  
98 (x) New business  
99 (xi) Adjournment  
100

101 4. BOARD OP DIRECTORS

**OFFICIAL RECORDS**

- 102 (a) The first Board of Directors of the Association shall consist of three (3) persons. The number of
- 103 Directors shall be established by the Board of Directors from time to time.
- 104 (b) Election and removal of 'Directors shall be conducted in the following manner:
- 105 (i) The members of the Board of Directors shall be elected by a plurality of the votes cast
- 106 at the Annual-Meeting of the members of the Association and shall serve for a term of
- 107 one year until the next Annual Meeting of members.
- 108 (ii) Members may remove a Director at any special meeting called for such purpose in the
- 109 same manner as is provided hereinbefore for the election of Directors and any vacancies
- 110 created by such removal shall be filled for the unexpired term at such meeting by the
- 111 members in the same manner as is provided for the annual election of Directors.
- 112 (iii) Vacancies in the Board of Directors except those created by removal of a Director by
- 113 the membership may be filled until the date of the next Annual Meeting by the remaining
- 114 Directors, the successor Director to fill the vacated Directorship for the unexpired term:
- 115 thereof.
- 116 (iv) In the election of Directors, each member shall be entitled to cast one vote for each
- 117 Director to be elected, but voting for Directors shall be noncumulative.
- 118 (c) The organization meeting of the newly elected Board of Directors shall be held within ten (10)
- 119 days of their election, at such time and at such place as shall be fixed by the Directors at the
- 120 meeting at which they were elected, and no further notice of the organization meeting shall be
- 121 necessary provided a quorum shall be present.
- 122 (d) Regular meetings of the Board of Directors may be held at such time and place as shall be
- 123 determined from time to time by a majority of the Directors. Notice of regular meetings shall be
- 124 given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior
- 125 to the day named for such meeting unless notice is waived.
- 126 (e) Special meetings of the Board of Directors may be called by the President, and must be called by
- 127 the Secretary at the written request of one-third of the votes of the Board. Not less than three
- 128 (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or
- 129 telegram, which notice shall state the time, place and purpose of the meeting.
- 130 (f) Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be
- 131 deemed equivalent to the giving of notice.
- 132 (g) A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the
- 133 votes of the entire Board. The acts of the Board approved by a majority of the votes present at a
- 134 meeting at which a quorum is present shall constitute the acts of the Board of Directors. except
- 135 as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the
- 136 Declaration of Condominium. If any Directors' meeting cannot be organized because a quorum
- 137 has not attended, or because the greater percentage of the Directors required to constitute a
- 138 quorum for particular purposes has not attended, wherever the latter percentage of attendance
- 139 may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of
- 140 Condominium, the Directors who are present may adjourn the meeting from time to time until a
- 141 quorum, or the required percentage of attendance if greater than a quorum is present. At any
- 142 adjourned meeting, any business which might have been transacted at the meeting as originally
- 143 called may be transacted without further notice. The joinder of a Director in the action of a
- 144 meeting by signing and concurring in the minutes thereof shall constitute the presence of such
- 145 Director for the purpose of determining a quorum.
- 146 (h) The presiding officer of Directors' meetings shall be the chairman of the Board, if such an officer
- 147 has been elected; and if not, then the President shall preside. In the absence of the presiding
- 148 officer, the Directors present shall designate one of their members to preside.
- 149 (i) Directors' fees, if any, shall be determined by the members.
- 150 (j) All of the powers and duties of the Association shall be exercised by the Board of Directors,
- 151 including those existing under the common law and statutes, the Articles of Incorporation of the

152 Association, these By-Laws and the Declaration of Condominium, and shall include, without  
153 limiting the generality of the foregoing, the following:

154 (i) To make, levy and collect assessments against members and members' private  
155 dwellings to defray the costs of the condominium, and to use the proceeds of said  
156 assessments in the exercise of the powers and duties granted unto the Association;

157 (ii) The maintenance, repair, replacement, operation and management of the  
158 Condominium wherever the same is required to be done and accomplished by the  
159 Association for the benefit of its members;

160 (iii) The reconstruction of improvements after casualty, and the further improvement of  
161 the property, real and personal;

162 (iv) To make and amend regulations governing the use of the property, real and personal,  
163 in the Condominium, so long as such regulations or amendments thereto do not conflict  
164 with the restrictions and limitations which may be placed upon the use of such property  
165 under the terms of the Articles of Incorporation and Declaration of Condominium and By-  
166 Laws;

167 (v) To approve or disapprove proposed purchasers and lessees of Private Dwellings in the  
168 manner specified in the Declaration of Condominium;

169 (vi) To acquire, operate, lease, manage and otherwise trade and deal with property, real  
170 and personal, including Private Dwellings in the Condominium, as may be necessary or  
171 convenient in the operation and management of the Condominiums and in accomplishing  
172 the purposes set forth in the Declaration of Condominium;

173 (vii) To contract for the management of the Condominium and to delegate to such  
174 contractor all of the powers and duties of the Association, except those which may be  
175 required by the Declaration of Condominium to have approval of the Board of Directors or  
176 membership of the Association;

177 (viii) To enforce by legal means the provisions of the Articles of Incorporation and By-  
178 Laws of the Association, the Declaration of Condominium and the regulations hereinafter  
179 promulgated governing use of the Condominium property;

180 (ix) To pay all taxes and assessments which are liens against any part of the Condominium  
181 other than Private Dwellings and the appurtenances thereto, and to assess the same  
182 against the members and their respective Private Dwellings subject to such liens;

183 (x) To carry casualty, liability, workmen's compensation, and such other insurance as may  
184 be deemed necessary for the protection of the members and the Association;

185 (xi) To pay all costs of power, gas, water, sewer and other utility services rendered to the  
186 Condominium and not billed to the owners or the separate Private Dwellings; and

187 (xii) To employ personnel for reasonable compensation to perform the services required  
188 for proper administration of the purposes of the Association;

189 (xiii) The Condominium Association may acquire and enter into agreements from time to  
190 time whereby it acquires leaseholds, memberships and other possessory or use interests  
191 in lands or facilities including, but not limited to country clubs, golf courses, marinas and  
192 other recreational facilities whether or not contiguous to the lands of the Condominium,  
193 intended to provide for the enjoyment, recreation and other use or benefit of the unit  
194 owners. The expenses of rental, membership fees, operations, replacements and other  
195 undertakings in connection therewith shall be common expenses together with all other  
196 expenses and costs herein or by law defined as common expenses.

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198 5. OFFICERS  
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200 (a) The executive officers of the Association shall be a President, who shall be a Director, a Vice  
201 President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of  
202 whom shall be elected annually by the Board of Directors and who may be peremptorily removed

**OFFICIAL RECORDS**

203 by vote of the Directors at any meeting. Any person may hold two or more offices, except that  
 204 the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors  
 205 shall from time to time elect such other officers and designate their powers and duties as the  
 206 Board shall find to be required to manage the affairs of the Association.

- 207 (b) The President shall be the chief executive officer of the Association. He shall have all of the  
 208 powers and duties which are usually vested in the office of President of an Association including,  
 209 but not limited, to the power to appoint committees from among the members from time to  
 210 time, as he may, in his discretion, determine appropriate, to assist in the conduct of the affairs of  
 211 the Association.
- 212 (c) The Vice President shall, in the absence or disability of the President, exercise the powers and  
 213 perform the duties of President. He shall also generally assist the President and exercise such  
 214 other powers and perform such other duties as shall be prescribed by the Directors.
- 215 (d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He  
 216 shall attend to the giving and serving of all notices to the members and Directors, and such other  
 217 notices required by law. He shall have custody of the seal of the Association and affix the same to  
 218 instruments requiring a seal when duly signed. He shall keep the records of the Association,  
 219 except those of the Treasurer, and shall perform all other duties incident to the office of  
 220 Secretary of an Association and as may be required by the Directors or President. The Assistant  
 221 Secretary shall perform the duties of Secretary when the secretary is absent.
- 222 (e) The Treasurer shall have custody of all of the property of the Association, including funds,  
 223 securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the  
 224 members; he shall keep the books of the Association in accordance with good accounting  
 225 practices; and he shall perform all other duties incident to the office of Treasurer.
- 226 (f) The compensation of all officers and employees of the Association shall be fixed by the Directors.  
 227 This provision shall not preclude the Board of Directors from employing a Director as an  
 228 employee of the Association, nor preclude the contracting with a Director for the management  
 229 of the condominium.

231 6. FISCAL MANAGEHENT

232  
 233 The provisions for fiscal management of the Association set forth in the Declaration of Condominium and  
 234 Articles of Incorporation shall be supplemented by the following provisions:

- 235 (a) The Association shall operate on a calendar year.
- 236 (b) The assessment roll shall be maintained in a set or accounting books which there shall be an  
 237 account for each Private Dwelling. Such an account shall designate the name and address of the  
 238 owner or owners, the amount of each assessment against the owners, the dates and amounts in  
 239 which assessments come due, the amounts paid upon the account and the balance due upon  
 240 assessments.
- 241 (c) The Board of Directors shall adopt a budget for each calendar .year which shall contain estimates  
 242 of the cost of performing the functions of the Association, including, but not limited to the  
 243 following items:  
 244 (i) Common expense budget, which shall include, without limiting the generality of the  
 245 foregoing, the estimated amounts necessary for maintenance and operation of Common  
 246 Property and Limited Common Property, recreational areas, landscaping, street and  
 247 walkways, office expense, utility services, insurance, administration and reserves  
 248 (operating and replacement); and  
 249 (ii) Proposed assessments against each member copies of the proposed budget and  
 250 proposed assessments shall be transmitted to each member on or before January 1 of the  
 251 year for which the budget is made. If the budget is subsequently amended before the  
 252 assessments are made, a copy of the amended budget shall be furnished each member  
 253

254 concerned. Delivery of a copy of any budget or amended budget to each member shall  
255 not affect the liability of any member for any such assessment, nor shall delivery of a copy  
256 of such budget or amended budget be considered as a condition precedent to the  
257 effectiveness of said budget and assessments levied pursuant thereto, and nothing herein  
258 contained shall be construed as restricting the right of the Board of Directors to at any  
259 time in their sole discretion levy any additional assessment in the event that the budget  
260 originally adopted shall appear to be insufficient to pay costs and expenses of operation  
261 and management, or in the event of emergencies.

262 (d) The depository of the Association shall be such bank or banks as shall be designated from time to  
263 time by the Directors and in which the monies of the Association shall be deposited. Withdrawal  
264 of monies from such accounts shall be only by checks signed by such persons as are authorized  
265 by the Directors.

266 (e) An audit of the accounts of the Association shall be made as required and ordered by the Board  
267 of Directors.

268 (f) Fidelity bonds may be required by the Board of Directors from all officers and employees of the  
269 Association and from any contractor handling or responsible for Association funds. The amount  
270 of such bonds shall be determined by the Directors. The premium on such bonds shall be paid by  
271 the Association.

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273 7. PARLIAMENTARY RULES

274  
275 Roberts Rules of order (latest edition) shall govern the conduct of corporate proceedings when not in  
276 conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

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278 8. AMMENDMENTS TO THE BY-LAWS

279  
280 Amendments to these By-Laws shall be proposed and adopted in the following manner:

281  
282 (a) Amendments to these By-Laws may be proposed by the Board of Directors of the Association  
283 acting upon vote of the majority of the Directors, or by members of the Association owning a  
284 majority of the Private Dwellings in the Condominium, whether meeting as members or by  
285 instrument in writing signed by them.

286 (b) Upon any amendment or amendments to these By-Laws being proposed by said Board of  
287 Directors or members, such proposed amendment, or amendments shall be transmitted to the  
288 President of the Association, or other officer of the Association in absence of the President, who  
289 shall thereupon call a Special Joint Meeting of the members of the Board of Directors of the  
290 Association and the membership for a date not sooner than twenty (20)days or later than sixty  
291 (60) days from receipt by such officer of the, proposed amendment or amendments, and it shall  
292 be the duty or the Secretary to give to each member written or printed notice of such meeting in  
293 the same form and in the same manner as notice of the call of a Special Meeting of the members  
294 is required as herein set forth.

295 (c) In order for such amendment or amendments to become effective, the same must be approved  
296 by an affirmative vote of two-thirds of the entire membership of the Board of Directors and by  
297 an affirmative vote of the members owning not less than three-fourths of the Private Dwellings  
298 in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be  
299 transcribed, certified by the President and Secretary of the Association, and a copy thereof shall  
300 be recorded in the public records of the county in which the property is located within ten (10)  
301 days from the date on which any amendment or amendments have been affirmatively approved  
302 by the Directors and members.

303 (d) At any meeting held to consider such amendment or amendments to the By-Laws, the written  
304 vote of any member of the Association shall be recognized if such member is not in attendance

at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

9. MISCELLANEOUS PROVISIONS

(a) Private Dwellings for Residential Use Only: Each Private Dwelling is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees.

(b) Rules and Regulations for Use of Common Property: The use of Common Property by the owner or owners of all Private Dwellings, and all other parties authorized to use the same, and use or Limited Common Property by the owner or owners entitled to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the Association. Rules and regulations governing the use of the Common Property may be promulgated by the Board of Directors of the Association from time to time.

(c) Premises to be Used for Lawful Purposes Only: No immoral, improper, offensive or unlawful use shall be made of any Private Dwellings, or of the common property, or of the limited common property, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No owner of any Private Dwelling shall permit or suffer anything to be done or kept in his Private Dwelling, or on the Common Property, or on the Limited Common Property, which will increase the rate of insurance on the Condominium, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practices which shall create or constitute a nuisance to any other owner of a Private Dwelling, or which interferes with the peaceful possession and proper use of any other Private Dwelling, or the Common Property, or the Limited Common Property.

(d) Emergency Entry into Private Dwellings: In case of any emergency originating in or threatening any Private Dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association or any other person authorized by it or the building superintendent or Managing Agent, shall have the right to enter such Private Dwelling for the purpose of remedying or abating the cause of such emergency such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner, of each Private Dwelling if required by the Association, shall deposit under the control of the Association a key to such Private Dwelling.

(e) Right of Entry for Maintenance of Common Property: Whenever it is necessary to enter any Private Dwelling or the purpose of performing any maintenance, alteration or repair to any portion of the Common Property, or to go upon any Limited Common Property for such purpose, the owner of each Private Dwelling shall permit other owners or their representatives, or the duly constituted and authorized agent of Association to enter such Private Dwelling, or to go upon the Limited Common Property constituting an appurtenance to any such Private Dwelling, for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

(f) Alterations of Private Dwellings: No owner of a Private Dwelling shall permit to be made any structural modifications or alterations in such Private Dwellings without first obtaining the written consent of Association, which consent may be withheld in the event that a majority of the Board of Directors of said corporation determine, in their sole discretion, that such structural modifications or alterations would affect or in any manner endanger the building in part or in its entirety. If the modification or alteration desired by the owner of any Private Dwelling involves the remove; of any permanent interior partition, Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provisions of utility services constituting Common Property located therein. No owner shall cause any

**OFFICIAL RECORDS**

356 improvements or changes to be made on the exterior of the building, including painting or other  
 357 decoration, or the installation of electrical wiring, television antenna, machines or air  
 358 conditioning units, which may protrude through the walls or roof of the building, or in any  
 359 manner change the appearance of any portion of the building not within the walls of such Private  
 360 Dwelling without the written consent of the Association being first had and obtained.

361 (g) Improvements to Common Property: The Association shall have the right to make or cause to be  
 362 made such alterations or improvements to the Common Property which do not prejudice the  
 363 rights of the owner of any Private Dwelling, provided the making of such alterations and  
 364 improvements are approved by the Board of Directors of the Association, and the cost of such  
 365 alterations or improvements shall be assessed as common expense to be assessed and collected  
 366 from all of the owners of Private Dwellings. However, where any alterations and improvements  
 367 are exclusively or substantially exclusively for the benefit of the owner or owners of a Private  
 368 Dwelling or Private Dwellings requesting the same, then the cost of such alterations and  
 369 improvements shall be assessed against and collected solely from the owner or owners of the  
 370 Private Dwelling or Private Dwellings exclusively or substantially exclusively benefitted, the  
 371 assessment to be levied in such proportion as may be determined by the Board of Directors of  
 372 the Association.

373 (h) Maintenance and Repair by Owners of Private Dwellings: The Owner of each Private Dwelling  
 374 must promptly correct any condition 'which, if left uncorrected, would adversely affect the  
 375 apartment building or any part thereof belonging to another Private Dwelling owner. If the  
 376 building or any other Private Dwelling owner should sustain damages because of another owner  
 377 failing to correct the condition within his premises, such owner shall be liable and responsible for  
 378 the damages and liability which his action or non-action occasioned. The owner of each Private  
 379 Dwelling shall be liable and responsible for the maintenance, repair and replacement, as the case  
 380 may be, of all air conditioning equipment, including any fixtures and/or their connections  
 381 required to provide water, light, power, telephone, sewage and sanitary service to his Private  
 382 dwelling and which may now or hereafter be situated in his Private Dwelling. Such Owner shall  
 383 further be responsible and liable for maintenance, repair and replacement of any and all wall,  
 384 ceiling and floor exterior surfaces, painting, decorating and furnishings, and all other accessories  
 385 which such owner may desire to place or maintain in his Private Dwelling. Wherever the  
 386 maintenance repair and replacement of any items for which the owner of a private dwelling is  
 387 obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage  
 388 which may be covered by any insurance maintained in force by the Association, the proceeds of  
 389 the insurance received by the Association shall be used for the purpose of making such  
 390 maintenance, repair or replacement, except that the owner of such Private Dwelling shall be, in  
 391 said instance, required to pay such portion of the costs of such maintenance, repair and  
 392 replacement as shall, by reason of the applicability of any deductibility provision of such  
 393 insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair  
 394 or replacement.

395 (i) Maintenance of Common Property: The Association, at its expense, shall be responsible for the  
 396 maintenance, repair and replacement of all the Common Property and Limited Common  
 397 Property, including those portions thereof which contribute to the support of the building, and  
 398 all conduits, ducts, plumbing, wiring and other facilities located in the Common Property and the  
 399 Limited Common Property for the furnishing of utility services to the Private Dwellings and said  
 400 Common Property and the Limited Common Property, and should any incidental damage be  
 401 caused to any Private Dwelling by virtue of 'any work which may be done or caused to be done  
 402 by the Association in the maintenance, repair or replacement of any Common Property, the said  
 403 Association shall, at its expense, repair such incidental damage.

404 (j) Liability for Loss Insurance: Risk of loss of or damage to any furniture, furnishings, personal  
 405 effects and other personal property (other than such furniture, furnishings and personal property  
 406 constituting a portion of the Common Property) which any be stored in any Private Dwelling, or



**OFFICIAL RECORDS**

in to or upon Common Property or Limited Common Property, shall be borne by the owner of each such Private Dwelling. The owner of a Private Dwelling shall be liable for injuries or damages resulting from an accident in his own Private Dwelling, to the same extent and degree that the owner of the house would be liable for an accident occurring within the house. The owner of each Private Dwelling may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's Private Dwelling or upon the Common Property or Limited Common Property.

(k) Insurance Coverage to be Maintained by Association: The Association will maintain and keep in full force and effect the following insurance:

- (i) Casualty insurance covering all of the Private Dwellings, Common Property and Limited Common Property against loss or damage by fire, windstorm or other hazards covered by the standard Extended Coverage endorsement; and
- (ii) Public liability and property damage insurance in such amounts and in such form as shall be determined by the Board of Directors; and
- (iii) Workmen's Compensation Insurance, if needed to meet the requirements of law; and
- (iv) Such other insurance as the Board of Directors may from time to time deem to be in the best interest of the Association and its members.

(l) Limited Common Property: Upon his acquiring a leasehold or fee simple title interest in and to a Private Dwelling each owner shall be assigned to a parking space. The said parking space is designated as Limited Conon Property with respect to such Limited Common Property, the owner of the Private Dwelling being assigned the parking space shall have the exclusive right to use the same, and such exclusive right shall become an appurtenance to said private dwelling and shall be encumbered by or subject to any mortgage then or thereafter encumbering said Private Dwelling; and upon the conveyance or passing of title to the Private Dwelling to which the said Limited Property is appurtenant, such exclusive right shall pass as an appurtenance thereto in the same manner as the undivided interest in the Common Property appurtenant to such Private Dwelling passes. No conveyance, encumbrance or passing of title in any manner whatsoever to any exclusive right to use a parking space constituting Limited Common Property may be made or accomplished separately from the conveyance, encumbrance or passing of title to the Private Dwelling to which it is appurtenant, except that such exclusive right may be separately assigned, transferred or conveyed to the Association, provided that as a condition precedent to the conveyance, assignment or transfer to the Association of said exclusive right, the same shall be released from any mortgage, lien or encumbrance encumbering the Private Dwelling from which such appurtenance is being severed by conveyance, assignment or transfer. Whenever the Association shall become the owner of the exclusive right to use any parking space, the acquisition of which such exclusive right shall be by instrument executed with the formality of a deed, such exclusive right may be thereafter by instrument executed in such formality assigned by the Association to any Private Dwelling to the same force and effect as if originally assigned thereto by the Association. However, while the Association shall be the owner of the exclusive right to use any parking space, the same shall be treated by the Association just as though said parking space constituted a part of the Common Property instead of the Limited Common Property. No separate charge shall be made by the Association for the use of the parking space

(m) Assessments: Association is given the authority to administer the operation and management of the Condominium. To properly administer the operation and management of the project, Association will incur, for the mutual benefit of all of the owners of Private Dwellings, costs and expenses which will be continuing or nonrecurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "common expense". In furtherance of the grant of authority to Association to make levy and collect assessments to pay the costs of the Common

457 expense, the following provisions shall be operative and binding upon the owners of all Private  
458 Dwellings, to-wit:

459 (i) All assessments levied against the owners of Private Dwellings and said Private  
460 Dwellings shall be uniform and, unless specifically otherwise provided for in the  
461 Declaration of Condominium, the assessments made by Association shall be in such  
462 proportion that the amount of assessment levied against each owner of a Private Dwelling  
463 and his Private Dwelling shall bear the same ratio to the total assessment made against all  
464 owners of Private Dwellings and their Private Dwellings as does the undivided interest in  
465 Common Property appurtenant to each Private Dwelling bears to the total undivided  
466 interest in Common Property appurtenant to all Private Dwellings, without increase or  
467 diminution for the existence or lack of existence of any exclusive right to use a parking  
468 space constituting Limited Common Property which may be an appurtenance to any  
469 Private Dwelling. Should Association be the owner of any Private Dwelling or Private  
470 Dwellings, the assessment which would otherwise be due and payable to Association by  
471 the owner of such Private Dwelling or Private Dwellings, reduced by the amount of  
472 income which may be derived from the leasing of such Private Dwelling or Private  
473 Dwellings by Association, shall be apportioned and assessment therefore levied ratably  
474 among the owners of all Private Dwellings which are not owned by Association based  
475 upon their proportionate interests in the Common Property exclusive of the interests  
476 therein appurtenant to any Private Dwelling or Private Dwellings owned by Association.

477 (ii) The assessment levied against the owner of each Private Dwelling and his Private  
478 Dwelling shall be payable in such installments and at such times as may be determined by  
479 the Board of Directors of Association.

480 (iii) The payment of any assessment or installment thereof due to Association shall be in  
481 default if such assessment, or any installment thereof, is not paid unto Association on or  
482 before the due date for such payment. When in default, the delinquent assessment or  
483 delinquent installment thereof due to Association shall bear interest at the rate of 8% per  
484 annum until such delinquent assessment or installment thereof as above provided, and  
485 for all costs of collecting such assessment or installment thereof and interest thereon,  
486 including a reasonable attorney's fee, whether suit be brought or not.

487 (iv) No owner of a Private Dwelling may exempt himself from liability for any assessment  
488 levied against such owner and his Private Dwelling by waiver or the use or enjoyment of  
489 any of the Common Property, or by abandonment of the Private Dwelling, or in any other  
490 manner.

491 (v) The Association is hereby granted a lien upon each Private Dwelling and its  
492 appurtenant undivided interest in Common Property and upon any exclusive right to use a  
493 parking space constituting Limited Common Property which may be an appurtenance to  
494 any such Private Dwelling, which lien shall secure and does secure the monies due for all  
495 assessments now or hereafter levied against the owner of each Private Dwelling, which  
496 lien shall also secure interest, if any, which may be due on the amount of any delinquent  
497 assessments owing to Association, and which lien shall also secure all costs and expenses,  
498 including a reasonable attorney's fee, which may be incurred by Association in enforcing  
499 this lien upon said Private Dwelling and its appurtenant undivided interest in the Common  
500 Property and Limited Common Property. In any suit for the foreclosure of said lien, the  
501 Association shall be entitled to rental from the owner of any Private Dwelling from the  
502 date on which the payment of any assessment or installment thereof became delinquent  
503 and shall be entitled to the appointment of a receiver for said Private Dwelling, without  
504 notice to the owner of such Private Dwelling. The rental required to be paid shall be equal  
505 to the rental charged on comparable type of dwelling units in Florida. The lien granted to  
506 the Association shall further secure such advances for taxes, and payments on account of  
507 superior mortgages, liens or encumbrances which may be required to be advanced by the

## OFFICIAL RECORDS

508 Association in order to preserve and protect its lien, and the Association shall further be  
 509 entitled to interest at the rate of 8% per annum on any such advances made for such  
 510 purpose All persons, firms or corporations who shall acquire, by whatever means, any  
 511 interest in the ownership of any Private Dwelling, or who may be given or acquire a  
 512 mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien  
 513 granted to Association, and shall acquire such interest in any Private Dwelling expressly  
 514 subject to such lien.

- 515 (n) Rights of Century Park West, Inc., hereinafter called "Developer". The association has contracted  
 516 for the construction of the apartment building and all improvements on the Associations  
 517 property, with the contract price for such work being payable from the proceeds of sales of the  
 518 Private Dwellings in the improved property.

519 Developer has the right to require the Association to convey and transfer to it at any time any  
 520 and all of the apartment units which have not theretofore been sold, transferred or conveyed to  
 521 others. As to such unsold apartment units, Developer shall have the absolute and continuing  
 522 right to lease, sublease and/or sell or cause to be leased, subleased and/or sold, any of such units  
 523 to any person, firm or corporation upon any terms and conditions that it may desire and as to the  
 524 lease, sublease or sale of any such apartments, the right of approval or of first refusal and any  
 525 right of redemption which the Association may have by virtue of the provisions of these By-Laws,  
 526 or by virtue of the provisions of the Articles of Incorporation of the Association or the Declaration  
 527 of Condominium, shall not be operative in any manner. Further, so long as Developer has the  
 528 right to acquire from the Association any apartments, it shall have the absolute right to  
 529 designate, remove and replace at will two-third of the members of the Board of Directors of the  
 530 Association. None of such Directors need be a resident of the apartment building. Developer  
 531 shall be responsible for the payment of any assessments which may be levied by the Association  
 532 against the apartments which Developer owns or has the right to acquire.

- 533 (o) Remedies in the Event of Default: The owner or owners of each Private Dwelling shall be  
 534 governed by and shall comply with the provisions of the Declaration of Condominium, and the  
 535 Articles of Incorporation and these By-Laws of Association, as any of the same are now  
 536 constituted or as they may be amended from time to time. A default by the owners of any  
 537 Private Dwelling shall entitle Association or the owner or owners of other Private Dwelling or  
 538 Private Dwellings to the following relief:

540 (i) Failure to comply with any of the terms of the Declaration of Condominium or other  
 541 restriction and regulations contained in the Articles of Incorporation or these By-Laws of  
 542 Association, or which.mmy be adopted pursuant thereto, shall be grounds for relief which  
 543 may include, without intending to limit the same, an action to recover some due for  
 544 damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief  
 545 may be sought by Association or, if appropriate by an aggrieved owner of a Private  
 546 Dwelling.

547 (ii) The owner or owners of each Private Dwelling shall be liable for the expense of any  
 548 maintenance, repair or replacement rendered necessary by his act, neglect or  
 549 carelessness, or by that of any member of his family, or his or their guests, employees,  
 550 agents or lessees, but only to the extent that such expense is not met by the proceeds of  
 551 insurance carried by Association. Such liability shall include any increase in fire insurance  
 552 rates occasioned by use, misuse, occupancy or abandonment of a Private Dwelling or its  
 553 appurtenances. Nothing herein contained. however, shall be construed so as to modify  
 554 any waiver by insurance companies of rights of subrogation.

555 (iii) In the event a lessee or sublessee occupying an apartment becomes in default (as the  
 556 term has hereinabove been defined) the Association shall have the right to terminate such  
 557 lease or sublease and the lessees or sublessee's right or possession on five (5) days  
 558 written notice served on said lessee or sublessee. Notice shall be deemed to be perfected

**OFFICIAL RECORDS**

559 by leaving a copy thereof, at the apartment of such lessee or sublessee. To expedite the  
 560 recovery of possession of said premises by the Association, it may utilize, in addition to all  
 561 other remedies all summary proceedings available under the law.

562 (iv) In any proceeding arising because of an alleged default by the owner of any Private  
 563 Dwelling, the Association, if successful, shall be entitled to recover the costs of the  
 564 proceeding, and such reasonable attorney's fees as may be determined by the court, but  
 565 in no event shall the owner of any Private Dwelling be entitled to such attorney's fees.

566 (v) The failure of Association or of the owner of a Private Dwelling to enforce any right,  
 567 provision, covenant or condition which may be granted by the Declaration of  
 568 Condominium or other above mentioned documents shall not constitute a waiver of the  
 569 right of Association or of the owner of a Private Dwelling to enforce such right, provision,  
 570 covenant or condition in the future.

571 (vi) All rights, remedies and privileges granted to Association or the owner or owners of a  
 572 Private Dwelling pursuant to any terms, provisions, covenants or conditions of the  
 573 Declaration of Condominium or other above mentioned documents shall be deemed to be  
 574 cumulative, and the exercise of any one or more shall not be deemed to constitute an  
 575 election of remedies, nor shall it preclude the party thus exercising the same from  
 576 exercising such other and additional rights, remedies, or privileges as may be available to  
 577 such party at law or in equity.

578 (p) Parties Bound by By-Laws, etc.: All present or future owners, tenants or any other person  
 579 who might use the facilities of the apartment building in any manner are subject to the  
 580 present and future provisions or the Declaration of Condominium, the Articles of  
 581 Incorporation of the Association, these By-Laws or the Association's rules and regulations,  
 582 and the mere acquisition or rental of any apartment unit or the mere act of occupancy of  
 583 any such apartment unit shall be deemed as conclusive acceptance and ratification of the  
 584 provisions herein mentioned.

585 (q) Conflict or Overlapping in Provisions: In the event of conflict or overlapping in the terms  
 586 an provisions which are or may be set forth in the articles of Incorporation, the By-Laws,  
 587 the Declaration of Condominium and the Association's rules and regulations, the  
 588 provisions, terms and conditions which exact the highest degree of performance and  
 589 impose the heaviest burdens upon the parties affected thereby, shall govern and prevail.

590 (r) Certain Definitions Terms Used Synonymously: 'Owner' means the person, firm or  
 591 corporation owning a leasehold or fee simple interest in any private dwelling: or  
 592 apartment. "Private Dwelling" includes its undivided interest in the Common Property and  
 593 Limited Common Property. The term is used synonymously with the word Apartment or  
 594 Apartment Unit.

595  
 596 "Apartment Building" means the multi-family residential building constructed or to be  
 597 constructed on the real property owned by the Association and includes such real  
 598 property as well as all appurtenant improvements leased by it, to-wit: swimming pool,  
 599 recreational areas, etc. The term is used synonymously with the word Condominium.

600  
 601 "Corporation" and "Association" are used synonymously.

602  
 603 The foregoing was adopted as the By-Laws of the Association at the first meeting of the  
 604 Board of Directors, on the 6<sup>th</sup> day of September, 1972.