

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.  
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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 1. 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 2. After the filing of a Declaration of Condominium, the owners of all private dwellings in  
25 the condominium shall be members of the corporation, and no other persons or entities  
26 shall be entitled to membership.

27 3. 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 fee ownership interest in any private dwelling.

34 4. 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 5. 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.

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- 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.

58  
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 Mail 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
- 79 signed 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
- 82 because a quorum has not attended, or because the greater percentage of the membership
- 83 required to constitute a quorum for particular purposes has not attended, as set forth in the
- 84 Articles of Incorporation, these By-Laws or the Declaration of Condominium, the members who
- 85 are present either in person or by proxy may adjourn the meeting from time to time until a
- 86 quorum, or the 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**

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- 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. OFFICERS

(a) The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily

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

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

6. FISCAL MANAGEMENT

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

- (a) The Association shall operate on a calendar year.
- (b) The assessment roll shall be maintained in a set or accounting books which there shall be an account for each Private Dwelling. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.
- (c) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including, but not limited to the following items:
  - (i) Common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of Common Property and Limited Common Property, recreational areas, landscaping, street and walkways, office expense, utility services, insurance, administration and reserves (operating and replacement); and
  - (ii) Proposed assessments against each member

Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is

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

- 263
- 264 (d) The depository of the Association shall be such bank or banks as shall be designated from time to
- 265 time by the Directors and in which the monies of the Association shall be deposited. Withdrawal
- 266 of monies from such accounts shall be only by checks signed by such persons as are authorized
- 267 by the Directors.
- 268 (e) An audit of the accounts of the Association shall be made as required and ordered by the Board
- 269 of Directors.
- 270 (f) Fidelity bonds may be required by the Board of Directors from all officers and employees of the
- 271 Association and from any contractor handling or responsible for Association funds. The amount
- 272 of such bonds shall be determined by the Directors. The premium on such bonds shall be paid by
- 273 the Association.
- 274

275 7. PARLIAMENTARY RULES

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

278 8. AMMENDMENTS TO THE BY-LAWS

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

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- 281
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- 284 (a) Amendments to these By-Laws may be proposed by the Board of Directors of the Association
- 285 acting upon vote of the majority of the Directors, or by members of the Association owning a
- 286 majority of the Private Dwellings in the Condominium, whether meeting as members or by
- 287 instrument in writing signed by them.
- 288 (b) Upon any amendment or amendments to these By-Laws being proposed by said Board of
- 289 Directors or members, such proposed amendment, or amendments shall be transmitted to the
- 290 President of the Association, or other officer of the Association in absence of the President, who
- 291 shall thereupon call a Special Joint Meeting of the members of the Board of Directors of the
- 292 Association and the membership for a date not sooner than twenty (20) days or later than sixty
- 293 (60) days from receipt by such officer of the proposed amendment or amendments, and it shall
- 294 be the duty or the Secretary to give to each member written or printed notice of such meeting in
- 295 the same form and in the same manner as notice of the call of a Special Meeting of the members
- 296 is required as herein set forth.
- 297 (c) In order for such amendment or amendments to become effective, the same must be approved
- 298 by an affirmative vote of two-thirds of the entire membership of the Board of Directors and by
- 299 an affirmative vote of the members owning not less than three-fourths of the Private Dwellings
- 300 in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be
- 301 transcribed, certified by the President and Secretary of the Association, and a copy thereof shall
- 302 be recorded in the public records of the county in which the property is located within ten (10)
- 303 days from the date on which any amendment or amendments have been affirmatively approved
- 304 by the Directors and members.

305 (d) At any meeting held to consider such amendment or amendments to the By-Laws, the written  
 306 vote of any member of the Association shall be recognized if such member is not in attendance  
 307 at such meeting or represented thereat by proxy, provided such written vote is delivered to the  
 308 Secretary of the Association at or prior to such meeting.  
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310 9. MISCELLANEOUS PROVISIONS

311  
 312 (a) Private Dwellings for Residential Use Only: Each Private Dwelling is hereby restricted to  
 313 residential use by the owner or owners thereof, their immediate families, guests and invitees.

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

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

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

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

348 (f) Alterations of Private Dwellings: No owner of a Private Dwelling shall permit to be made any  
 349 structural modifications or alterations in such Private Dwellings without first obtaining the  
 350 written consent of Association, which consent may be withheld in the event that a majority of  
 351 the Board of Directors of said corporation determine, in their sole discretion, that such structural  
 352 modifications or alterations would affect or in any manner endanger the building in part or in its  
 353 entirety. If the modification or alteration desired by the owner of any Private Dwelling involves  
 354 the removal of any permanent interior partition, Association shall have the right to permit such  
 355 removal so long as the permanent interior partition to be removed is not a load bearing partition,

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356 and so long as the removal thereof would in no manner affect or interfere with the provisions of  
357 utility services constituting Common Property located therein. No owner shall cause any  
358 improvements or changes to be made on the exterior of the building, including painting or other  
359 decoration, or the installation of electrical wiring, television antenna, machines or air  
360 conditioning units, which may protrude through the walls or roof of the building, or in any  
361 manner change the appearance of any portion of the building not within the walls of such Private  
362 Dwelling without the written consent of the Association being first had and obtained.

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

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

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



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- 406 (j) Liability for Loss Insurance: Risk of loss of or damage to any furniture, furnishings, personal
- 407 effects and other personal property (other than such furniture, furnishings and personal property
- 408 constituting a portion of the Common Property) which may be stored in any Private Dwelling, or
- 409 in to or upon Common Property or Limited Common Property, shall be borne by the owner of
- 410 each such Private Dwelling. The owner of a Private Dwelling shall be liable for injuries or damages
- 411 resulting from an accident in his own Private Dwelling, to the same extent and degree that the
- 412 owner of the house would be liable for an accident occurring within the house. The owner of
- 413 each Private Dwelling may, at his own expense, obtain insurance coverage for loss of or damage
- 414 to any furniture, furnishings, personal effects and other personal property belonging to such
- 415 owner and may, at his own expense and option, obtain insurance coverage against personal
- 416 liability for injury to the person or property of another while within such owner's Private
- 417 Dwelling or upon the Common Property or Limited Common Property.
- 418 (k) Insurance Coverage to be Maintained by Association: The Association will maintain and keep in
- 419 full force and effect the following insurance:
  - 420 (i) Casualty insurance covering all of the Private Dwellings, Common Property and Limited
  - 421 Common Property against loss or damage by fire, windstorm or other hazards covered by
  - 422 the standard Extended Coverage endorsement; and
  - 423 (ii) Public liability and property damage insurance in such amounts and in such form as
  - 424 shall be determined by the Board of Directors; and
  - 425 (iii) Workmen's Compensation Insurance, if needed to meet the requirements of law; and
  - 426 (iv) Such other insurance as the Board of Directors may from time to time deem to be in
  - 427 the best interest of the Association and its members.
- 428 (l) Limited Common Property: Upon his acquiring a leasehold or fee simple title interest in and to a
- 429 Private Dwelling each owner shall be assigned to a parking space. The said parking space is
- 430 designated as Limited Conon Property with respect to such Limited Common Property, the owner
- 431 of the Private Dwelling being assigned the parking space shall have the exclusive right to use the
- 432 same, and such exclusive right shall become an appurtenance to said private dwelling and shall
- 433 be encumbered by or subject to any mortgage then or thereafter encumbering said Private
- 434 Dwelling; and upon the conveyance or passing of title to the Private Dwelling to which the said
- 435 Limited Property is appurtenant, such exclusive right shall pass as an appurtenance thereto in the
- 436 same manner as the undivided interest in the Common Property appurtenant to such Private
- 437 Dwelling passes. No conveyance, encumbrance or passing of title in any manner whatsoever to
- 438 any exclusive right to use a parking space constituting Limited Common Property may be made
- 439 or accomplished separately from the conveyance, encumbrance or passing of title to the Private
- 440 Dwelling to which it is appurtenant, except that such exclusive right may be separately assigned,
- 441 transferred or conveyed to the Association, provided that as a condition precedent to the
- 442 conveyance, assignment or transfer to the Association of said exclusive right, the same shall be
- 443 released from any mortgage, lien or encumbrance encumbering the Private Dwelling from which
- 444 such appurtenance is being severed by conveyance, assignment or transfer. Whenever the
- 445 Association shall become the owner of the exclusive right to use any parking space, the
- 446 acquisition of which such exclusive right shall be by instrument executed with the formality of a
- 447 deed, such exclusive right may be thereafter by instrument executed in such formality assigned
- 448 by the Association to any Private Dwelling to the same force and effect as if originally assigned
- 449 thereto by the Association. However, while the Association shall be the owner of the exclusive
- 450 right to use any parking space, the same shall be treated by the Association just as though said
- 451 parking space constituted a part of the Common Property instead of the Limited Common
- 452 Property. No separate charge shall be made by the Association for the use of the parking space.
- 453 (m) Assessments: Association is given the authority to administer the operation and management of
- 454 the Condominium. To properly administer the operation and management of the project,
- 455 Association will incur, for the mutual benefit of all of the owners of Private Dwellings, costs and
- 456 expenses which will be continuing or nonrecurring costs, as the case may be, which costs and

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457 expenses are sometimes herein referred to as "common expense". In furtherance of the grant of  
458 authority to Association to make levy and collect assessments to pay the costs of the Common  
459 expense, the following provisions shall be operative and binding upon the owners of all Private  
460 Dwellings, to-wit:

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

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

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

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

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

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

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

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

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

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

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

557 (iii) In the event a lessee or sublessee occupying an apartment becomes in default (as the  
558 term has hereinabove been defined) the Association shall have the right to terminate such

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559 lease or sublease and the lessees or sublessee's right or possession on five (5) days  
 560 written notice served on said lessee or sublessee. Notice shall be deemed to be perfected  
 561 by leaving a copy thereof, at the apartment of such lessee or sublessee. To expedite the  
 562 recovery of possession of said premises by the Association, it may utilize, in addition to all  
 563 other remedies all summary proceedings available under the law.

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

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

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

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

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

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

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

602  
 603 "Corporation" and "Association" are used synonymously.

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