

EAST COAST MAINTENANCE & MANAGEMENT

410 SOUTH MILITARY TRAIL

DEERFIELD BEACH, FL 33442

Phone: 954-428-7015

HARWOOD “D”

Update Thru FEBRUARY 5TH, 2020.

IN THE CIRCUIT COURT OF THE
17th JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY,
FLORIDA

CASE NO. 08-024723 CACE 8

FLORIDA BAR NO.: 194253

ASHBY "A" CONDOMINIUM ASSOCIATION, INC.,
ASHBY "B" CONDOMINIUM ASSOCIATION, INC.,
ASHBY "C" CONDOMINIUM ASSOCIATION, INC.,
ASHBY "D" CONDOMINIUM ASSOCIATION, INC.,
BERKSIRE "A" CONDOMINIUM ASSOCIATION, INC.,
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ELLESMERE "C" CONDOMINIUM ASSOCIATION, INC.,
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WESTBURY "K" CONDOMINIUM ASSOCIATION, INC.,
WESTBURY "L" CONDOMINIUM ASSOCIATION, INC.,
CONDOMINIUM OWNERS ORGANIZATION OF CENTURY
VILLAGE EAST, INC., and CVE MASTER MANAGEMENT
COMPANY, INC.
All above corporations are Florida Not for profit corporations.

Plaintiff,

v.

FLORIDA INSURANCE GUARANTY
ASSOCIATION,

Defendant.

ORDER DISMISSING THIS CAUSE WITH PREJUDICE

THIS CAUSE having come before the Court upon the Stipulation of the parties for dismissal with prejudice and after having been fully advised in the premises, it is

ORDERED AND ADJUDGED that this cause is dismissed with prejudice with each party to bear its own costs and attorney's fees.

CASE # 08-02 4723(08)

DONE AND ORDERED in chambers at Broward County, Florida, this 13th day of

August 2008.


CIRCUIT COURT JUDGE

Copies furnished to:

Charles W. Rice
Mark D. Bogen

THIS IS NOT AN
OFFICIAL COPY

ELLESMERE "C" CONDOMINIUM ASSOCIATION, INC.,
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IN THE CIRCUIT COURT OF THE
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MARKHAM "T" CONDOMINIUM ASSOCIATION, INC.,
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WESTBURY "K" CONDOMINIUM ASSOCIATION, INC.,
WESTBURY "L" CONDOMINIUM ASSOCIATION, INC.,
CONDOMINIUM OWNERS ORGANIZATION OF CENTURY
VILLAGE EAST, INC., and CVE MASTER MANAGEMENT
COMPANY, INC.,
All above corporations are Florida Not for profit corporations,

Plaintiffs,

v.

FLORIDA INSURANCE GUARANTY
ASSOCIATION,

Defendant.

**STIPULATION FOR DISMISSAL AND ORDER DISMISSING
THIS CAUSE WITH PREJUDICE**

The Plaintiffs, ASHBY "A" CONDOMINIUM ASSOCIATION, INC., et al., by and through their undersigned counsel agree that this case has been amicably settled with attorney's fees and costs resolved pursuant to this settlement, and further agree that this cause should be dismissed with prejudice.

Mark D. Bogen, Esq.
621 N.W. 53 Street
Suite 240
Boca Raton, Florida 33487
Telephone: (561) 488-9595
Facsimile: (561) 488-9595

By: *Mark D. Bogen*
MARK D. BOGEN
FLORIDA BAR NO: 0865834

BUCKNER & SHIFRIN, P.A.
46 S.W. First Street
Suite 200
Miami, Florida 33130
Telephone: (305) 679-9744
Facsimile: (305) 679-9745

By: *Charles W. Rice*
CHARLES W. RICE
FLORIDA BAR NO: 194253

THIS IS NOT AN
OFFICIAL COPY

CERTIFICATE OF AMENDMENT TO THE BYLAWS
of
HARWOOD D CONDOMINIUM ASSOCIATION, INC.

The Declaration of Condominium of the above-named Condominium Association is recorded in the Official Records Book 7118, Page 309, of the Public Records of Broward County, Florida. The Bylaws of the above-named Condominium Association, recorded in the Official Records Book 7118, Page 382, of the Public Records of Broward County, Florida, is now further amended pursuant to Article 11 of the Bylaws of Harwood D Condominium Association, Inc., as amended, as follows:

(Additions are underlined, deletions are ~~stricken~~, unless there is substantial rewording as indicated below.)

1. **Article 12.1 of the Bylaws is hereby amended to add sub-section 12.1(x), which shall read:**

12.1(x): APPROVALS OF OCCUPANTS: All persons wishing to reside in a Unit in the Association must submit an application for occupancy to the Association, which includes, but is not limited to, an inquiry into the applicant's credit history and criminal history, pay the non-refundable application fee as required by the Association, and meet the following minimum standards in order to be approved to reside in the Unit by the board of directors. Good cause for disapproval may include, but is not limited to the following:

- (i). Conviction of a misdemeanor crime for violence against persons or property within the past five (5) years;
- (ii). Conviction of a felony crime for violence against persons or property within the past ten (10) years;
- (iii). Conviction of a felony or misdemeanor crime for any sexual crimes, including but not limited to prostitution, or child pornography, within the past ten (10) years;

- (iv). Lack of proof of sufficient annual income which is more than three (3) times the combined total of the annual regular assessments and annual mortgage payments, if any;
- (v). A credit risk score less than six-hundred (600);
- (vi). The application, on its face, indicates that approval would create a violation of the Association's Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, or Florida law. By way of example, without limitation, failure to identify all proposed occupants or an intent to lease the Unit; an intention to bring a prohibited pet into the Unit; an intent to store multiple vehicles or a motorcycle on the premises; failure to provide complete and accurate responses on the application form; or other prohibit uses;
- (vii). Failure to include required fees or deposits with the application form;
- (viii). Premature occupancy of the Unit, i.e., occupancy without prior approval of the Association;
- (ix). Failure to pay a deposit in the amount equal to one month's rent to be held for the term of the lease to the Association for damage to the common elements;
- (x). A copy of the written lease was not given to the Association prior to occupying the Unit;

2. **Article 12.1 of the Bylaws is hereby amended to add sub-section 12.1(y), which shall read:**

12.1(y): UNAPPROVED OCCUPANTS AND GUESTS: A "guest" shall be defined as anyone visiting either an owner or tenant for a period of time that does not exceed fourteen days within a calendar year. Any person who occupies a unit without prior written approval of the Association shall be deemed an unapproved occupant residing in the unit.

The above amendments were duly adopted by the directors of the subject Condominium Association in accordance with the requirements of the By-Laws of said Association, as heretofore amended, and appear upon the minutes of said Association and are unrevoked.

Executed at Deerfield Beach, Broward County, Florida, this 16 day of JUNE, 2014.

SIGNED, SEALED AND DELIVERED

HARWOOD D CONDOMINIUM
ASSOCIATION, INC.

IN THE PRESENCE OF:

Elena Charvitsky

BY: Timothy J. Traynor
NAME [President]

ATTEST: Ludwig Savorese
NAME [Secretary]

STATE OF FLORIDA)
COUNTY OF BROWARD)

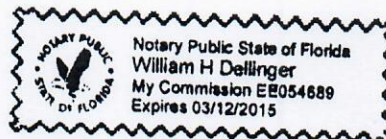
[ASSOCIATION'S]
[CORPORATE]
[SEAL]



The foregoing instrument was acknowledged before me this 16th day of JUNE, 2014, by Timothy J. Traynor and Ludwig Savorese respectively, as President and Secretary of Harwood D Condominium Association, Inc., a Florida not-for-profit corporation, and that they severally acknowledged executing same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

William H. Dellinger
[Notary Public]

My Commission expires:



CERTIFICATE OF AMENDMENT TO THE DECLARATION
of
HARWOOD D CONDOMINIUM ASSOCIATION, INC.

The Declaration of Condominium of the above-named Condominium Association recorded in the Official Records Book 7118, Page 309, of the Public Records of Broward County, Florida. The Declaration, as amended and where such amendment was recorded in the Official Records Book 10230, Page 435, of Broward County, Florida, is now further amended pursuant to Article 16 of the Declaration of Harwood D Condominium Association, Inc., as amended, as follows:

(Additions are underlined, deletions are ~~stricken~~, unless there is substantial rewording as indicated below.)

1. **Article 12.1(b) of the Association is hereby amended to read as follows:**

12.1(b): LEASE: No unit owner may dispose of a unit or any interest in a unit by lease or allow the occupancy thereof without approval of the lessee or occupant by the Association. No lease may be made for less than a three month consecutive period, but only one such lease may be made within any twelve month consecutive period, nor shall any transient accommodations be provided. Leasing of units as a regular practice or business, investment, speculative or other such purposes is prohibited, except that the board may approve such leasing in special situations, to avoid undue hardship or difficulties in the event of total compliance with all conditions of Article 12 hereof. A unit owner may not rent or allow the occupancy of any person other than other owners of the unit for the first twelve (12) months of ownership.

The above amendments were duly adopted by the directors of the subject Condominium Association in accordance with the requirements of the Declaration and By-Laws of said Association, as heretofore amended, and appear upon the minutes of said Association and are unrevoked.

Executed at Deerfield Beach, Broward County, Florida, this 6 day of November 2013.

SIGNED, SEALED AND DELIVERED

HARWOOD D CONDOMINIUM
ASSOCIATION, INC.

IN THE PRESENCE OF:

Elena Charnitsky

BY:

Tim Traylor Pres.
NAME [President]

ATTEST:

Lou Savorese Sec.
NAME [Secretary]

[ASSOCIATION'S]

[CORPORATE]

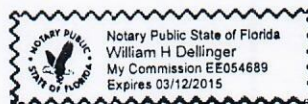
[SEAL]

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 6 day of November, 2013, by TIM TRAYLOR and LOU SAVORESE respectively, as President and Secretary of Harwood D Condominium Association, Inc., a Florida not-for-profit corporation, and that they severally acknowledged executing same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

William H. Dellinger
[Notary Public]

My Commission expires:



HARWOOD D CONDOMINIUM ASSOCIATION, INC.

c/o East Coast M & M
254 South Military Trail
Deerfield Beach, Florida 33442

(954) 428-7015 OFFICE
(954) 596-4883 FAX

ATTESTATION CERTIFICATE

I, Timothy Traynor, as President of Harwood D Condominium Association, Inc. attest that a Membership Meeting was held 3:00 P.M. on DECEMBER 17, 2014 at ACTIVITY CENTER to vote on foregoing retrofitting of the Association to install a fire sprinkler system in accordance with Florida Statute 718.112(1). The specific results of that vote was 65 owners voted to waive the State of Florida retrofitting requirement and -0- owners voted not to waive the State of Florida retrofitting requirement.

Signed and attested to by:

Timothy J. Traynor
Signature

TIMOTHY J. TRAYNOR
Print Name

PRESIDENT
Title

12/18/2014
Date

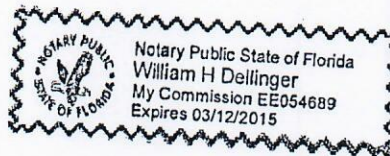
State of Florida
County of Broward

BEFORE ME, personally appeared Timothy Traynor personally known to me, and known to be the person who executed the foregoing Certificate as President of Harwood D Condominium Association, Inc. and duly acknowledged before me that he executed this Certificate as President of Harwood D Condominium Association, Inc.

WITNESS 18th day of DECEMBER, 2014

William H. Dellinger

NOTARY PUBLIC STATE OF FLORIDA



This instrument was prepared by:
KENNETH S. DIREKTOR, ESQ.
Becker & Poliakoff, P.A.
1 East Broward Blvd., Suite 1800
Ft. Lauderdale, FL 33301

**CERTIFICATE OF AMENDMENT TO THE
BYLAWS AND ARTICLES OF INCORPORATION OF
CENCLUB HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the **Declaration of Restrictive Covenants of Cenclub Homeowners Association, Inc.** has been duly recorded in the Public Records of Broward County, Florida, in Official Record Book **6521** at Page **151**; and

WHEREAS, the By-Laws and Articles of Incorporation are attached as Exhibits "D" and "E", respectively, thereto; and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of Cenclub Homeowners Association, Inc., a Florida not-for-profit corporation, held **December 4, 2019**, the aforementioned Bylaws and Articles of Incorporation were amended and restated pursuant to the provisions of said By-Laws and Articles of Incorporation.

NOW, THEREFORE, the undersigned hereby certify that the following Amended and Restated By-Laws and Amended and Restated Articles of Incorporation are a true and correct copy of the Amended and Restated Bylaws and Articles of Incorporation as approved unanimously by the board of Directors, **which shall be effective January 1, 2020.**

SEE ATTACHED

* * * * *

WITNESS my signature hereto this 10 day of December, 2019, at Deerfield Beach, Broward County, Florida.

CENCLUB HOMEOWNERS ASSOCIATION, INC.

Roni Jo Stirone
Witness
Roni Jo Stirone
(PRINT NAME)
Charles M. Burdman
Witness
Charles M. Burdman
(PRINT NAME)

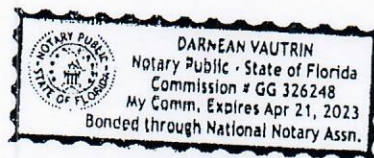
Rita Pickar
By: Rita Pickar
Rita Pickar, President
Michael Rackman
Attest: Michael Rackman
Michael Rackman, Secretary

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 10 day of December 2019, by Rita Pickar and Michael Rackman, as President and Secretary, respectively, of **Cenclub Homeowners Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

D Vautrin (Signature)

Darnean Vautrin (Print Name)
Notary Public, State of Florida at Large



**AMENDED AND RESTATED BYLAWS OF
CENCLUB HOMEOWNERS ASSOCIATION, INC.**

**THIS AMENDS AND RESTATES THE BYLAWS IN THEIR ENTIRETY
EFFECTIVE JANUARY 1, 2020**

PURPOSE

The purpose of Cenclub Homeowners Association, Inc. (herein referred to as "Cenclub") is to promote and develop the common good and social welfare of its Members. To that end, Cenclub has or will exercise an option to purchase of certain real property (the "facilities") located in Deerfield Beach, Florida, in the project known as Century Village, Deerfield Beach, Florida (Century), as the same is described in Exhibit A hereto, as said description may be modified from time to time. The purchase option to acquire the facilities closed or is set to close on or before December 31, 2019. After that time, Cenclub will own, operate and maintain the facilities.

It is for the purposes enumerated herein and in the Articles of Incorporation that Cenclub was formed.

**ARTICLE I
Officers**

Section 1. Executive Officers: The Executive Officers of Cenclub shall be a President, a Vice President, a Secretary, and a Treasurer. An individual may hold more than one office at one time except as prohibited by law. Officers shall be appointed by the Board of Directors. They shall take office immediately after election. All officers shall be members of the Board and Members of Cenclub.

Section 2. The President: Subject to the direction of the Board, the President shall be the Chief Executive Officer of Cenclub, and shall perform such other duties as from time to time may be assigned by the Board.

Section 3. The Vice President: The Vice President shall have such powers and perform such duties as may be assigned to him by the Board or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

Section 4. The Secretary: The Secretary shall keep the minutes of all proceedings of the Board, minutes of election meetings and such other records as the Board may direct, and shall perform all the duties incident to the office of Secretary, subject to the control of the Board and the President; and shall also perform such other duties as may be assigned by the President or by the Board. The records kept by the Secretary shall be at all times made available to the members of the Board upon request.

Section 5. The Treasurer: The Treasurer shall have the custody of all the receipts, disbursements, funds, and securities of Cenclub and shall perform all duties incident to the office

of Treasurer, subject to the control of the Board and the President. The Treasurer shall perform such other duties as may, from time to time, be assigned to by the Board or the President. If required by the Board, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such sum as the Board may require. Payment therefor shall be made by Cenclub.

Section 6. Subordinate Officers: The President, with the approval of the Board, may appoint such other officers and agents as the Board may deem necessary, who shall hold office at the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board.

Section 7. Removal: The officers of Cenclub shall serve at the pleasure of the Board and shall be deemed valid officers until the expiration of their terms or they are replaced by at least five (5) members of the Board. Vacancies shall be filled by a majority of a quorum of the Board as such vacancies arise.

ARTICLE II

Board of Directors

Section 1. Number of Board members: The business and affairs of Cenclub shall be managed by a Board of Directors which shall consist of seven (7) members. Board members shall serve until their successors are elected, they are disqualified or removed or they resign. The Board must be comprised of Members of Cenclub. Board members shall be elected by four hundred fourteen (414) Voting Representatives selected by the two hundred fifty-three (253) associations in Century Village East (Voting Representatives). Each association shall select its Voting Representatives in a manner that it determines, but each Voting Representative must be an owner of a Unit in the condominium operated by the association for which he or she serves as a Voting Representative. The four hundred fourteen (414) Voting Representatives shall be constituted as follows:

(a) Each sixteen (16), twenty (20) and twenty-four (24) unit association shall select one (1) of its unit owners as a Voting Representative;

(b) Each fifty-six (56) and sixty-four (64) unit building shall select three (3) of its unit owners as Voting Representatives;

(c) Each seventy-two (72) and eighty (80) unit building shall select four (4) of its unit owners as Voting Representatives; and

(d) Each ninety-six (96) unit building shall elect five (5) of its unit owners as Voting Representatives.

The election of Cenclub Board members may, at the option of the Board, be conducted by an election organization that is independent of Cenclub. For the Voting Representatives of any association to be entitled to vote, the President of the association, or if unavailable, the Vice President of the association, shall notify the Board or election organization as applicable, in writing and prior to January 1 each year, of the names of the Voting Representatives selected by the association. At the option of the Board, an election organization may determine both the manner in which the election is conducted and the notification procedure. Electronic voting shall be

permitted to the extent allowed by Florida statutes if it is implemented by the Board or election organization.

The present Board shall select three (3) of its members to serve three (3) year terms starting with the January 2020 election. At the January 2020 election, four (4) additional Board members shall be elected. The two (2) elected Board members with the largest numbers of votes shall serve two (2) year terms, and the two (2) elected Board members with the next largest numbers of votes shall serve one (1) year terms. Thereafter, in each year starting with the January 2021 election, Board members shall be elected for three (3) year terms to fill the positions of Board members whose terms have expired. A Board member whose term has expired may run for a new three (3) year term. There shall be no term limits on Board members.

Section 2. Executive Committee: The Board may elect from their number an Executive Committee consisting of not less than three (3) members of the Board, which committee shall have all the powers of the Board between Board meetings, regular or special. The President of the Corporation shall be a Member of and shall be chairman of the Executive Committee.

Section 3. Regular Meetings: The Board shall meet for the transaction of business at such place as may be designated from time to time.

Section 4. Special Meetings: Special Meetings of the Board may be called by the President or by three (3) members of the Board for any time and place, provided reasonable notice of such meetings shall be given to each member of the Board before the time appointed for such meetings.

Section 5. Quorum: The Board shall act only as a Board, and the individual Directors shall have no power as such, except as expressly delegated by the Board. A majority of the Board in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice until a quorum be at hand. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise provided by these Bylaws or by law.

Section 6. Order of Business: The Board may from time to time determine the order of business at its meeting.

Section 7. Chairman: At all meetings of the Board, the President or, in the absence of the President, the Vice President, or in the absence of both, a Chairman chosen by the Board present, shall preside.

Section 8. Annual Report: After the Board is elected, the Board shall, after the close of each fiscal year, submit to the Members of Cenclub a report as to the condition of Cenclub and its property and shall submit also an account of the financial transactions of the past year.

Section 9. Vacancies in Board: Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board, even if less than a quorum, shall have the power, by a majority vote of the remaining members, to elect a replacement to serve the unexpired term of the vacancy.

Section 10. Removal: Those Directors of Cenclub elected/appointed by the Board shall serve and shall be deemed valid Directors until the expiration of their terms or they are replaced by at least five (5) members of the Board.

ARTICLE III

Annual Elections, Meetings of Voting Representatives and Meetings of Members

Section 1. Annual Meetings: There shall be an annual election of the Board in January at such place at the facilities as may be designated by the Board. Notice of said meeting shall be provided in the manner determined by the Board or an election organization that is independent of Cenclub if it is designated to conduct the election by the Board.

Section 2. Special Meetings of Members: Special meetings of the Members shall be held whenever called by the Board. Notice of each special meeting, stating the time, place, and in general terms the purposes or purpose thereof, shall be deemed given by posting in conspicuous locations at the Clubhouse, Century Village, Deerfield Beach, Florida, at least ten (10) days prior to the meeting.

Section 3. Proxy: Subject to the qualifications hereafter specified, every Voting Representative, as described in Article II above, may vote either in person or by proxy, or by an online voting process approved by the Board which complies with the requirements of Section 718.128, Florida Statutes, as the same may be renumbered or amended from time to time. Notwithstanding this voting method, Cenclub is not a condominium association.

Section 4. Quorum: At any meeting of the Voting Representatives, a quorum shall consist of at least seventy-five (75) of the four hundred fourteen (414) voting representatives, who may be present either in person or by proxy, or by online vote, as described in Section 3 of this Article, and a vote of a majority represented shall decide any question that may come before the meeting except for elections of the Board, which shall be decided by a plurality.

ARTICLE IV

Membership

Section 1. Qualifications: All owners of residential units in Century Village shall be Members of Cenclub.

However, only designated Voting Representatives, as described in Section 1 of Article II of these Amended and Restated Bylaws, shall be entitled to vote.

Section 2. Members: A Member shall have no vested right, interest or privilege of, in, or to the assets, functions, affairs, or franchises of Cenclub, or any right, interest, or privilege which may be transferable or inheritable (except as an appurtenance to the member's unit) or which shall continue after Membership ceases, or while the Member is not in good standing.

Section 3. Membership Certificates; Memberships Not Transferable: The issuance of Membership certificates or identification cards, if any, shall be governed by the Board. No Membership or certificate of Membership may be sold, assigned, or transferred, voluntarily or by

will or by operation of law, except in conjunction with the transfer of title to the condominium unit.

For all Members who own units in Century, although such Membership is personal, it shall also attach to said unit and any appurtenance thereto, and shall be deemed to transfer automatically to any transferee of said unit who shall be bound by such Membership; provided, however, that no person holding any lien, mortgage, or other encumbrance on said unit shall be entitled, by virtue thereof, to Membership in Cenclub or to any of the rights or privileges of such Membership. Such transfer of Membership shall be confirmed by the acceptance of a deed from said Member.

Section 4. Termination of Membership: Whenever any Member shall cease to have all of the qualifications necessary for admission to Membership in Cenclub, as determined by the Articles of Incorporation, or these Bylaws, or as may be determined by the Board, then such Membership shall terminate.

Section 5. Waiver: No Member may avoid obligations by waiver of the use and enjoyment of the facilities or by an attempted termination of Membership, it being understood that Cenclub shall act in reliance of the performance of the obligations of the Membership.

ARTICLE V

Loss of Property

Section 1. Neither Cenclub nor the Board shall be liable or responsible for the destruction or the loss of or damage to the property of any Member or the guest of any Member, or visitor, or other person.

ARTICLE VI

Assessments

Section 1. The Board of Cenclub shall have the right and power to subject its Members, personally, and the property of its Members to annual maintenance charges, special assessment charges, capital improvement charges, reserve funds charges and charges for purchase of the facilities (collectively referred to as Assessments) as follows:

Each Member in Cenclub shall pay to Cenclub, in advance, Assessments attributable to Membership, and such payments shall be used by Cenclub for the purpose of paying the expenses of Cenclub. The Assessments will be delinquent when not paid within ten (10) days after the due date, and all delinquencies shall bear interest from the date thereof at the maximum rate allowable by law.

In the event that such Member does not pay such Assessments when due, Cenclub may assess, and the Member shall pay a late charge as determined from time to time by the Board.

In addition to the foregoing, in the event of a Member's default in the payment of Assessments, the Board may accelerate, and the Member shall pay, the full sum due and owing for the balance of the fiscal year.

In any proceeding arising because of an alleged failure of a Member or Cenclub to comply

with the requirements of the Chapter 617, Florida Statutes, these Bylaws, the Articles of Incorporation or the Rules and Regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and attorneys' fees at all trial and appellate levels, including attorney fees and costs to determine the amount of attorney's fees and costs and including pre-litigation attorney's fees and costs.

Each Member confirms a lien on the Member's unit for the purpose of securing all sums of money due hereunder and each Member recognizes that such lien is essential for the orderly and efficient operation of Cenclub.

Cenclub may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien. Cenclub is entitled to recover its attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments at all trial and appellate levels including attorney fees and costs to determine the amount of attorney's fees and costs and including pre-litigation attorney's fees and costs.

The Assessments may be adjusted from year to year by the Board as the needs of Cenclub in the judgment of the Board may require. Assessments shall be assessed equally against all Members, notwithstanding the fact that the Members may own different types of units or property, except in those cases where a special assessment is levied against certain Members because of their actions or special use of the premises.

ARTICLE VII

Powers

The Board shall, on behalf of Cenclub, have the following powers to operate the facilities after its acquisition by Cenclub:

(a) To cause to be hired, paid and supervised, all persons and entities necessary to be employed in order to properly maintain and operate the facilities. Those persons hired shall be the employees of Cenclub and those entities hired shall be independent contractors. The Board, in its absolute discretion, shall have the power to discharge any person or entity so hired, subject to any applicable contractual commitments.

(b) To maintain, repair, replace, alter, improve, add to, remove, or otherwise take any action with regard to the facilities.

(c) To take such action as may be necessary to comply or cause all persons using the facilities to comply with all laws, statutes, ordinances and rules of all appropriate governmental authorities, and the Rules and Regulations of the National Board of Fire Underwriters or its successor.

(d) To take all such action as may be necessary to comply or cause all persons using the facilities to comply with all Rules and Regulations governing the facilities (and the provisions of these Bylaws).

(e) To enter into contracts for vermin extermination and other services; to purchase or lease all tools, equipment, and supplies which shall be necessary to properly maintain and operate the facilities. All such contracts and purchases may be made in Cenclub's name.

(f) To cause to be placed or kept in force all insurance to fully insure the facilities, including casualty, and insure Cenclub and its Board members against liability; to act as Agent for Cenclub, each Member, and for each owner of any other insured interest; to adjust all claims arising under said insurance policies; to bring suit thereon and deliver releases upon payment of claims; to otherwise exercise all of the rights, powers and privileges of the insured parties; to receive, on behalf of the insured parties, all insurance proceeds.

(g) To maintain Cenclub's financial record books, accounts and other records; to issue certificates of account to Members and their mortgagees and lienors without liability for errors, unless as a result of gross negligence. Such records shall be kept at the office of Cenclub and shall be available for inspection by the Members at such reasonable time as Cenclub shall agree. As standard procedure, Cenclub shall render to each Member, by conspicuous posting on the facilities, such statement as it deems advisable, if any, for each calendar year no later than April 1st of the following year. Cenclub shall perform a continuous internal audit of Cenclub's financial records for the purpose of verifying the same, but no independent or external audit shall be required or permitted except as herein provided.

(h) To maintain sufficient records to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the source of all funds collected by it and the disbursement thereof. Such records shall be kept at the office of Cenclub and shall be available for inspection in accordance with the provisions of the foregoing.

(i) To adopt an annual budget sufficient to meet Cenclub's anticipated operating expenses and, in the discretion of the Board, accumulate reserves for non-recurring expenses. In the event that the Board, in accordance with its best estimate or past experience determines that, in accordance with the terms hereof, the assessments for expenses to be collected from the Members will vary from those previously collected, the Board will notify the Members thereof and the same shall be thereupon paid, as specified in said notice, until further notice of another change in assessments is given as herein provided.

(j) To deposit all funds collected from all sources in a special bank account or accounts of Cenclub in banks and/or savings and loan associations in the State of Florida, with suitable designation indicating their source. Provided, however, that all sums collected by Cenclub from assessments may be comingled in a single fund or divided into more than one fund, as determined by the Board. All assessment payments by a Member shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, and general or special assessments, in such manner and amounts as the Board determines, in its sole discretion.

(k) To supervise, operate, control, and manage the facilities; promulgate, adopt and amend rules and regulations as it deems advisable, in its sole discretion, for the use and occupancy of the facilities.

(l) To undertake investigations of prospective Members in accordance with the provisions of these Bylaws. Cenclub may charge a reasonable administrative fee for the investigation in addition to its remuneration hereunder as determined from time to time by the Board.

(m) In the event of a violation (other than non-payment of an assessment) by a Member of any of the provisions of the Articles of Incorporation, these Bylaws or Rules and Regulations adopted pursuant thereto, the Board shall have all the rights and powers of Cenclub to remedy such violation. If the Board deems it advisable not to act in any particular situation, the Board shall not be liable or responsible to any Member for the failure to so act. Under no circumstances shall said failure to act in any situation be deemed a waiver or indulgence of the right to act in that same or any other situation in the future.

(n) To retain and employ such professionals and other experts whose services may be reasonably required to effectuate the duties and powers herein on any basis as it deems most beneficial.

(o) The board shall have the power to fix, determine and collect, from time to time, the sums necessary and adequate to provide for the operation of the facilities and for any of the other purposes stated herein.

(p) To make and collect special assessments for such purposes and against such parties as the Board determines, to the same extent that the Board is permitted to do so in the Bylaws. Should an increase in the assessments or a special assessment be required during the year, the same shall be determined and collected by the Board from the Member or Members, as the case may be. The assessments as to each Member shall be made payable to Cenclub or such other firm or entity as the Board shall direct. The Board shall have the right to change the fiscal year of Cenclub.

(q) If any part of the facilities is damaged by casualty and it is determined that such property be reconstructed, the Board shall have Cenclub's responsibility of reconstruction. The cost of any said repair shall be a cost of operating Cenclub.

(r) To collect rent and all other charges under the long-term lease of the facilities after its acquisition, if applicable.

(s) The Board shall also have such general powers to do any other thing necessary or desirable, in the opinion of the Board, to keep the facilities neat and in good order, and to operate the same in such a manner which, in the opinion of the Board, may be of general benefit to the Members.

ARTICLE VIII

Lien

Cenclub shall have a lien on the units or dwelling of all Members to secure the payment of Assessments due and to become due, and the Members, their heirs, successors and assigns shall be personally liable for all such charges. The lien shall secure all Assessments, Special Assessments and other monetary obligations of the Members to Cenclub accrued as of the date the

lien is recorded and those which accrue after the lien is recorded, and until it is foreclosed by entry of a foreclosure judgment or until it is satisfied, as well as any costs and attorney's fees incurred by Cenclub enforcing the lien or the monetary obligation of the Member. The Claim of Lien shall be recorded in the Public Records of Broward County, Florida.

Upon demand, Cenclub shall furnish to any owner, mortgagee or person interested, a certificate showing the unpaid maintenance charges against any Member's land unit, provided that such certificates shall not be required or necessary until after January 1, 2020 or conveyance of the facilities, whichever is earlier.

The Board may, in its discretion, subordinate in writing, for limited periods of time, the liens of Cenclub against any unit for the benefit or better security of a mortgagee.

ARTICLE IX Notice

Section 1. Notice: Notice of Board meetings shall be posted at the main Clubhouse at least forty-eight (48) hours before the meeting and shall contain an agenda. Only Board members may attend and speak to agenda items, unless otherwise permitted by the Board. The Board may hold closed meetings when determined by the Board to be in the best interests of Cenclub. Such notice shall also be given to each Director by mail, electronic transmission or hand delivery at his or her address as the same appears on the books of Cenclub, which may be to such email address as the Director may designate for such purposes, and the time when such notice is sent shall be deemed the time of the giving of such notice.

Section 2. Notice of election meetings shall be given at least fourteen (14) days before the meeting and shall be delivered by posting conspicuously at the facilities and by mail, hand delivery or email to each Director and to each association in Century Village.

Section 3. Waiver of Notice: Any notice required to be given by these Bylaws may be waived by the person entitled thereto and shall be deemed waived by attendance at the meeting.

ARTICLE X Fiscal Year

Section 1. The fiscal year of Cenclub shall begin on the first day of January, and terminate on the 31st day of December of each year, unless otherwise designated by the Board.

ARTICLE XI Indemnification

Section 1. Indemnity: To the fullest extent permitted by Florida law:

(A) Cenclub shall indemnify any person who is or was a party to any proceeding by reason of the fact that he or she is or was a director, officer, committee member or employee of Cenclub or any person or entity for whom Cenclub is contractually obligated, against liability incurred in connection with such proceeding.

(B) Cenclub shall indemnify any person who is a party to any proceeding brought by or in the right of Cenclub, by reason of the fact that he or she is or was a director, officer, committee member or employee of Cenclub against liability incurred in connection with such proceeding.

(C) The foregoing indemnity shall include, without limitation, costs and legal fees incurred and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the actual and reasonable expenses incurred in connection with the defense or settlement of such proceeding, including appeal thereof.

Section 2. Limitations: The foregoing indemnity obligations shall be subject to such limitations and restrictions as are now or hereafter set forth in the applicable Statutes.

Section 3. Inclusions: The indemnification provided for herein shall include any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, any appeal in any such action, suit or proceeding, and any inquiry or investigation that might lead to such an action, suit or proceeding.

Section 4. Recovery of Expenses: Expenses incurred by any person entitled to indemnification hereby may, in the discretion of the Board, be paid in advance of the final disposition of the proceeding upon receipt of any undertaking acceptable to Cenclub, subject to the obligation of such person to repay such amount if he or she is ultimately found not to be entitled to indemnification pursuant to law.

Section 5. Non-exclusive: The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and, to the extent permitted by law, Cenclub may make any other or further indemnification or advancement of expenses if approved by a majority of the disinterested Directors or vote of the Members, or as permitted under any Bylaw or agreement, to the extent permitted by law.

Section 6. Application for Indemnity: Nothing herein is intended to restrict a party's authority, as provided by law, to apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction.

ARTICLE XII

Amendments

Amendments to these Bylaws may be proposed and adopted in the manner set forth as follows:

Section 1. Proposal: Amendments to these Bylaws may be proposed by the Board acting upon vote of the majority of the directors.

Section 2. Call for Meeting: Upon any amendment or amendments to these Bylaws being proposed by said Board members, such proposed amendment or amendments shall be transmitted to the full Board, who shall thereupon call a Special Meeting of the Members of the

Board for a date not sooner than two (2) days or later than sixty (60) days from receipt of such proposed amendment or amendments. It shall be the duty of the Secretary to give each Board member written or printed notice of such meeting.

Section 3. Vote Necessary: In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of at least five (5) members of the Board.

ARTICLE XIII

Enforcement

Each Member and every occupant, lessee, guest, or invitee of a Member shall be governed by and shall comply with the terms of any rules and regulations adopted by the Board (and the Board is hereby empowered to make and amend Rules and Regulations from time to time with regard to the use of the Facilities). Cenclub shall be entitled to the following relief in the event of violations of such rules and regulations:

Section 1. Negligence. A Member shall be liable to Cenclub for the expense of any maintenance, repair or replacement to the Facilities, including, but not limited to, the personal property of Cenclub made necessary by his or her violation of any portion of the Rules and Regulations or by his or her negligence or intentional misconduct, or by that of any member of his or her family or his or her occupants, tenants, guests, or invitees. Any sums due Cenclub by a Member under this Section shall be secured by a lien which shall be enforceable in the same manner as the lien provided for in Article VIII of these Bylaws.

Section 2. Fines. In addition to all other remedies provided hereunder, in the event a Member or anyone for whom a Member is responsible fails to comply with a provision of the rules and regulations, Cenclub shall have the right to impose a fine against the Member. The amount of any fine shall be determined by the Board of Directors of Cenclub, but in any event shall not exceed the maximum amount permitted by applicable law, if any.

Section 3. Suspension of Use Rights. In addition to all other remedies provided hereunder, Cenclub shall have the right to suspend the rights of any Member and his or her occupants, tenants, guests, or invitees, to use any portion of the Facilities during any period of time during which the Member is delinquent in the payment of any financial obligation owed to Cenclub or in the event a Member or anyone for whom a Member is responsible fails to comply with a provision of the rules and regulations.

Section 4. Costs and Legal Fees. In any proceeding arising because of an alleged failure of a Member to comply with the Rules and Regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable legal fees (including appellate legal fees).

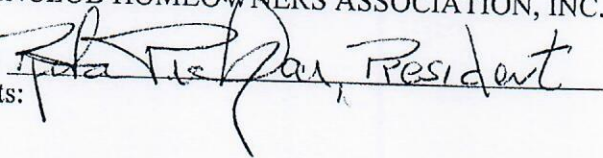
Section 5. No Waiver of Rights. The failure of Cenclub to enforce any rule or regulation, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

Section 6. Election of Remedies. All rights, remedies and privileges granted to Cenclub pursuant hereto shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be provided hereunder, by the Articles of Incorporation or by applicable law.

CENCLUB HOMEOWNERS ASSOCIATION, INC.

By

Its:

 President

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
CENCLUB HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not-for-profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these ARTICLES OF INCORPORATION, set forth:

I.

The name of this corporation is Cenclub Homeowners Association, Inc. which shall hereinafter be referred to herein as "Cenclub" or the "Corporation."

II.

The purpose for which Cenclub is organized is solely to provide an entity to acquire, own and operate those certain recreational facilities at Century Village, Deerfield Beach, Florida, more particularly described in Exhibit "A" to the Bylaws of Cenclub (hereinafter the "facilities") and as further provided in the Bylaws and to exercise Cenclub's contractual option to acquire and operate the facilities.

III.

Cenclub shall have the following powers:

1. Cenclub shall have all of the powers and privileges granted to corporations not for profit by Chapter 617, Florida Statutes, as the same may be renumbered or amended from time to time.

2. Cenclub shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to:

(a) To make, establish and enforce rules and regulations governing the use of the facilities and all property owned and/or operated by Cenclub.

(b) To levy and collect assessments against the Members of Cenclub to pay all the expenses of Cenclub including, but not limited to, the provision of insurance, the acquiring, operating, leasing, managing and otherwise dealing with the facilities and all other property of Cenclub, whether real or personal, which may be necessary or convenient for the operation and management of Cenclub, and to do all things necessary to accomplish the purposes set forth in

these Articles of Incorporation, the Bylaws of Cenclub and the contractual commitments of Cenclub.

(c) To manage, maintain, insure, equip, improve, repair, reconstruct, pay taxes and expenses, replace, alter and operate Cenclub and its facilities and property and to contract with others for such purposes.

(d) To contract for the management of the facilities and all property owned and/or operated by Cenclub and to delegate to such management all or any part of the powers and duties of Cenclub.

(e) To enforce the provisions of Cenclub's Articles of Incorporation, Bylaws and the Rules and Regulations governing the use of the facilities and all property owned and/or operated by Cenclub.

(f) To enter into agreements for the use of the facilities with such persons or entities as it deems proper.

(g) To grant easements, licenses, etc. over and across all property owned and/or operated by Cenclub.

(h) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon Cenclub.

(i) To enter into agreements whereby Cenclub acquires real and personal property for the enjoyment, recreation or other use or benefit of its Members residing in the development known as Century Village, Deerfield Beach, Florida.

IV.

The qualification of Members, the manner of their admission, termination of such Membership, and voting by members ("Member") shall be as follows:

1. The owners ("Unit Owner") of all residential units ("Unit") in Century Village, Deerfield Beach, Florida ("Century Village") shall be Members of Cenclub, and no other persons or entities shall be entitled to Membership.

2. The Membership of any party shall be automatically terminated upon being divested of title to all residential units owned by such Member in Century Village provided, however, that said Membership shall run with the land and shall automatically transfer to the grantee thereof as an appurtenance to such Unit. Membership is nontransferable except as an appurtenance to and shall automatically transfer with title to and shall bind all future owners of such Unit.

3. On all matters on which the Membership shall be entitled to vote, each Member shall have one vote for each Unit owned by such Member. Such vote may be exercised or cast by the owner or owners of each Unit in such manner as is provided for in the Bylaws hereinafter adopted by Cenclub.

4. Persons other than Unit Owners may not be admitted to Membership in Cenclub.

5. Until such time as the facilities which Cenclub is intended to operate are conveyed to Cenclub by the execution and delivery of the deed of conveyance, the voting Membership of Cenclub shall be comprised of the Board of Directors of Cenclub, each of whom shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote as provided in the Bylaws.

6. Membership in Cenclub, including both the benefits and obligations thereof, shall run with a Member's Unit and shall, without further instrument, be deemed transferred automatically as an appurtenance thereto to any subsequent transferee of said Unit and said subsequent transferee shall be entitled to the benefits and be bound by the obligations of such Membership.

V.

Cenclub shall have perpetual existence.

VI.

The principal office of Cenclub shall be located in the Century Village Clubhouse located on a portion of that property defined herein as Cenclub. The registered office of the Association shall be located at Becker & Poliakoff, P.A., 1 East Broward Blvd., Suite 1800, Ft. Lauderdale, Florida 33301, and the registered agent at such address shall be Allen M. Levine, Esq.

VII.

The affairs of Cenclub will be managed by a Board of Directors ("Board") consisting of seven (7) directors who must be Members of Cenclub.

Directors of Cenclub shall be elected in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

There shall be an election of directors held in January 2020, which shall be conducted in the manner provided in the Bylaws. The directors named in these Articles shall serve until the time provided in the Bylaws and any vacancies in their number occurring before the January 2020 election shall be filled by the remaining directors as provided for in the Bylaws of Cenclub.

The names and addresses of the members of the current Board of Directors who shall hold office until their successors are elected and have qualified, or until they resign or are removed, are as follows:

<u>Name</u>	<u>Address</u>
RITA PICKAR	1063 Oakridge F, Deerfield Beach, FL 33442
PHILIP RAYMOND	200 Lyndhurst M, Deerfield Beach, FL 33442

JAY R. BAIMEL	4058 Lyndhurst N, Deerfield Beach, FL 33442
MICHAEL RACKMAN	1041 Berkshire C, Deerfield Beach, FL 33442
SUSAN DOVE	19 Tilford B, Deerfield Beach, FL 33442
MARJORIE CAMPBELL	4019 Ellesmere B, Deerfield Beach, FL 33442
CAROLYN W. DAVIS	145 Grantham C, Deerfield Beach, FL 33442

VIII.

The officers of Cenclub shall serve at the pleasure of the Board of Directors and shall be deemed valid officers until replaced by the Board of Directors.

The Board shall have the power to create such additional officerships as authorized in the Bylaws.

IX.

Cenclub shall indemnify its officers and directors as provided in the Bylaws.

X.

Amendments to these Articles of Incorporation may be proposed and adopted in the manner set forth below:

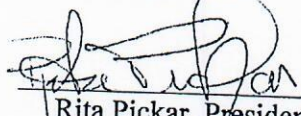
1. PROPOSAL. Amendments to these Articles may be proposed by the Board acting upon vote of the majority of the total number of directors.

2. CALL FOR MEETING. Upon any amendment or amendments to these Articles being proposed by said Board members, such proposed amendment or amendments shall be transmitted to the full Board, who shall thereupon call a Special Meeting of the Members of the Board for a date not sooner than two (2) days or later than sixty (60) days from receipt of such proposed amendment or amendments. It shall be the duty of the Secretary to give each Board Member written or printed notice of such meeting. The amendment must be approved by an affirmative vote of at least five (5) Members of the Board.

XI.

A Unit Owner's Membership interest cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit, subject to these Articles and the Bylaws. The funds and assets of Cenclub shall belong solely to Cenclub, subject to the limitation that the same be expended, held, or used for the benefit of the Membership and for the purposes authorized in these Article and the Bylaws of Cenclub.

IN WITNESS WHEREOF, the undersigned has affixed her signature this 10 day of November, 2019.



Rita Pickar, President

This instrument was prepared by:
Michael E. Boutzoukas, Esq.
Becker & Poliakoff, P.A.
1511 North Westshore Boulevard, Suite 1000
Tampa, Florida 33607

RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS:

That **CENCLUB HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation**, whose mailing address is c/o Century Village East Clubhouse, 2400 Century Blvd., Deerfield Beach, FL 33442, as owner ("Association") of the property described as follows (the "Property"):

See Exhibit "A"

hereby declares, covenants and agrees with **CVRF DEERFIELD, LIMITED, a Florida limited partnership**, its successor and/or assigns, whose mailing address is 117 W. 72nd Street, Suite 5W, New York, NY 10023-3204, that for a period of ninety-nine years, commencing on the date hereof, the Property is shall be used for recreational purposes except as otherwise consented to or released in writing by consent of the CVRF DEERFIELD, LIMITED,. ("CVRF") and the Association.

This Covenant shall run with the land and against any portion thereof and interest therein, and is granted to and for the benefit of, and is enforceable by CVRF. The terms of this instrument shall be at all times binding upon the Association, which term includes any and all transferees, grantees, successors, and assigns, and the continued effect hereof shall be a condition to any conveyance or other instrument affecting title of the Property.

In any legal proceedings brought by any party hereto to enforce or interpret this instrument, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party, including but not limited to in any court, including bankruptcy court, and including fees and costs incurred prior to litigation and through any appeal. Any such legal proceeding shall be brought in a Court of competent jurisdiction in Broward County, Florida.

. This Restrictive Covenant shall be recorded at the Association's expense.

No modifications hereto shall be valid unless in writing signed by the Association and CVRF.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed on this 31st day of December, 2019.

Signed, sealed and delivered in the presence of:

CENCLUB HOMEOWNERS
ASSOCIATION, INC., a Florida not-for-profit corporation

Margary B. Kolken
Witness #1
Print name: Margary B. Kolken

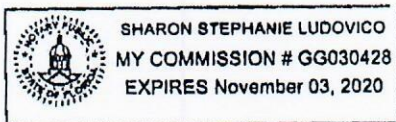
By: Rita Pickar, President
Rita Pickar, President

Simone Kachan
Witness #2
Print name: Simone Kachan

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 31st day of December, 2019, by Rita Pickar, in her capacity as President of **CENCLUB HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation**, who is personally known to me OR has produced FL Driver's license as identification (if neither blank is checked, it shall be personally known to me).



Sharon S. Ludovico
Notary Public
Printed name: Sharon S Ludovico
My commission expires: 11/03/2020

EXHIBIT A

Legal description of the Property:

Parcel 1:

"CLUBHOUSE AREA"

A parcel of land in Sections 2 and 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being more specifically described as follows:

From the Southwest corner of said Section 2, bear North 01 degrees 15' 00" West, along the West line of said Section 2, a distance of 1980.75 feet to the Point of Beginning;

Thence, North 60 degrees 00' 00" East, a distance of 53.18 feet; thence, South 30 degrees 00' 00" East, a distance of 84.07 feet; thence, North 60 degrees 00' 00" East, a distance of 229.78 feet; thence, North 15 degrees 00' 00" West, a distance of 165.00 feet; thence, North 12 degrees 25' 42" East, a distance of 223.77 feet; thence, North 44 degrees 00' 00" East, a distance of 200.00 feet; thence, North 64 degrees 32' 51" East, a distance of 125.00 feet; thence, North 03 degrees 10' 00" West, a distance of 115.32 feet; thence, North 36 degrees 00' 00" East, a distance of 202.96 feet to a point on the Southerly right of way line of Century Boulevard; said right of way line being a curve concave to the North, having a delta angle of 29 degrees 52' 47", a radius of 1550.00 feet, a chord distance of 799.20 feet and whose center bears North 0 degrees 37' 46" West; thence, along the arc of said curve, a distance of 803.32 feet; thence, North 29 degrees 15' 01" East, a distance of 10.00 feet; thence, North 58 degrees 50' 23" West, a distance of 299.88 feet; thence, North 60 degrees 45' 00" East, a distance of 200.11 feet; thence, South 29 degrees 15' 00" West, a distance of 490.82 feet; thence, South 47 degrees 46' 20" East, a distance of 290.00 feet; thence, South 45 degrees 22' 44" East, a distance of 262.34 feet; thence, due South, a distance of 345.00 feet; thence, South 56 degrees 50' 33" East, a distance of 89.88 feet; thence, South 30 degrees 00' 00" East, a distance of 329.76 feet; thence North 60 degrees 00' 00" East, a distance of 128.30 feet to the Point of Beginning.

Parcel 2:

LEGAL DESCRIPTION FOR TENNIS COURTS

A parcel of land in the West one-half of Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

Begin at the intersection of the East line of the West one-half of said Section 2, with the Southerly right of way line of State Road No. 810, (a 100 foot road right of way);

Thence, bear South 01 degrees 14' 29" East, along the East line of said West one-half of Section 2, a distance of 1415.00 feet to the South boundary line of the Administration Building Parcel;

Thence, South 89 degrees 01' 04" West, along said South boundary line, a distance of 309.33 feet to the Point of Beginning;

Thence, continue South 89 degrees 01' 04" West, a distance of 100.00 feet; thence, North 00 degrees 58' 56" West, a distance of 118.50 feet; thence, North 89 degrees 01' 04" East, a distance of 100.00 feet; thence, South 00 degrees 58' 56" East, a distance of 118.50 feet to the Point of Beginning.

Parcel 3:

LEGAL DESCRIPTION FOR LYNTHURST RECREATION AREA NORTH

A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southeast corner of said Section 3, bear North 01 degrees 15' 00" West, along the East line of said Section, a distance of 2636.99 feet;

Thence, due West, a distance of 1582.85 feet to the Point of Beginning.

Thence, South 11 degrees 40' 00" West, a distance of 115.50 feet; thence, North 78 degrees 20' 00" West, a distance of 35.00 feet; thence, South 11 degrees 40' 00" West, a distance of 35.00 feet; thence, North 78 degrees 20' 00" West, a distance of 128.46 feet to a point on the East right of way line of Century Boulevard South; thence, North 19 degrees 45' 00" West, along said right of way line, a distance of 147.39 feet;

Thence, North 70 degrees 15' 00" East, a distance of 140.17 feet; thence, South 56 degrees 30' 00" East, a distance of 130.00 feet to the Point of Beginning.

Parcel 4:

LEGAL DESCRIPTION FOR LYNTHURST RECREATION AREA SOUTH

A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southeast corner of said Section 3, bear North 01 degrees 15' 00" West, along the East line of said Section, a distance of 1217.05 feet to a point on a curve concave to the South, having a radius of 1690.00 feet, a central angle of 07 degrees 07' 01", a chord bearing of North 83 degrees 09' 43" West and a chord distance of 209.79 feet; said curve being the North right of way line of Century Boulevard South and said point being the Point of Beginning.

Thence, Westerly, along the arc of said curve, a distance of 209.92 feet to the end of said curve; thence, due North, a distance of 149.87 feet; thence, due East, a distance of 169.49 feet; thence, due South, a distance of 42.19 feet; thence, South 47 degrees 15' 00" East, a distance of 50.37 feet to a point on the East line of said Section 3, thence, South 01 degrees 15' 00" East, along said section line, a distance of 96.11 feet to a point on the North right of way line of Century Boulevard South and the Point of Beginning.

Parcel 5:

GRANTHAM RECREATION AREA

A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southwest corner of said Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section 2, a distance of 1659.59 feet; Thence, due East, a distance of 680.84 feet to the Point of Beginning; Thence, continue due East, a distance of 74.49 feet to a point of curvature of a curve to the right, having a radius of 56.00 feet, a central angle of 150 degrees 00 minutes 00 seconds and a chord bearing of South 15 degrees 00 minutes 00 seconds East; Thence, Southerly, along the arc of said curve, a distance of 146.61 feet to the Point of Tangency; Thence, South 60 degrees 00 minutes 00

seconds West, a distance of 55.50 feet to a point of curvature of a curve to the right, having a radius of 65.00 feet, a central angle of 90 degrees 00 minutes 00 seconds and a chord bearing of North 75 degrees 00 minutes 00 seconds West; Thence, Westerly, along the arc of said curve, a distance of 102.10 feet to the Point of Tangency; Thence, North 30 degrees 00 minutes 00 seconds West; a distance of 28.24 feet to a point of curvature of a curve to the right, having a radius of 56.00 feet, a central angle of 120 degrees 00 minutes 00 seconds and a chord bearing of North 30 degrees 00 minutes 00 seconds East; Thence, Northerly, along the arc of said curve, a distance of 117.29 feet to the Point of Beginning.

Parcel 6:

ASHBY RECREATION AREA

A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southwest corner of said Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section 2, a distance of 1562.73 feet; Thence, due East, a distance of 1640.26 feet to the Point of Beginning; Thence, North 55 degrees 00 minutes 00 seconds East, a distance of 184.77 feet; Thence, South 66 degrees 38 minutes 41 seconds East, a distance of 41.86 feet to a point on a curve concave to the Northwest having a radius of 1010.00 feet; a central angle of 18 degrees 24 minutes 01 seconds, a chord bearing of South 32 degrees 33 minutes 20 seconds West and a chord distance of 332.96 feet; said curve being the West right of way line of Century Boulevard South; Thence, Southwesterly, along the arc of said curve, a distance of 324.36 feet to the end of said curve; Thence, North 05 degrees 00 minutes 00 seconds West, a distance of 183.53 feet to the Point of Beginning.

Parcel 7:

DURHAM RECREATION AREA

A parcel of land located in Section 3, Township 48 South, Range 42 East, Broward County, Florida, described as follows:

From the Southeast corner of Section 3, proceed North 01 degrees 15 minutes 00 seconds West, a distance of 2685.49 feet, along the East line of said Section 3, to the East one-quarter corner; thence North 01 degrees 12 minutes 39 seconds West, along the East line of said Section 3, a distance of 1457.53 feet; thence due West, a distance of 30.52 feet to the Point of Beginning; thence, due South, a distance of 31.19 feet; thence South 769 degrees 22 minutes 45 seconds West, a distance of 174.42 feet to a point of curvature of a curve to the left, (curve Data: Delta Angle 30 degrees 00 minutes 00 seconds, Radius = 186.60 feet; Chord Bearing = South 64 degrees 22 minutes 45 seconds West; Chord Distance = 96.59 feet); thence, along the arc of the curve, a distance of 97.70 feet; thence South 49 degrees 22 minutes 45 seconds West, a distance of 50.00 feet; thence North 40 degrees 37 minutes 15 seconds West, a distance of 59.39 feet to a Point of Curvature of a curve to the left, (Curve Data: Delta Angle = 37 degrees 59 minutes 00 seconds; Radius = 132.52 feet; Chord Bearing = North 59 degrees 36 minutes 45 seconds West; Chord Distance = 86.25 feet); thence, along the arc of the curve, a distance of 87.85 feet; thence, North 11 degrees 45 minutes 40 seconds East, a distance of 39.99 feet; thence, South 78 degrees 14 minutes 20 seconds East, a distance of 36.00 feet; thence, North 11 degrees 45 minutes 40 seconds East, a distance of 17.50 feet; thence, due East, a distance of 362.59 feet to the Point of Beginning.

Parcel 8:

UPMINSTER RECREATION AREA

A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southwest corner of Section 2, bears North 01 degrees 15 minutes 00 seconds West, along the

West line of said Section 2, a distance of 2685.49 feet to the West quarter section corner of said Section 2; thence, North 01 degrees 12 minutes 39 seconds West, along said West line, a distance of 679.45 feet; thence, due East, a distance of 1751.67 feet to a point on a curve concave to the Northwest, having a radius of 920.00 feet, a central angle of 13 degrees 34 minutes 08 seconds, a chord bearing of North 32 degrees 48 minutes 24 seconds East and a chord distance of 188.59 feet; said curve being the East right of way line of Century Boulevard South and the Point of Beginning; thence, Northeasterly, along the arc of said curve, a distance of 188.92 feet to the end of said curve; thence, North 89 degrees 01 minutes 04 seconds East, a distance of 100.00 feet; thence, due South, a distance of 66.32 feet; thence, due West, a distance of 50.00 feet; thence, due South, a distance of 175.00 feet; thence, due West, a distance of 94.85 feet; thence North 35 degrees 15 minutes 00 seconds West, a distance of 99.30 feet to the Point of Beginning.

Parcel 9:

MARKHAM RECREATION AREA

A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southeast corner of said Section 3, bear North 01 degrees 15 minutes 00 seconds West, along the East line of said Section, a distance of 1335.97 feet; thence due West, a distance of 1396.95 feet to the Point of Beginning; thence South 15 degrees 40 minutes 00 seconds West, a distance of 179.13 feet; thence, South 22 degrees 40 minutes 00 seconds East, a distance of 154.01 feet; thence South 03 degrees 50 minutes 26 seconds West, a distance of 18.16 feet to a point on a curve concave to the North, having a radius of 470.00, a central angle of 54 degrees 46 minutes 28 seconds, a chord bearing of North 58 degrees 46 minutes 17 seconds West and a chord distance of 432.40 feet; said curve being the North right of way line of Century Boulevard South, Thence, Northwesterly, along the arc of said curve, a distance of 449.32 feet to the end of said curve; thence, South 86 degrees 50 minutes 00 seconds East, a distance of 238.97 feet; thence, North 15 degrees 40 minutes 00 seconds East, a distance of 150.00 feet; thence, South 74 degrees 20 minutes 00 seconds East, a distance of 84.00 feet to the Point of Beginning.

Parcel 10:

BERKSHIRE RECREATION AREA

A parcel of land located in Section 2, Township 48 South, Range 42 East, Broward County, Florida, said parcel of land being more specifically described as follows:

From the Southwest corner of Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section 2, a distance of 2685.49 feet to the West one-quarter corner; Thence, North 89 degrees 40 minutes 07 seconds East, a distance of 1245.51 feet to the Point of Beginning; Thence, due East, a distance of 305.63 feet; thence, due South, a distance of 125.61 feet; thence, South 59 degrees 01 minutes 04 seconds West, a distance of 176.48 feet; thence, North 60 degrees 58 minutes 56 seconds West, a distance of 176.48 feet; thence, due North, a distance of 130.85 feet to the Point of Beginning.

Parcel 11:

RICHMOND RECREATION AREA

A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southwest corner of said Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section , a distance of 1568.55 feet; thence, due East, a distance of 1879.59 feet to the Point of Beginning; thence, South 60 degrees 00 minutes 00 seconds East, a distance of 287.00 feet; thence, South 35 degrees 00 minutes 00 seconds West, a distance of 123.13 feet; thence South 05 degrees

00 minutes 00 seconds West, a distance of 215.20 feet; thence, South 65 degrees 00 minutes 00 seconds West, a distance of 215.20 feet; thence, South 65 degrees 00 minutes 00 seconds West, a distance of 51.11 feet to a point on the North right-of-way line of East Drive; thence, North 16 degrees 32 minutes 00 seconds West, along said right-of-way line, a distance of 176.70 feet to a point of curvature of a curve to the left, having a radius of 194.25 feet, a central angle of 35 degrees 55 minutes 09 seconds, a chord bearing of North 34 degrees 29 minutes 35 seconds West, and a chord distance of 119.79 feet; said curve being said right-of-way line; thence, Northwesterly, along the arc of said curve, a distance of 121.78 feet to the point of tangency; thence, North 52 degrees 27 minutes 09 seconds West, along said right-of-way line, a distance of 105.18 feet to the Easterly right-of-way line of Century Boulevard South; said right-of-way line being a curve concave to the West, having a radius of 1090.00 feet; a central angle of 09 degrees 05 minutes 03 seconds, a chord bearing of North 30 degrees 54 minutes 04 seconds East and a chord distance of 172.64 feet; thence, Northeasterly, along the arc of said curve, a distance of 172.82 feet to the Point of Beginning.

Parcel 12:

WESTBURY RECREATION AREA

A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southwest corner of said Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section, a distance of 2685.49 feet to the West quarter Section corner of said Section 2; thence, North 01 degrees 12 minutes 39 seconds West, along said West section line, a distance of 1645.84 feet; thence, due East, a distance of 1341.54 feet to the Point of Beginning; thence, due North, a distance of 107.00 feet; thence, due East, a distance of 36.00 feet; thence, due North, a distance of 41.00 feet; thence, due East, a distance of 130.00 feet; thence, due South, a distance of 112.00 feet; thence, due West, a distance of 36.00 feet; thence, due South, a distance of 72.00 feet; thence, due West, a distance of 90.00 feet; thence, due North, a distance of 36.00 feet; thence, due West, a distance of 40.00 feet to the Point of Beginning.

Parcel 13:

VENTNOR RECREATION AREA

A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel being specifically described as follows:

From the Southeast corner of Section 3, bear North 01 degrees 15 minutes 00 seconds West, along the East line of said Section 3, a distance of 2685.49 feet to the East one-quarter section corner; thence, North 01 degrees 12 minutes 32 seconds West, along said East section line, a distance of 100.15 feet; thence, due West, a distance of 2684.69 feet to the Point of Beginning. Thence, South 88 degrees 19 minutes 56 seconds West, a distance of 297.63 feet; thence, North 23 degrees 47 minutes 53 seconds West, a distance of 43.37 feet; thence, North 01 degrees 13 minutes 22 seconds West, a distance of 120.00 feet; thence, South 88 degrees 46 minutes 38 seconds West, a distance of 40.00 feet; thence, North 01 degrees 13 minutes 22 seconds West, a distance of 317.00 feet; thence, North 88 degrees 46 minutes 38 seconds East, a distance of 93.34 feet; thence South 01 degrees 00 minutes 00 seconds East, a distance of 182.58 feet; thence South 31 degrees 00 minutes 00 seconds East, a distance of 158.24 feet; thence South 51 degrees 00 minutes 00 seconds East, a distance of 239.73 feet to the Point of Beginning.

Parcel 14:

OAKRIDGE RECREATION AREA

A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southeast corner of said Section 3, bear North 01 degrees 15 minutes 00 seconds West, along the East line of said section, a distance of 1132.19 feet; thence, due West, a distance of 1792.51 feet to a point of the Southwesterly right of way line of Century Boulevard and the Point of Beginning; thence South 50 degrees 00 minutes 00 seconds West, a distance of 180.00 feet; thence North 40 degrees 00 minutes 00 seconds West, a distance of 86.11 feet; thence, due West, a distance of 119.61 feet to a point on the East line of the "Nature Preserve"; thence, due North, along said East line, a distance of 100.00 feet; thence, due East, a distance of 277.68 feet to a point on a curve concave to the Northeast, having a radius of 550.00 feet; a central angle of 06 degrees 23 minutes 36 seconds, a chord bearing of South 34 degrees 58 minutes 48 seconds East and a chord distance of 6.34 feet; said curve being on the Southwesterly right of way line of Century Boulevard; thence, Southeasterly, along the arc of said curve, a distance of 61.37 feet to the end of said curve and the Point of Beginning.

Parcel 15:

NEWPORT RECREATION AREA

A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel being specifically described as follows:

From the Southeast corner of said Section 3, bear North 01 degrees 15 minutes 00 seconds West, along the East line of said section, a distance of 288.42 feet; thence, due West, a distance of 2458.61 feet to the Point of Beginning; thence, South 82 degrees 48 minutes 15 seconds West, a distance of 203.11 feet; thence South 89 degrees 19 minutes 00 seconds West, a distance of 198.21 feet; thence, North 00 degrees 41 minutes 00 seconds West, a distance of 145.00 feet; thence, North 89 degrees 19 minutes 00 seconds East, a distance of 280.97 feet; thence, South 45 degrees 00 minutes 00 seconds East, a distance of 170.46 feet to the Point of Beginning.

DOCUMENT COVER PAGE

DOCUMENT TITLE:

CLERK'S CERTIFICATE

RE: HARWOOD "D" CONDOMINIUM

LEGAL DESCRIPTION:

Condominium Parcel No. 1035 of HARWOOD "D" CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 7718, at pages 309 through 414, inclusive, of the Public Records of Broward County, Florida.

NOTE: this instrument is recorded specifically to correct the legal description(s) set forth in the instruments recorded in Official Records Book 21986, at page 538; Official Records Book 21986, at page 541; Official Records Book 22023, at page 127; Official Records Book 25012, at page 844, and Official Records Book 25911, at page 438, which all state the wrong PAGE of the recording for the Declaration of Condominium of Harwood "D" Condominium.

RETURN RECORDED DOCUMENT TO:

→ ACCURATE TITLE AGENCY, INC.
P.O. Box 1071
Deerfield Beach, FL 33443-1071

File No.: 03-270

(2)

STATE OF FLORIDA
COUNTY OF BROWARD

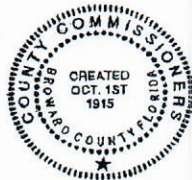
CLERK'S CERTIFICATE

The County Administrator in and for Broward County, Florida, does hereby certify that a search of our records reveals that there is only one Declaration of Condominium of record in Broward County entitled:

DECLARATION OF CONDOMINIUM OF
HARWOOD "D" CONDOMINIUM

and that said Declaration is recorded in O.R. Book 7718 Page 309 of the Public Records of Broward County, Florida.

Given under my hand and official seal October 31, 2003.



Roger Desjarlais, County Administrator

By Sandra Lee Truemper
Sandra Lee Truemper, Deputy Clerk

THIS INSTRUMENT PREPARED BY:
JOSEPH J. MARTIN
FLORIDA POWER & LIGHT COMPANY
P.O. BOX 8248, FORT LAUDERDALE, FL 33340-8248
SECTION 2 & 3, TOWNSHIP 48 SOUTH, RANGE 42 EAST
LINE 71 - GOOLSBY LOOP, PARCEL 14

RESERVED FOR COUNTY RECORDATION DEPARTMENT

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that HARWOOD "D" CONDOMINIUM ASSOCIATION, INC. of the County of Broward and State of Florida in consideration of the sum of One Dollar and No Cents (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby grant to the FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420, and to its successors and assigns (the term "assigns" meaning any person, firm or corporation owning by way of assignment all rights under the Agreement or a portion of such rights with the Grantee or its other assigns retaining and exercising the other rights), an easement forever for a right-of-way, 10 feet in width, to be used for the construction, operation and maintenance of one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, towers, cables, conduits, anchors, guys, roads, trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes and one or more pipelines, and appurtenant equipment for the transmission of substances of any kind (all of the foregoing hereinafter referred to as "facilities"), over, under, in, on, upon and across the lands of the Grantor situated in the County of Broward and the State of Florida and being more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, over or under the above-described right-of-way with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within said right-of-way and on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns over the adjoining lands of the Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

The Grantor, however, reserves the right and privilege to use the above-described right-of-way for agricultural and such other purposes except as herein granted or as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition; provided, however, and by the execution and delivery hereof Grantor so expressly agrees that no portion of the right-of-way shall be excavated, altered, obstructed, improved, surfaced or paved without the prior written permission of the Grantee, or its successors or assigns, and no building, well, irrigation system, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across said right-of-way by the Grantor, or the heirs, personal representatives, successors or assigns of Grantor.

By the execution hereof, Grantor covenants that it has the right to convey this easement and that the Grantee and its successors and assigns shall have quiet and peaceful possession, use and enjoyment of this easement and the rights granted hereby.

IN WITNESS WHEREOF, the Grantor has executed this Agreement this 19 day of September, 2002.

Signed, sealed and delivered
in the presence of:

Maria Towle

Signature: MARIA TOWLE
Print Name: MARIA TOWLE

Christine Zischelle

Signature: CHRISTINE ZISCHELLE
Print Name: CHRISTINE ZISCHELLE

HARWOOD "D" CONDOMINIUM
ASSOCIATION, INC.

By: Bonnie Lacava

Its: President

Print Name: BONNIE LACAVA

Attest: Beatrice Jacobs

Its: Treas

Print Name: Beatrice Jacobs

Address: 1038 Harwood D

OFFICIAL COPY

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

On this 19 day of September, 2002 before me, the undersigned
notary public, personally appeared BONNIE LACAVA
PRESIDENT (title) and BEATRICE JACOBS
TREASURER (title) of HARWOOD "D" CONDOMINIUM
FLORIDA corporation, personally known to me to be the persons who subscribed to the ASSN
foregoing instrument or who have produced N/A and NO
N/A, respectively as identification, and acknowledged that they executed
the same on behalf of said corporation and that they were duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Anita J. Cruz
NOTARY PUBLIC, STATE OF FLORIDA

Print name: ANITA J. CRUZ

Commission No.:
My Commission Expires:



Anita J. Cruz
Commission # CC 967078
Expires Sep. 19, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT "A"

LAND DESCRIPTION
FLORIDA POWER & LIGHT CO. EASEMENT
CENTURY VILLAGE EAST INC.-HARWOOD D CONDOMINIUM

A portion of HARWOOD "D", a Condominium, as described in Official Records Book 7718, Page 309, of the Public Records of Broward County, Florida lying in Sections 2 and 3, Township 48 South, Range 42 East, Broward County, Florida being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 3, Township 48 South, Range 42 East;

THENCE North $01^{\circ}15'01''$ West on the East line of said Section 3, a distance of 106.00 feet to the POINT OF BEGINNING and a point on the North Right-of-Way line of Southwest 10th Street as shown on Florida Department of Transportation Right-of-Way Map Section 86012-2501;

THENCE South $87^{\circ}53'19''$ West on said North Right-of Way line of Southwest 10th Street, a distance of 38.00 feet to a point on the West boundary line of said HARWOOD "D";

THENCE North $01^{\circ}15'00''$ West on said West boundary line, a distance of 10.00 feet;

THENCE North $87^{\circ}53'19''$ East on a line 10.00 feet North of and parallel with said North Right-of-Way line of Southwest 10th Street, a distance of 38.00 feet to a point on said East line of Section 3;

THENCE North $88^{\circ}22'07''$ East on a line 10.00 feet North of and parallel with said North Right-of-Way line of Southwest 10th Street, a distance of 520.22 feet to a point on the East boundary line of said HARWOOD "D";

THENCE due South on said East boundary line of HARWOOD "D", a distance of 10.00 feet to a point on said North Right-of Way line of Southwest 10th Street;

THENCE South $88^{\circ}22'07''$ West on said North Right-of Way line of Southwest 10th Street, a distance of 520.00 feet to the POINT OF BEGINNING.

Said lands lying in the City of Deerfield Beach, Broward County, Florida and containing 5,581 square feet (0.1281 acres) more or less.

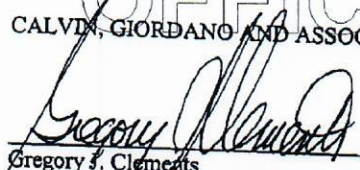
Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
July 23, 2002

P:\Projects\2001\012172 FPL Lakeview-Goolab #2 Route Survey\SURVEY\Legal Descriptions\HARWOOD_D-FPL Easement.doc
Sheet 1 of 3 Sheets

EXHIBIT "A" (Continued)

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
 2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
 3. Bearings shown hereon are based on the Florida Coordinate System, East Zone, Traverse Mercator Projection, NAD 83 with the 1990 adjustment with the South line of the Southeast one-quarter (1/4) of Section 3, Township 48 South, Range 42 East, Broward County, Florida having a bearing of North 87°53'19" East.
 4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.
- CALVIN, GIORDANO AND ASSOCIATES, INC.


Gregory J. Clements
Professional Surveyor and Mapper
Florida Registration Number LS 4479

Date: 7-23-02

Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
July 23, 2002

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Sheet 2 of 3 Sheets

90491688

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

HARWOOD D

CONDOMINIUM ASSOCIATION, INC.

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The Declaration of Condominium of the above-named Condominium Association, recorded in the Official Records Book 7718, Page 309 of the Public Records of Broward County, Florida and amended by certificate of amendment duly recorded in the Official Records Book 10230, Page 430 is now further amended as follows:

Article 1.1 shall read as follows:

PURPOSE. The purpose of this DECLARATION is to submit the lands and improvements herein described to condominium ownership and use thereof as housing for older persons as such term is defined in the Federal Fair Housing Amendments Act of 1988, ("Fair Housing Act") and the Broward County Human Rights Act, Chapter 83-380 as amended by Subsection 5, Section 3, Division 2, Article II of Chapter 89-537, Laws of Florida, and in the manner prescribed by the laws of the State of Florida.

Article 8.3 shall read as follows:

POWERS OF ASSOCIATION. In the administration of the CONDOMINIUM, the ASSOCIATION shall have, and is hereby granted, the authority, power, and duty to carry forth the aforesaid intent and to enforce the provisions of this DECLARATION; levy and collect assessments in the manner herein provided; and to adopt, promulgate and enforce such Rules and Regulations governing the use of UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS as the Board of Directors of the ASSOCIATION may deem to be in the best interest of the CONDOMINIUM. The ASSOCIATION shall have all the powers and duties set forth in the CONDOMINIUM ACT and the pertinent documents of the ASSOCIATION heretofore filed and/or recorded.

Article 9.1 shall read as follows:

RESIDENTIAL USE: Each UNIT is hereby restricted to residential use as a single-family residence by the owner or owners thereof, their immediate families, guests, and invitees. Permanent occupancy shall be by at least one person 55 years of age or older and shall be limited to no more than three persons per one-bedroom unit and no more than four persons per two-bedroom unit; provided, however, the Board of Directors shall have the specific responsibility and authority to adopt reasonable rules and regulations allowing exemptions hereto consistent with the purpose and intent of such Fair Housing Act and the limitations contained therein.

BK 984 PG 0555

The above amendments were duly adopted by the members of the subject Condominium Association in accordance with the requirements of the Declaration of Condominium and By-Laws of said Association, as heretofore amended, and appear upon the minutes of said Association and are unrevoked.

Executed at Deerfield Beach, Broward County, Florida, this 19th day of NOVEMBER, 1990.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

HARWOOD D CONDOMINIUM
ASSOCIATION, INC.

BY: [Signature]
[President]

ATTEST: [Signature]
[Secretary]

[ASSOCIATION'S]
[CORPORATE]
[SEAL]

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

The foregoing instrument was acknowledged before me this 19th day of NOVEMBER, 1990, by ALBERT KATZENSTEIN and SYLVIA PERIMAN respectively, as President and Secretary of HARWOOD D CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, and that they severally acknowledged executing same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

My Commission expires:

SAM GEVIRTZ
NOTARY PUBLIC STATE OF FLA. AT LARGE
MY COMMISSION EXP. JAN. 25, 1992

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

[SEAL]

BK 7984 PG 0556

90491689

AMENDMENTS TO ARTICLES OF INCORPORATION

of: HARWOOD D CONDOMINIUM ASSOCIATION, INC.,

whose Declaration of Condominium was heretofore duly filed in the office of the Clerk of Broward County on the 29 day of November, 1985, in Official Record Book No. 7718, Page Number(s) 309.

The Articles of Incorporation of the above-named Condominium Association, recorded in Official Records Book 10230, Page 430, of the Public Records of Broward County, Florida, and amended by Certificate of Amendment duly recorded in Official Records Book 7718, Page 309, shall be and hereby are further amended as follows:-

ARTICLE III SHALL READ AS FOLLOWS:

The purpose for which the ASSOCIATION is organized is to provide an entity pursuant to Chapter 711 (now Chapter 718 F.S.) Florida Statutes, hereinafter referred to as the "CONDOMINIUM ACT," to operate that certain CONDOMINIUMS as housing for older persons as such term is used and defined in the Federal Fair Housing Amendments Act of 1988 and the Broward County Human Rights Act, Chapter 83-380, as amended by Chapter 89-437, Laws of Florida, bearing the same name as the ASSOCIATION (hereinafter referred to as the "CONDOMINIUM"), at Century Village, Deerfield Beach, Florida, in accordance with the DECLARATION OF CONDOMINIUM (to which this CHARTER is attached as an EXHIBIT), this CHARTER, and the pertinent provisions of the BY-LAWS of the ASSOCIATION.

ARTICLE V 1. SHALL READ AS FOLLOWS:

The owners of UNITS in the CONDOMINIUM shall be members of the ASSOCIATION, shall be over eighteen (18) years of age and use such UNITS as their single-family residences for themselves, their immediate families (i.e., spouse, parents, children and grandchildren, guests, and invitees) in compliance with Article 9.1 of the DECLARATION OF CONDOMINIUM, as amended with permanent occupancy therein by at least one (1) person fifty-five (55) years of age or older, and no other person or persons shall be entitled to membership; provided, however, the Board of Directors shall have the specific responsibility and authority to adopt reasonable rules and regulations allowing exemptions hereto consistent with the purpose and intent of such Fair Housing Act and the limitations contained therein.

The above amendments were duly adopted by the members of the subject Condominium Association as provided by and in accordance with the requirements of the Declaration of Condominium and By-Laws of said Association, as amended, and appear upon

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