



WEIMER AND COMPANY  
INCORPORATED  
land surveyors • planners • engineers  
land development consultants

MEMBER • P. O. BOX 15786 • 2586 FOREST HILL BOULEVARD • WEST PALM BEACH, FLORIDA 33406 • PHONE 305 965-8900

ROLF ERNST WEIMER P.L.S.

May 24, 1974  
Century Village East, Inc.

LEGAL DESCRIPTION FOR  
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, bear North  $01^{\circ}-15'-00''$  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  $01^{\circ}-12'-39''$  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  $13^{\circ}-34'-08''$ , a chord bearing of North  $32^{\circ}-48'-24''$  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  $89^{\circ}-01'-04''$  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  $35^{\circ}-15'-00''$  West, a distance of 99.30 feet to the POINT OF BEGINNING.

Containing: 0.659 Acre



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ROLF ERNST WEIMER, P.L.S.

May 23, 1974  
Century Village East, Inc.

LEGAL DESCRIPTION FOR

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  $01^{\circ}-15'-00''$  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  $15^{\circ}-40'-00''$  West, a distance of 179.13 feet;  
Thence, South  $22^{\circ}-40'-00''$  East, a distance of 154.01 feet;  
Thence, South  $03^{\circ}-50'-26''$  West, a distance of 18.16 feet to a point on a curve concave to the North, having a radius of 470.00 feet, a central angle of  $54^{\circ}-46'-28''$ , a chord bearing of North  $58^{\circ}-46'-17''$  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  $86^{\circ}-50'-00''$  East, a distance of 238.97 feet;  
Thence, North  $15^{\circ}-40'-00''$  East, a distance of 150.00 feet;  
Thence, South  $74^{\circ}-20'-00''$  East, a distance of 84.00 feet to the POINT OF BEGINNING.

Containing: 1.342 Acres



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ROLF ERNST WEIMER, P.L.S.

November 6, 1973  
Century Village East, Inc.

LEGAL DESCRIPTION FOR 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°-15'-00" West, along the West line of said Section 2, a distance of 2685.49 feet to the West one-quarter corner; Thence, North 89°-40'-07" 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°-01'-04" West, a distance of 176.48 feet; Thence, North 60°-58'-56" West, a distance of 176.48 feet; Thence, due North, a distance of 130.85 feet to the POINT OF BEGINNING.

Containing: 1.209 Acres





**WEIMER AND COMPANY**  
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land development consultants

MEMBER • P. O. BOX 13786 • 2586 FOREST HILL BOULEVARD • WEST PALM BEACH, FLORIDA 33406 • PHONE 305 965-8900

ROLF SANST WEIMER, P.L.S.

May 20, 1974  
Century Village East, Inc.

LEGAL DESCRIPTION FOR  
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°-15'-00" 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°-00'-00" East, a distance of 287.00 feet;  
Thence, South 35°-00'-00" West, a distance of 123.13 feet;  
Thence, South 05°-00'-00" West, a distance of 215.20 feet;  
Thence, South 65°-00'-00" West, a distance of 51.11 feet to a point on the North right of way line of East Drive;  
Thence, North 16°-32'-00" 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°-55'-09", a chord bearing of North 34°-29'-35" 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°-27'-09" 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°-05'-03", a chord bearing of North 30°-54'-04" 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.

Containing: 1.587 Acres



THE AREAS OUTLINED ON THIS PLAN SHOW THE LEASED AREAS, (COMMITTED AND NOT COMMITTED) AND THEIR RELATIONSHIP TO EACH CONDOMINIUM (CONSTRICTED OR PLANNED). THE RECREATION AREAS ARE AS FOLLOWS:

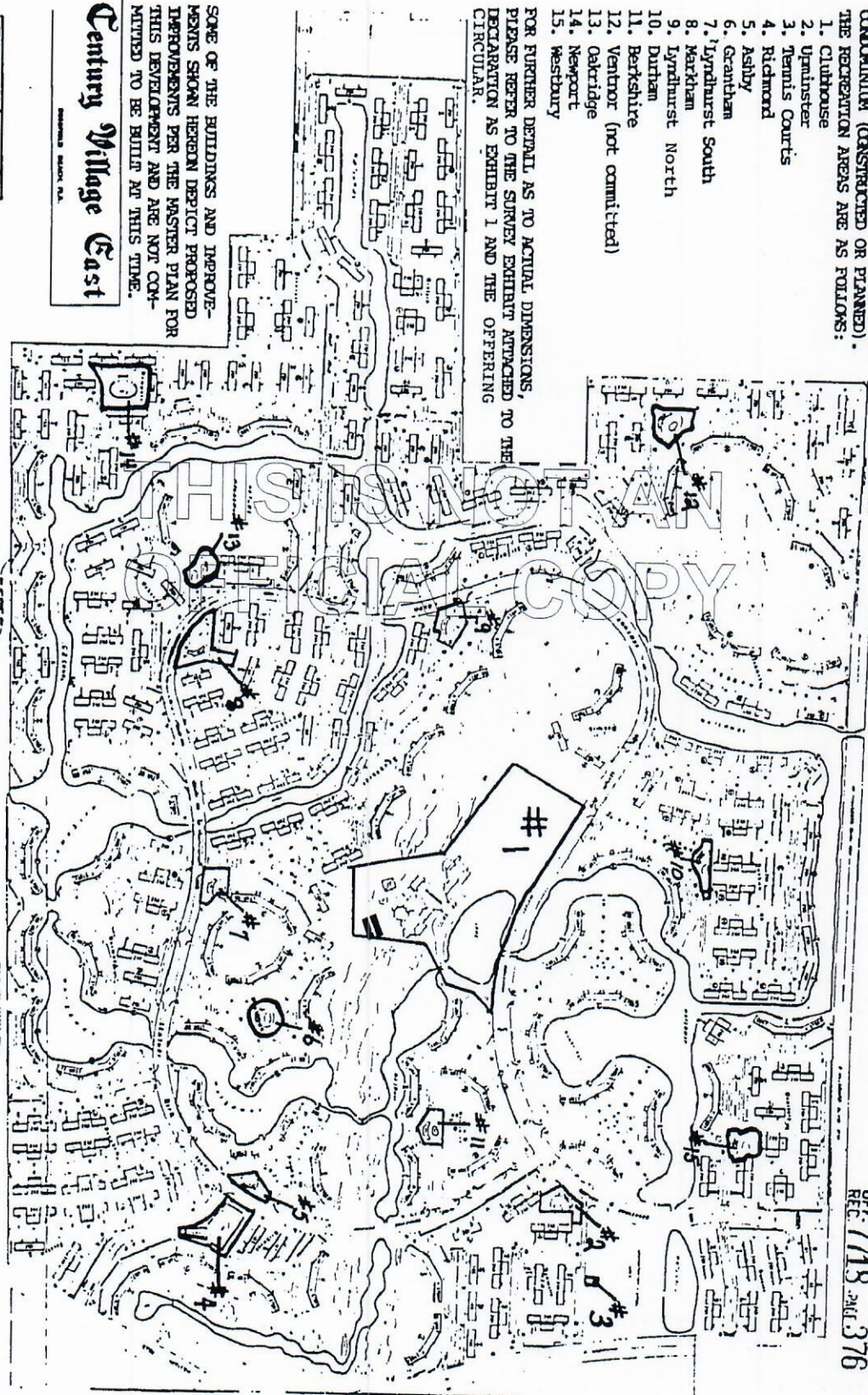
1. Clubhouse
2. Upholster
3. Tennis Courts
4. Richmond
5. Ashby
6. Grantham
7. Lyndhurst South
8. Markham
9. Lyndhurst North
10. Durham
11. Berkshire
12. Ventnor (not committed)
13. Oakridge
14. Newport
15. Westbury

FOR FURTHER DETAIL AS TO ACTUAL DIMENSIONS, PLEASE REFER TO THE SURVEY EXHIBIT ATTACHED TO THE DECLARATION AS EXHIBIT 1 AND THE OFFERING CIRCULAR.

SOME OF THE BUILDINGS AND IMPROVEMENTS SHOWN HEREON DEPICT PROPOSED IMPROVEMENTS PER THE MASTER PLAN FOR THIS DEVELOPMENT AND ARE NOT COMMITTED TO BE BUILT AT THIS TIME.

## Century Village East

RENDERED BY: M. J. R.



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ARTICLES OF INCORPORATION  
OF

HARWOOD "D" CONDOMINIUM  
ASSOCIATION, INC.

(A CORPORATION NOT FOR PROFIT)

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 shall be as indicated in the title of this instrument. This corporation shall hereinafter be referred to as the "ASSOCIATION".

II.

The purpose for which the ASSOCIATION is organized is to provide an entity pursuant to Chapter 711, Fla. Stat., hereinafter referred to as the "CONDOMINIUM ACT", to operate that certain CONDOMINIUM, 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 BY-LAWS of the ASSOCIATION.

III.

All definitions in the DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto shall prevail in this instrument when applicable.

IV.

The ASSOCIATION shall have the following powers:

1. The ASSOCIATION shall have all of the powers and privileges granted to corporations not for profit except where the same are in conflict with the DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto, including this CHARTER and the BY-LAWS of this ASSOCIATION.

2. The ASSOCIATION shall have all of the powers reasonably necessary to implement and effectuate the purposes of the ASSOCIATION, except as limited herein, as specified in the DECLARATION OF CONDOMINIUM, this CHARTER, the BY-LAWS of the ASSOCIATION, and F.S. 711.12 including, but not limited to:

(a) To make and establish Rules and Regulations governing the use of the CONDOMINIUM PROPERTY.

(b) To levy and collect assessments against members of the ASSOCIATION to defray the COMMON and LIMITED COMMON EXPENSES of the CONDOMINIUM as provided for in the DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto, including, but not limited to, the provision of insurance for the CONDOMINIUM PROPERTY and the ASSOCIATION, the acquiring, operating, leasing, managing and otherwise and dealing with property, whether real or personal (including UNITS in said CONDOMINIUM), which may be necessary or convenient for the operation and management of the CONDOMINIUM and to do all things necessary to accomplish the purposes set forth in said DECLARATION OF CONDOMINIUM.

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(c) To maintain, improve, repair, reconstruct, replace, operate and manage the CONDOMINIUM PROPERTY.

(d) To contract for the management of the CONDOMINIUM and to delegate in such contract all or any part of the powers and duties of the ASSOCIATION provided in this CHARTER, the DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto.

(e) To enforce the provisions of said DECLARATION OF CONDOMINIUM, these ARTICLES OF INCORPORATION, the BY-LAWS of the ASSOCIATION and the RULES AND REGULATIONS governing the use of said CONDOMINIUM.

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon the ASSOCIATION pursuant to the DECLARATION OF CONDOMINIUM.

(g) As provided in the DECLARATION OF CONDOMINIUM, to acquire and enter into agreements whereby the ASSOCIATION acquires leaseholds, (including a LONG-TERM LEASE on certain DEMISED PREMISES providing recreational benefits for LESSEES residing in this CONDOMINIUM, CENTURY VILLAGE, Deerfield Beach, Florida) membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the CONDOMINIUM intended to provide for the enjoyment, recreation or other use or benefit of the members, provided, that the same are located within that development known as CENTURY VILLAGE, Deerfield Beach, Florida.

(h) To approve or disapprove of the transfer, mortgage, ownership, leasing and occupants of CONDOMINIUM PARCELS.

The qualification of members, the manner of their admission, termination of such membership, and voting by members shall be as follows:

1. The owners of all UNITS in the CONDOMINIUM and the Subscribers to this Certificate of Incorporation shall be members of the ASSOCIATION, and no other persons or entities shall be entitled to membership, except as provided in Item 4 of this ARTICLE V. Membership of the subscribers shall terminate upon the SPONSOR being divested of all units in the condominium and control of the association is turned over to the members.

2. Subject to the provisions of the DECLARATION OF CONDOMINIUM and the BY-LAWS of this ASSOCIATION, membership shall be established by the acquisition of fee title to a UNIT in the CONDOMINIUM. The membership of any party shall be automatically terminated upon his being divested of title to all UNITS owned by such member in the CONDOMINIUM. Membership is non-transferable except as an appurtenance to a UNIT.

3. On all matters on which the membership shall be entitled to vote, each member shall have one vote for each UNIT in the CONDOMINIUM 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 DECLARATION, or in the BY-LAWS hereinafter adopted by the ASSOCIATION.

4. Until such time as the CONDOMINIUM PROPERTY which this ASSOCIATION is intended to operate is submitted to CONDOMINIUM ownership by the recordation of the DECLARATION OF CONDOMINIUM, the membership of the ASSOCIATION shall be comprised of the Subscribers to these ARTICLES, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

#### VI.

The ASSOCIATION shall have perpetual existence.

#### VII.

The principal office of the ASSOCIATION shall be located on the CONDOMINIUM PROPERTY, Deerfield Beach, Florida.\*

\* The registered office of the Association shall be located at the Administration Building, Century Village, Deerfield Beach, Florida, and the registered agent at such address shall be George Bergmann.

VIII.

The affairs of the ASSOCIATION will be managed by a Board of Directors consisting of three directors who need not be members of the ASSOCIATION.

Directors of the ASSOCIATION shall be elected in the manner provided by the BY-LAWS. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the BY-LAWS.

The Directors named in these ARTICLES shall serve until the first election of Directors, pursuant to the BY-LAWS and the CONDOMINIUM ACT and any vacancies in their number occurring before the first election shall be filled by the remaining Directors, or sponsor as the BY-LAWS provide.

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

GEORGE BERGMANN

340 Ocean Boulevard  
Golden Beach, Florida

NORMA V. CLARK

805 Bayberry Drive, Apt. 2  
Lake Park, Florida 33403

LOIS LANDINO

3005 N.W. 4th Avenue, Apt. 3  
Pompano Beach, Florida 33064

The board of directors shall have the power to adopt the budget of the ASSOCIATION.

The ASSOCIATION shall be managed by the following officers.

IX.

The officers of the ASSOCIATION shall be elected by the Board of Directors at the first annual meeting and annually thereafter of the members of the ASSOCIATION and shall serve at the pleasure of the Board of Directors. The names of the officers who shall serve until their successors are elected.

GEORGE BERGMANN

President

NORMA V. CLARK

Vice-President

LOIS LANDINO

Secretary and Treasurer.

X.

The Subscribers to these ARTICLES OF INCORPORATION are the persons herein named to act and serve as members of the first Board of Directors of the ASSOCIATION, the names of which Subscribers and their respective post office addresses are more particularly set forth in ARTICLE VIII above.

XI.

The original BY-LAWS of the ASSOCIATION shall be adopted by a majority vote of the Directors of the ASSOCIATION and thereafter, such BY-LAWS may be altered or rescinded in the same manner as these articles of incorporation as hereinafter specified.

XII.

The ASSOCIATION shall indemnify its officers and directors as provided in the BY-LAWS.

XIII.

Amendments to these ARTICLES OF INCORPORATION shall be proposed and adopted in the following manner:

1. PROPOSAL. Amendments to these ARTICLES may be proposed by the BOARD acting upon vote of the majority of the Directors or by members of the ASSOCIATION having a majority of the votes in the ASSOCIATION, whether meeting as members or by an instrument in writing signed by them.



2. CALL FOR MEETING. Upon any amendment or amendments to these ARTICLES being proposed by said BOARD or members, such proposed amendment or amendments shall be transmitted to the President of the ASSOCIATION, or other officer of the ASSOCIATION in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the BOARD and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt of such officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth.

3. VOTE NECESSARY; FILING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of sixty-six (66%) per cent of the entire membership of the BOARD and by an affirmative vote of the members having seventy-five (75%) per cent of the votes in the ASSOCIATION. Such amendment or amendments shall be filed within ten (10) days from said approval with the Office of the Secretary of State of Florida for approval, along with the appropriate filing fee.

Notwithstanding the foregoing provisions of this ARTICLE XIII, no amendment to these ARTICLES OF INCORPORATION may be adopted or become effective without the prior written consent of SPONSOR, and LESSOR under a LONG-TERM LEASE, if applicable. No amendment shall be made that is in conflict with the CONDOMINIUM ACTS, the DECLARATION OF CONDOMINIUM, MANAGEMENT AGREEMENT, MASTER MANAGEMENT AGREEMENT or LONG-TERM LEASE or which cause the association or its members to violate the same.

XIV.  
The share of a member in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his UNIT. The funds and assets of the ASSOCIATION shall belong solely to the ASSOCIATION, subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in the DECLARATION OF CONDOMINIUM, this CHARTER and in the BY-LAWS of the ASSOCIATION hereafter adopted.

XV.

The ASSOCIATION may enter into contracts or transact business with any firm, corporation, or other concern in which any or all officers, directors or members of the ASSOCIATION may have an interest of any nature whatsoever. No contract, including those entered or to be entered into with SPONSOR, LESSOR or MANAGEMENT FIRMS, shall be invalidated in whole or part by the ASSOCIATION, any subsequent officer, director and/or member(s) thereof on the grounds that the officers, directors and/or member(s) had an interest, whether adverse or not, in the party contracted with, regardless of the fact that the vote of the directors, officers or member(s) with an interest was necessary to obligate the ASSOCIATION.

At any meeting of the Directors of the ASSOCIATION which shall authorize or ratify any such contract or transaction, any interested director or directors may vote or act thereon, with like force and effect, as if he had not such interest (provided that in such case the nature of such interest [though not necessarily the extent or details thereof] shall be disclosed, or shall have been known to the directors or a majority thereof). A general notice that a director or officer is interested in any corporation or other concern of any kind above referred to shall be a sufficient disclosure thereof. No director shall be disqualified from holding office as director or officer of the ASSOCIATION by reason of any such adverse interests. No director, officer, or member having such adverse interest shall be liable to the ASSOCIATION or to any member or creditor thereof, or to any other person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such director, officer, member or entity in which said member is involved be accountable for any gains or profits realized thereon.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 15<sup>th</sup> day of December, 1976

George Bergmann (SEAL)  
GEORGE BERGMANN

Norma V. Clark (SEAL)  
NORMA V. CLARK

Lois Landino (SEAL)  
LOIS LANDINO

STATE OF FLORIDA  
COUNTY OF BROWARD

Before me, the undersigned authority, personally appeared GEORGE BERGMANN, NORMA V. CLARK AND LOIS LANDINO who, after being duly sworn, acknowledged that they executed the foregoing ARTICLES OF INCORPORATION for the purposes expressed in such ARTICLES, this 15<sup>th</sup> day of December, 1976.

(NOTARIAL SEAL)

Frank J. Chagnon  
Notary Public, State of Florida at Large  
My Commission Expires: March 1, 1978

Bureau of Administration, State of Florida, Tallahassee, Florida

I HEREBY ACCEPT MY DESIGNATION  
AS REGISTERED AGENT.

George Bergmann  
GEORGE BERGMANN

SWORN to and subscribed before  
me this 15<sup>th</sup> day of December,  
1976.

Frank J. Chagnon  
Notary Public, State of Florida  
at Large  
My Commission Expires: March 1, 1978

Bureau of Administration, State of Florida, Tallahassee, Florida



**BY-LAWS  
OF  
HARWOOD "D" CONDOMINIUM  
ASSOCIATION, INC.**

A Corporation Not for Profit Under  
the Laws of the State of Florida

**ARTICLE 1. GENERAL PROVISIONS.**

1.1 **IDENTITY — PURPOSE.** These are the BY-LAWS of that certain CONDOMINIUM ASSOCIATION, a Florida corporation not for profit (ASSOCIATION), whose name appears in the title of this Document. This ASSOCIATION has been organized for the purpose of administering the affairs of the CONDOMINIUM established pursuant to the DECLARATION thereof to which these BY-LAWS are attached as EXHIBIT 4.

1.2 **BY-LAWS SUBJECT TO OTHER DOCUMENTS.** The provisions of these BY-LAWS are applicable to said CONDOMINIUM and are expressly subject to the terms, provisions and conditions contained in the ARTICLES OF INCORPORATION of said ASSOCIATION, (referred to herein as the CHARTER), the DECLARATION OF CONDOMINIUM, (referred to herein as DECLARATION), the LONG-TERM LEASE and MANAGEMENT AGREEMENTS which will be recorded in the Public Records of Broward County, Florida, at the time said property is submitted to CONDOMINIUM ownership.

1.3 **APPLICABILITY.** All UNIT owners, tenants and occupants, their agents, servants, invitees, licensees and employees that use the CONDOMINIUM PROPERTY, or any part thereof, are subject to these BY-LAWS and the documents referred to in Paragraph 1.2 hereof.

1.4 **OFFICE.** The office of the ASSOCIATION shall be at the CONDOMINIUM PROPERTY or such other place designated by the Board of Directors of the ASSOCIATION.

1.5 **SEAL.** The seal of the ASSOCIATION shall bear the name of the ASSOCIATION, the word "FLORIDA", the words "CORPORATION NOT FOR PROFIT", and the year of incorporation.

1.6 **DEFINITIONS.** All definitions set forth in the DECLARATION and EXHIBITS attached thereto are hereby adopted by reference as though set forth herein verbatim.

**ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES.**

2.1 **QUALIFICATION OF MEMBERS, ETC.** The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the DECLARATION, CHARTER, and in these BY-LAWS.

2.2 **QUORUM.** Persons having fifty (50%) per cent plus one of the total votes of the ASSOCIATION shall constitute a quorum. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, within ten (10) days from the date thereof, shall constitute the presence of such person for the purpose of determining a quorum.

2.3 **CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT.** The vote of the owners of a UNIT owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate designating the "Voting Member". Such certificate will be signed by all of the owners of such UNIT, or the proper corporate officer, filed with the Secretary of the ASSOCIATION.

Prepared by:  
ROBERT LEE SHAPIRO  
LEVY, PLISCO, PERRY, SHAPIRO, KNEEN & KINGCADE, P.A.  
P.O. Box 1151  
Palm Beach, Fla. 33480

TION, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed the vote of such owners shall not be considered in determining a quorum or for any other purpose.

2.4 VOTING; PROXY. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting. Where a UNIT is owned by more than one person or a corporation or other entity the proxy must be signed by the "voting" member. No one person may be designated to hold more than five (5) proxies.

2.5 VOTING. In any meeting, each UNIT OWNER, subject to the provisions of Paragraph 2.3 hereof, shall be entitled to cast one vote. Each UNIT shall be entitled to one vote and the vote of such UNIT shall not be divisible.

2.6 MAJORITY. Except where otherwise required by the provisions of the CHARTER, these BY-LAWS, THE DECLARATION, or where the same may otherwise be required by law, the affirmative vote of the owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members.

#### ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP; PROVISIO.

3.1 ANNUAL MEETING. The annual members' meeting shall be held at least once each calendar year at the office of the ASSOCIATION, Deerfield Beach, Florida, or such other place designated by the Board, at the time designated on the notice thereof, for the purpose of electing directors and officers and transacting any other business authorized to be transacted by members.

3.2 SPECIAL MEETING. Special meetings shall be held when called by the President or Vice President or by a majority of the Board of Directors. Special meetings must be called by such officers upon receipt of a written request from members of the ASSOCIATION having a majority of the votes in the ASSOCIATION.

3.3 NOTICE OF MEETING; WAIVER. Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the ASSOCIATION, to each member, unless such notice is waived in writing. Such notice will be written and will state the time, place and object for which the meeting is called. Such notice shall be given or mailed to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, first class, postage prepaid, addressed to the member at his post office address as it appears on the records of the ASSOCIATION. Proof of such mailing shall be the Post Office certificate of mailing. Notice shall also be conspicuously posted on the condominium property.

3.4 NOTICE TO OTHERS. The LESSOR, (if any member of the ASSOCIATION is then bound by the LONG-TERM LEASE) SPONSOR and MANAGEMENT FIRMS shall be entitled to notice of all ASSOCIATION meetings, entitled to attend the ASSOCIATION meetings, and they may designate such persons as they desire to attend such meetings on their behalf.

3.5 BUDGETARY MEETINGS. Notice of budgetary meetings shall be governed by the provisions of F.S. 718.112.

3.6 ADJOURNED MEETINGS. If any members' meeting cannot be convened because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time, to a time certain until a quorum is present.

3.7 CONSENT. Whenever the vote of members at a meeting is required or permitted by these BY-LAWS, such meeting and vote may be dispensed with if 75% of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.



3.8 CHAIRMAN. At meetings of membership, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Board of Directors shall select a chairman.

3.9 ORDER OF BUSINESS. The order of business at Annual Members' Meetings, and, as far as practical, at any other members' meeting, shall be:

- a. Calling of the roll and certifying of proxies;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading of minutes;
- d. Reports of Officers;
- e. Reports of Committees;
- f. Appointment by Chairman of Inspectors of Election;
- g. Election of Directors; SUBJECT, HOWEVER, to all provisions of these BY-LAWS, the CHARTER and THE DECLARATION;
- h. Unfinished business;
- i. New business;
- j. Adjournment.

3.10 FIRST MEETINGS. The First Meeting of the ASSOCIATION shall be held pursuant to the provisions of F.S. 718.301.

#### ARTICLE 4. BOARD OF DIRECTORS.

4.1 MANAGEMENT OF ASSOCIATION. The affairs of the ASSOCIATION shall be managed by a BOARD OF DIRECTORS (hereinafter referred to as BOARD) consisting of three persons.

4.2 FIRST BOARD. The first BOARD shall consist of three persons, none of whom need be members of the ASSOCIATION. The first BOARD shall consist of persons designated by the SPONSOR and they shall serve until their successors are elected pursuant to F.S. 718.301

a. Until such time as the members of the ASSOCIATION shall be entitled to elect all of the Directors, the SPONSOR shall have the absolute right, at any time, in its sole discretion, to remove any non-association elected member or members of the BOARD and replace any such person or persons with another person or other persons to serve on said BOARD. Notice of such action shall be given to the ASSOCIATION.

b. The first Board of Directors of the ASSOCIATION shall consist of the following persons:

1. George Bergmann
2. Norma V. Clark
3. Lois Landino.

The members of the First Board shall all serve until owners other than SPONSOR own 15 percent or more of the UNITS at which time the members shall be entitled to elect one director. UNIT OWNERS other than SPONSOR shall be entitled to two directors 3 years after closing by SPONSOR of 50 per cent of the units or 3 months after 90 percent of the UNITS have been closed by SPONSOR, or when all the UNITS that will ultimately be operated by the ASSOCIATION have been completed, some of them sold and none of the others being offered for sale by SPONSOR in the ordinary course of business, or when the SPONSOR so elects, whichever occurs first.

4.3 ELECTION OF DIRECTORS. Election of Directors, other than the first BOARD, shall be conducted in accordance with F.S. 718.301 in the following manner:

a. A nominating committee of five (5) members shall be appointed by the then existing BOARD not less than thirty (30) days prior to the Annual Members' Meeting. The committee shall nominate one for each director then serving. Nominations may be made from the floor.

b. The election shall be by secret ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast. Each person voting shall be entitled to cast one vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

c. Except as to vacancies created by removal of directors by members, vacancies in the BOARD occurring between annual meetings of members shall be filled by the remaining directors.

4.4 ORGANIZATIONAL MEETING. The organizational meeting of a newly elected BOARD shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary, PROVIDED, a quorum shall be present.

4.5 REGULAR MEETINGS. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of the time and purpose of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived. Meetings shall be open to all unit owners.

4.6 SPECIAL MEETINGS. Special meetings of the BOARD may be called by the chairman or President. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

4.7 WAIVER. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.

4.8 NOTICE. The LESSOR (if any member of the ASSOCIATION is then bound by the LONG-TERM LEASE) SPONSOR, and the MANAGEMENT FIRMS shall be entitled to notice of all Board of Directors' meetings and shall be entitled to attend the Board meetings, and may designate such persons as it desires to attend such meetings on its behalf.

4.9 QUORUM. A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire BOARD. The acts of the BOARD approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the BOARD except as specifically otherwise provided for in the CHARTER, these BY-LAWS or THE DECLARATION. If any Directors' meeting cannot be convened because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, (wherever the latter percentage of attendance may be required as set forth in the CHARTER, these BY-LAWS, or THE DECLARATION) the Directors who are present may adjourn the meeting, from time to time, until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for all purposes including determining a quorum, provided that the same be accomplished within ten (10) days from the date of the meeting.

4.10 PRESIDING OFFICER. The presiding officer at Directors' Meetings shall be the Chairman of the Board, if such an officer has been elected; and if not, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

4.11 RESIGNATION. A Director may resign by giving written notice thereof to the Chairman. A Director shall be deemed to have resigned upon his termination of membership in the ASSOCIATION (excepting First Board) or upon his default for thirty (30) days of any of the provisions or covenants of THE DECLARATION and EXHIBITS attached thereto.

4.12 POWERS AND DUTIES. All of the powers and duties of the ASSOCIATION may be exercised by the BOARD in the Board's sole discretion provided, however, that in case of any action by the BOARD (after the first board), which would have a substantial and material effect (for example, can-



cellation of Managements Agreements, institution of litigation etc.) on the UNIT OWNERS, the same shall require majority approval of the UNIT OWNERS. Such powers shall include without limiting the generality of the foregoing, the following:

a. To make, levy and collect assessments against members and members' UNITS to defray the costs of the CONDOMINIUM, and to use the proceeds of said assessments in the exercise of the powers and duties granted to the ASSOCIATION, including the collecting and making payments due under the LONG-TERM LEASE, if applicable, and MANAGEMENT AGREEMENTS.

b. To adopt the budget of the ASSOCIATION upon majority vote of the directors, provided, however, that a revision of the budget or recall of directors pursuant to F.S. 718.112(2)(f) & (g) shall require an eighty five (85%) percent vote of the members of the ASSOCIATION. Provided, however, that the adoption of the budget at a Special Meeting, called pursuant to such statute, by the Unit Owners, if required, shall only require a simple majority vote. It is understood however that the failure of the Board or Unit Owners to adopt a budget shall not impair or affect the Unit Owners' obligations to pay their share of obligations of the ASSOCIATION or themselves, nor shall it affect the rights of third parties who are entitled funds therefor in view of the requirements set forth in F.S. 718.112(2)(h).

c. The maintenance, repair, replacement, operation, improvement, and management of the CONDOMINIUM wherever the same is required to be done and accomplished by the ASSOCIATION for the benefit of its members;

d. The reconstruction of improvements after casualty and the further improvement of the property, real and personal;

e. To make and amend rules and regulations and BY-LAWS governing the use of the property, real and personal, in the CONDOMINIUM, so long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the DECLARATION and EXHIBITS attached thereto.

f. To approve or disapprove owners and proposed purchasers or lessees of UNITS and to exercise or waive the ASSOCIATION's right to disapprove of the ownership, sale or leasing of any UNIT in the manner specified in the DECLARATION.

g. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including UNITS in the CONDOMINIUM, as may be necessary or convenient in the operation and management of the CONDOMINIUM and in accomplishing the purposes set forth in the DECLARATION.

h. To enter into and ratify a LONG-TERM LEASE to provide recreation areas and facilities for the use and enjoyment of the members of the ASSOCIATION, if applicable.

i. To contract for the management of the CONDOMINIUM property and to delegate to such contractor such powers and duties of the ASSOCIATION as the DIRECTORS deem fit. To lease or concession such portions thereof and to ratify and confirm any existing leases of any part of the CONDOMINIUM PROPERTY, subject to the provisions of the MANAGEMENT AGREEMENTS.

j. To enforce, by legal means, the provisions of the DECLARATION and any EXHIBITS attached thereto and the RULES AND REGULATIONS promulgated governing the use of the CONDOMINIUM PROPERTY.

k. To pay all taxes and assessments of any type which are liens against any part of the CONDOMINIUM PROPERTY, other than UNITS, and the appurtenances thereto and to assess the same against the members and their respective UNITS.



l. To carry insurance for the protection of the members and the ASSOCIATION against casualty and liability as required by the DECLARATION.

m. To pay all costs of power, water, sewer and other utility services rendered to the CONDOMINIUM which is not the specific responsibility of the owners of the separate UNITS.

n. To employ personnel, for reasonable compensation, to perform the services required for proper administration of the purposes of the ASSOCIATION, including accountants, attorneys, contractors and other professionals.

o. To enter any UNIT during reasonable hours as may be necessary in accordance with the provisions of F.S. 718.111(5) and to effectuate the purposes of the DECLARATION and all EXHIBITS attached thereto, including these BY-LAWS, and to assure the compliance with all the terms thereof. To that end, the ASSOCIATION shall retain a pass key to all UNITS.

4.13 MANAGEMENT AGREEMENT. The foregoing powers may, in addition to others, be delegated to the MANAGEMENT FIRM in accordance with the MANAGEMENT AGREEMENT attached to THE DECLARATION to which these BY-LAWS are attached.

4.14 AUTHORITY OF FIRST BOARD. The undertakings and contracts authorized by the first BOARD including the first budget shall be binding upon the ASSOCIATION in the same manner as though such undertakings and contracts had been authorized by a BOARD duly elected by the membership.

4.15 REMOVAL OF DIRECTORS. Except as elsewhere provided, at such time after the members of the ASSOCIATION are permitted to elect Directors, should the members at any duly convened regular or special meeting desire, they may remove any such Director that said members have elected, with or without cause, by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes present at any such meeting and a successor may immediately be elected to fill the vacancy thus created. Should the membership fail to elect a successor, the BOARD may fill the vacancy.

4.16 WAIVER OF MEETING. To the extent now, or from time to time hereafter, permitted by the Laws of Florida, the Directors may take any action which they might take at a meeting of Directors, without a meeting, PROVIDED, a record of any such action is signed by each Director. Such record will be retained in the ASSOCIATION's Minute Book and shall constitute action of the BOARD.

4.17 PROVISIO. Notwithstanding anything herein contained to the contrary, the Directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify or abridge the rights, privileges and immunities of the SPONSOR, LESSOR, or MANAGEMENT FIRMS as set forth in THE DECLARATION, the CHARTER, these BY-LAWS, the LONG-TERM LEASE, and the MANAGEMENT AGREEMENTS.

4.18 COMMITTEES. The Board may delegate portions of its responsibilities to committees established for that purpose.

4.19 ESTABLISHMENT OF FEES IN CONNECTION WITH TRANSFERS SUBJECT TO APPROVAL OF THE BOARD. The BOARD shall establish a fee to be charged by the ASSOCIATION, or its designee, to reimburse the ASSOCIATION, or its designee, for the expenses in connection with actions permitted to be taken pursuant to the provisions of Paragraph 12 of THE DECLARATION as allowed by the CONDOMINIUM ACT. Such fee if not paid shall be a common expense attributable to that UNIT.

4.20 MANNER OF COLLECTION OF COMMON EXPENSES. The provisions of paragraph 14 of the Declaration of Condominium setting forth the manner of Collection of Common Expenses and other charges are incorporated herein by reference.



ARTICLE 5. OFFICERS.

5.1 GENERALLY. The officers of the ASSOCIATION shall be a President, one or more Vice Presidents, a Treasurer, a Secretary and, if desired, one or more Assistant Secretaries, all of whom shall be elected by the BOARD of DIRECTORS at the first annual meeting and annually thereafter by the members of the ASSOCIATION. They may be preemptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be required to manage the affairs of the ASSOCIATION.

5.2 PRESIDENT. The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the members, from time to time, as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the ASSOCIATION. The President shall be a member of the Board.

5.3 VICE PRESIDENT. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors or President.

5.4 SECRETARY. The Secretary shall keep the minutes of all proceedings of the Directors and the members, attend to the giving and serving of all notices to the members and directors, have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly signed, keep the non-financial records of the ASSOCIATION, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or President. The Assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent.

5.5 TREASURER. The Treasurer shall have custody of all of the funds, securities and evidences of indebtedness of the ASSOCIATION. He shall keep the assessment rolls and accounts of the members and the books of the ASSOCIATION in accordance with good accounting practice and shall perform all other duties incident to the office of Treasurer.

The duties of the Treasurer, including the retention of any and all books of the ASSOCIATION, may be fulfilled by the MANAGEMENT FIRM as provided in a MANAGEMENT AGREEMENT executed by the ASSOCIATION.

5.6 FIRST OFFICERS. The first officers of the ASSOCIATION who shall serve until election of their successors, shall be those persons so named in the Charter.

ARTICLE 6. FISCAL MANAGEMENT; ASSESSMENTS; LIENS. The provisions for fiscal management of the ASSOCIATION set forth in the DECLARATION shall be supplemented by the following provisions:

6.1 MANNER AND NOTIFICATION. The Board of Directors shall, as required by F.S. 718 from time to time, fix and determine the sums necessary to pay all the COMMON and LIMITED COMMON EXPENSES of the CONDOMINIUM, including maintenance of proper reserves, pursuant to the provisions of THE DECLARATION, MANAGEMENT AGREEMENT, CHARTER and these BY-LAWS. All payments required by the aforementioned instruments are COMMON EXPENSES of this CONDOMINIUM. The same shall be assessed against the UNIT OWNERS as provided in THE DECLARATION and all the EXHIBITS attached thereto. These powers shall be subject to the provisions of the MANAGEMENT AGREEMENT and shall not be construed as usurping the power of the MANAGEMENT FIRM under the MANAGEMENT AGREEMENT to determine sums due under that instrument. Assessments for the first year (or pro rata portion thereof) of the operation of the CONDOMINIUM PROPERTY shall be as set forth in a projected budget established by the SPONSOR as the same may be amended from time to time. The ASSOCIATION shall also, if requested, collect master management fees, for the benefits of the MASTER MANAGEMENT FIRM.



6.2 PROPOSED BUDGET. A copy of the proposed annual budget shall be mailed to UNIT OWNERS not less than thirty (30) days prior to the meeting at which the budget will be considered together with a notice of the meeting.

6.3 DEPOSITORY; WITHDRAWALS. The depository of the ASSOCIATION shall be such bank or banks as shall be designated, from time to time, by the Directors and in which the monies of the ASSOCIATION shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors. Should the ASSOCIATION employ a MANAGEMENT FIRM or Managing Agent, and should in the course of such employment said MANAGEMENT FIRM or Managing Agent be charged with any responsibilities concerning control of any of the funds of the ASSOCIATION, then, and in such event, any Agreement with such MANAGEMENT FIRM or Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement. The provisions of the preceding sentence shall, where applicable, apply to the provisions of Paragraphs 6.3 and 6.4 hereof.

6.4 RECORDS. The ASSOCIATION shall maintain those records and make available written summaries thereof as required by F.S. 718.111(7) subject, however, to the provisions of the DECLARATION and MANAGEMENT AGREEMENT.

6.5 FIDELITY BONDS; PROVISIO. Fidelity bonds shall be obtained by the BOARD for the Treasurer, Assistant Treasurer, if any, and all officers and employees of the ASSOCIATION handling or responsible for ASSOCIATION's funds, and for any contractor handling or responsible for ASSOCIATION's funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the ASSOCIATION. The provisions hereof shall not apply until the election of the BOARD by the members.

6.6 FISCAL YEAR. The fiscal year of the ASSOCIATION shall begin on the first day of January of each year; PROVIDED, HOWEVER, that the BOARD is expressly authorized to adopt a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the BOARD deems advisable.

6.7 PAYMENTS OF ASSESSMENTS. Except as specified to the contrary, funds for the payment of COMMON EXPENSES shall be assessed against the UNIT OWNERS in the proportions or percentage provided in THE DECLARATION. Said assessments shall be payable monthly, in advance, without notice, and shall be due on the first day of each month, unless otherwise required by the BOARD. Until further notice, assessments shall be made to the order of "CEN-DEER MANAGEMENT, INC." and shall be payable at the office of the MANAGEMENT FIRM. Special assessments, should such be required by the BOARD, shall be levied in the same manner as hereinbefore provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the BOARD. FAILURE TO PAY ANY ASSESSMENT WITHIN TEN (10) DAYS FROM THE DATE DUE, SHALL ENTITLE THE ASSOCIATION TO LEVY A \$25.00 LATE CHARGE AGAINST THE DEFAULTING UNIT OWNER.

6.8 ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENTS. If a UNIT OWNER shall be in default in the payment of an installment upon any assessment the BOARD may accelerate the remaining monthly installments for, in its discretion, up to twelve (12) months. Upon notice thereof to the UNIT OWNER the accelerated assessment shall immediately become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice to the UNIT OWNER.

6.9 ACQUISITION OF UNITS. At any foreclosure sale of a UNIT the BOARD may acquire, in the name of the ASSOCIATION or its designee the UNIT being foreclosed. The term "foreclosure" as used in this Section, shall mean and include any foreclosure of any lien, including a lien for assessments. The power of the BOARD to acquire a UNIT at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the said BOARD or of the ASSOCIATION to do so at any foreclosure sale—the provisions hereof being permissive in nature and for the purpose of setting forth the power of the BOARD.



6.10 DEFAULT IN PAYMENT OF ANY ASSESSMENT: LIEN. In the event of a default by a UNIT OWNER in the payment of any assessment, the ASSOCIATION shall have all rights and remedies provided by law, including, but not limited to, those provided by the CONDOMINIUM ACT, and the liability of the owner of the CONDOMINIUM UNIT shall include liability for a reasonable attorneys' fee and for court costs incurred by the ASSOCIATION incident to the collection of such assessment or enforcement of its lien. If the ASSOCIATION elects to enforce its lien by foreclosure, the UNIT OWNER shall be required to pay a reasonable rental for the CONDOMINIUM UNIT pendente lite, to be fixed by the BOARD, and the ASSOCIATION shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

#### ARTICLE 7. COMPLIANCE.

7.1 VIOLATION BY MEMBER; REMEDIES. In the event of a violation (other than the non-payment of an assessment) by the UNIT OWNER of any of the provisions of the DECLARATION, these BY-LAWS, MANAGEMENT AGREEMENT, MASTER MANAGEMENT AGREEMENT, LONG-TERM LEASE, or RULES AND REGULATIONS adopted pursuant to any of same, the BOARD shall notify the UNIT OWNER by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of notice, the ASSOCIATION, through its BOARD, shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and the ASSOCIATION may then pursue any remedy available. No action taken shall be deemed an "election of remedies". Upon a finding by the Court that the violation complained of has occurred, the offending UNIT OWNER shall reimburse the ASSOCIATION for all costs and losses including reasonable attorneys' fees and costs incurred in bringing such action. Failure on the part of the ASSOCIATION to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a UNIT OWNER and sent to the BOARD, shall authorize any UNIT OWNER to bring an action in equity or suit at law, on account of the violation, in the manner provided for in the CONDOMINIUM ACT. Any violations which are deemed by the BOARD to be a hazard to public health or safety may be corrected immediately as an emergency matter by the ASSOCIATION and the cost thereof shall be charged to the UNIT OWNER as a specific item and shall be a lien against said UNIT with the same force and effect as if the charge was a part of the COMMON EXPENSES attributable to such UNIT OWNER. In the event of a non-continuing default making the notice period impractical, the BOARD may take such punitive action, including, but not limited to, the suspension of privileges for reasonable periods of time without a corresponding reduction in assessments.

7.2 LIABILITY OF UNIT OWNERS. ALL UNIT OWNERS shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any UNIT or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair or replacement required shall be charged to said UNIT OWNER as a specific item and shall be a lien against said UNIT with the same force and effect as if the charge was a part of the COMMON EXPENSES attributable to such owner's UNIT.

7.3 LIABILITY OF UNIT OWNERS TO MANAGEMENT FIRM. Paragraph 6.10 above shall include any assessment due by virtue of the MANAGEMENT AGREEMENT, and MANAGEMENT FIRM shall also have the right to bring such actions and the right to obtain such relief in its own name, including damages, attorneys' fees and costs, to enforce the provisions thereof.

7.4 GENERAL LIABILITY. LIABILITY of UNIT OWNERS shall be governed, in addition to the provisions hereof, by F.S. 718.119.

7.5 LIABILITY OF UNIT OWNERS TO LESSOR and MASTER MANAGEMENT FIRMS. The UNIT OWNERS who are bound by the MASTER MANAGEMENT AGREEMENT and/or LONG-TERM



LEASE shall be directly responsible for payments thereunder to the MASTER MANAGEMENT FIRM or LESSOR as applicable. However, in the event that the ASSOCIATION, on its own behalf or as a representative of the UNIT OWNERS, incurs liability to either THE LESSOR, MASTER MANAGEMENT FIRM, or SPONSOR the same shall be deemed the joint and several responsibilities of both the ASSOCIATION and the UNIT OWNERS, and said LESSOR, SPONSOR or MASTER MANAGEMENT FIRM may proceed to collect the same in its own name. This covenant is for the benefit of the SPONSOR, LESSOR, or MASTER MANAGEMENT FIRM and may not be modified except with the written consent of said SPONSOR, LESSOR or MASTER MANAGEMENT FIRM.

7.6 NO WAIVER. The failure of the ASSOCIATION or of a UNIT OWNER to enforce any right, provision, covenant or condition which may be granted by any of the provisions of THE DECLARATION shall not constitute a waiver of the right of the ASSOCIATION or UNIT OWNER to enforce such right, provision, covenant or condition in the future.

7.7 CORRESPONDING DEFAULT. A breach of these BY-LAWS shall be deemed, in the context required, a breach of the MANAGEMENT AGREEMENT. The MANAGEMENT FIRM shall have all powers of enforcement of the ASSOCIATION.

7.8 SURVIVING LIABILITY. Termination of membership in the ASSOCIATION shall not relieve said party from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the ASSOCIATION has, or may have had, against the terminating member.

7.9 EXCESS LIABILITY. The ASSOCIATION shall give notice to the UNIT OWNERS of excess liability as provided in F.S. 718.119(3).

#### ARTICLE 8. LIMITATION OF LIABILITY.

8.1 LIMITATION. Notwithstanding the duty of the ASSOCIATION or MANAGEMENT FIRM to maintain and repair the CONDOMINIUM PROPERTY, they shall not be liable for injury or damage caused by a latent condition in the property nor for injury or damage caused by the elements, or by other owners or persons.

ARTICLE 9. PARLIAMENTARY RULES. ROBERTS RULES OF ORDER (latest edition) shall govern the conduct of ASSOCIATION proceedings when not in conflict with THE DECLARATION, the CHARTER, these BY-LAWS, the LONG-TERM LEASE, if applicable, MANAGEMENT AGREEMENTS, or with the Statutes of the State of Florida.

ARTICLE 10. AMENDMENTS TO BY-LAWS, EXCEPT AS TO USE AND DECORUM. Amendments to these BY-LAWS, except amendments relating to the use and decorum of the CONDOMINIUM PROPERTY, as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

10.1 PROPOSAL. Amendments to these BY-LAWS may be proposed by the BOARD acting upon vote of the majority of the Directors or by members of the ASSOCIATION having a majority of the votes in the ASSOCIATION, whether meeting as members or by an instrument in writing signed by them.

10.2 CALL FOR MEETING. Upon any amendment or amendments to these BY-LAWS being proposed by said BOARD or members, such proposed amendment or amendments shall be transmitted to the President of the ASSOCIATION, or other officer of the ASSOCIATION in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the BOARD and the membership for a date not sooner than fourteen (14) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth. Notice shall be posted at a conspicuous location on the Condominium property.



10.3 VOTE NECESSARY; RECORDING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of 66% of the entire membership of the BOARD and by an affirmative vote of the members having 75% of the votes in the ASSOCIATION. Thereupon, such amendment or amendments to these BY-LAWS shall be transcribed, certified by the President or a Vice President and Secretary or Assistant Secretary of the ASSOCIATION, and a copy thereof shall be recorded in the Public Records of Broward County, Florida, within ten (10) days from the date on which any amendment has been affirmatively approved by the Directors and members.

10.4 PROVISIO. Notwithstanding the foregoing provisions of this ARTICLE 10, no amendment to these BY-LAWS which affects the SPONSOR, LESSOR or MANAGEMENT FIRMS may be adopted or become effective without the prior written consent of the affected SPONSOR, LESSOR, MANAGEMENT FIRM, and MASTER MANAGEMENT FIRM.

#### ARTICLE 11. BY-LAWS PERTAINING TO USE AND DECORUM.

11.1 DEFINITION. "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, noise, use of UNITS, use of COMMON ELEMENTS and LIMITED COMMON ELEMENTS.

11.2 SCOPE; REMEDY BY-LAWS FOR VIOLATION. These BY-LAWS are reasonably calculated to promote the welfare of the UNIT OWNERS. The violation of such BY-LAWS shall bar any UNIT OWNER or his family and invitees from the use of the COMMON ELEMENTS, as the BOARD may deem appropriate, and shall subject any person violating the same to any liability imposed by THE DECLARATION and these BY-LAWS.

11.3 AMENDMENTS. Amendments to BY-LAWS pertaining to use and decorum may be made in accordance with the provisions of ARTICLE 10, or said amendments to BY-LAWS pertaining to use and decorum may be made in the following manner: Such amendments may be proposed by the BOARD at any regular or special meeting of the BOARD and shall become effective when approved by an affirmative vote of the entire membership of the BOARD. Thereupon, such amendment or amendments shall be transcribed, certified by the President or a Vice President and Secretary or Assistant Secretary of the ASSOCIATION and shall become effective when recorded in the Public Records of Broward County, Florida. A copy thereof shall be furnished to the members within ten (10) days after such recording; PROVIDED, HOWEVER, that failure to furnish such copies of such amendments shall not affect the force and effect and validity thereof.

11.4 RULES AND REGULATIONS. The ASSOCIATION or MANAGEMENT FIRM may promulgate RULES AND REGULATIONS concerning the use of the CONDOMINIUM PROPERTY. Said additional RULES AND REGULATIONS shall have effect upon posting in a conspicuous place on the CONDOMINIUM PROPERTY and shall have the dignity of BY-LAWS.

#### ARTICLE 12. INITIAL RULES AND REGULATIONS

12.1 INITIAL BY-LAWS RELATING TO USE AND DECORUM. The BY-LAWS relating to use and decorum hereinafter enumerated shall be deemed in effect until amended and shall apply to, and be binding upon, all UNIT OWNERS. The UNIT OWNERS shall, at all times, obey the same and use their best efforts to see that the BY-LAWS and RULES AND REGULATIONS are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. Said BY-LAWS are as follows:

a. The sidewalk, entrances, passages, elevators (if applicable), vestibules, stairways, corridors, halls and all other COMMON ELEMENTS must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises. No carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature shall be stored therein. Children shall not play or loiter in halls, stairways, elevators, or other COMMON ELEMENTS.



b. The personal property of all UNIT OWNERS shall be stored within their CONDOMINIUM UNITS or the specific LIMITED COMMON ELEMENTS assigned to them for storage purposes, provided, however, that no UNIT OWNER may store any personal property on, or make any use of, the porch within the boundaries of his UNIT which is unsightly nor shall he make any use of the same which interferes with the comfort and convenience of other UNIT OWNERS.

c. No garbage cans, supplies, milk bottles, or other articles shall be placed in the halls, on the balconies, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or any other article, be shaken or hung from any of the windows, doors or balconies, or exposed to or on any part of the COMMON ELEMENTS or porches within any UNIT. Fire exits shall not be obstructed in any manner and the COMMON ELEMENTS shall be kept free and clear of rubbish, debris, and other unsightly material.

d. No UNIT OWNER shall allow anything whatsoever to fall from the window, balcony or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds.

e. Refuse and garbage shall be deposited only in the area provided therefor.

f. Employees of the ASSOCIATION shall not be sent out of the building by any UNIT OWNER except in the UNIT OWNER's capacity as an officer or director, at any time, for any purpose. No UNIT OWNER or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the ASSOCIATION.

g. Servants and domestic help of the UNIT OWNERS may not gather or lounge in the public areas of the building or grounds.

h. The parking facilities shall be used in accordance with the regulations adopted by the BOARD. No vehicle which cannot operate on its own power shall remain on the CONDOMINIUM premises for more than twelve hours, and no repair, except emergency repair, of vehicles shall be made on the CONDOMINIUM PROPERTY. No commercial vehicle owned or driven by a CONDOMINIUM OWNER shall be parked on the CONDOMINIUM PROPERTY. No boat trailer, camper or like vehicle shall be left or stored on the CONDOMINIUM PROPERTY and no UNIT OWNER's boat may be used, stored or left on the lakes, canals and drainage systems within CENTURY VILLAGE, Deerfield Beach, Florida. Bicycles shall be parked in the areas, if any, provided for that purpose.

i. No UNIT OWNER shall make or permit any disturbing noises in the building by any person, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other UNIT OWNERS. No UNIT OWNER shall play upon or suffer to be played upon, any musical instrument, or operate or suffer to be operated, a phonograph, televisions, radios or sound amplifier, in his UNIT, in such manner as to disturb or annoy other occupants of the CONDOMINIUM.

j. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on, or upon any part of the CONDOMINIUM UNIT that is visible from outside the UNIT or CONDOMINIUM PROPERTY.

k. No awning, enclosure, canopy, shutter, or like item, except removable hurricane shutters, shall be attached to, or placed upon, the porch within any unit, outside walls or roof of the building except as provided in the DECLARATION.

l. The ASSOCIATION shall retain a pass key to all UNITS. No UNIT OWNER or occupant shall alter any lock or install a new lock without the written consent of the BOARD. Where such consent is given the UNIT OWNER shall provide the ASSOCIATION with an additional key for use of ASSOCIATION pursuant to its right of access to the UNIT.



m. No cooking shall be permitted on any porch or terrace or COMMON ELEMENT nor shall any goods or beverage be consumed outside of a UNIT except in areas designated for that purpose by the BOARD.

n. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any UNIT except those required for normal household use.

o. Each UNIT OWNER who plans to be absent from his UNIT during the hurricane season must prepare his UNIT prior to his departure by (1) removing all furniture, plants and other objects from his terrace or porch prior to his departure; and (2) designating a responsible firm or individual to care for his UNIT, should the UNIT suffer hurricane damage, and furnishing the BOARD with the name of said firm or individual. Such firm or individual shall contact the BOARD for clearance to install or remove hurricane shutters.

p. No UNIT OWNER shall keep or harbor any walking pet or animal on the CONDOMINIUM PROPERTY or within the confines of his unit. No other pets may be kept without the written consent of the BOARD. Such consent may be given upon such conditions as the BOARD may prescribe and shall be deemed provisional and subject to revocation at any time. No animal or pet shall be maintained or harbored within a UNIT that would create a nuisance to any other UNIT OWNER. A determination by the BOARD that an animal or pet maintained or harbored in a UNIT creates a nuisance shall be conclusive and binding upon all parties.

q. No UNIT may be occupied by any person under eighteen (18) years of age, except that any relative of a UNIT OWNER under 18 may be permitted to visit for reasonable periods not to exceed two (2) consecutive weeks or thirty (30) days in any calendar year. However, any such visitor under the age of 18 may only use the DEMISED PREMISES pursuant and subject to such RULES AND REGULATIONS concerning such use that are established by the LESSOR.

r. No UNIT may be used for any commercial or business purpose. No UNIT OWNER may actively engage in any solicitations for commercial purposes within CENTURY VILLAGE, Deerfield Beach, Florida, nor shall any solicitor of a commercial nature be allowed on the CONDOMINIUM PROPERTY without the prior written consent of the BOARD.

s. No radio or television installation or modification or other wiring shall be accomplished by a UNIT OWNER without written permission of the BOARD. No antenna may be placed on the exterior of the CONDOMINIUM PROPERTY.

t. Each UNIT OWNER shall park his automobile in his assigned space. All parking spaces not assigned shall be used by guests of the UNIT OWNERS only except such spaces as may be designated for the temporary parking of delivery vehicles.

u. Complaints concerning the use of the CONDOMINIUM PROPERTY and/or service to the same shall be made in writing, signed by the complaining party and delivered to the MANAGEMENT FIRM and BOARD, who, if necessary, will forward the same to the appropriate party.

v. Until further notice, all payments of assessments, monthly or otherwise, shall be made at the office of the MANAGEMENT FIRM as designated in the MANAGEMENT AGREEMENT. Checks should be made payable to: CEN-DEER MANAGEMENT, INC. Payments shall be made on the first day of each month, without notice, and if more than ten (10) days late, they shall be subject to late charges as provided in THE DECLARATION and BY-LAWS.

12.2 APPLICABILITY. The provisions of subparagraphs (b), (f), (h), (j), (l), (o), (r), (s), (t), and (u) hereof shall not be applicable to the SPONSOR, LESSOR, MANAGEMENT FIRMS or to any UNIT owned by the same.

#### ARTICLE 13. INDEMNIFICATION.

13.1 OFFICERS and DIRECTORS. The ASSOCIATION shall and does hereby indemnify and hold harmless every Director and every officer, his heirs, executors and administrators, against all loss,



cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the ASSOCIATION, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or officer may be entitled.

13.2 INSURANCE. The ASSOCIATION shall, at the ASSOCIATION's expense, purchase Director's liability insurance and shall cause the Directors, from time to time serving, to be named insureds.

#### ARTICLE 14. UNIT OWNERS RESPONSIBILITY CONCERNING LIENS AND TAXES.

14.1 LIENS AND TAXES. All liens against a CONDOMINIUM UNIT, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within ten (10) days of the date the lien attaches. All taxes and special assessments upon a CONDOMINIUM UNIT shall be paid at least thirty (30) days before becoming delinquent or as provided in THE DECLARATION, or these BY-LAWS, whichever is sooner.

14.2 NOTICE TO ASSOCIATION. A UNIT OWNER shall give notice to the ASSOCIATION and MANAGEMENT FIRM of every lien upon his UNIT, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

#### ARTICLE 15. COVENANT OF CO-OPERATION.

15.1 MANAGEMENT FIRMS. The ASSOCIATION hereby covenants to do all things necessary to effectuate the purposes of the MANAGEMENT AGREEMENT and MASTER MANAGEMENT AGREEMENT including, but not limited to, the giving of permission to employees of said MANAGEMENT FIRMS to enter the CONDOMINIUM PROPERTY, the granting of all necessary easements for installation and maintenance of those items and equipment necessary for compliance with the MANAGEMENT AGREEMENTS, the giving of assistance necessary in the collection of fees and assessments, and obtaining of ratification of those AGREEMENTS by subsequent purchasers, etc.

15.2 LESSOR. The ASSOCIATION hereby covenants to do all things necessary, as requested by the LESSOR, to effectuate the purposes of the LONG-TERM LEASE, including, but not limited to, the collection of rent, the enforcement of the RULES AND REGULATIONS for the DEMISED PREMISES, the granting of easements to provide services to the DEMISED PREMISES and obtaining the assumption of the obligations thereunder by subsequent UNIT OWNERS, etc.

16. CONFLICT. In the event of any conflict between the BY-LAWS contained herein, or from time to time amended or adopted, and the DECLARATION OF CONDOMINIUM, the MANAGEMENT AGREEMENTS, or the LONG-TERM LEASE; the DECLARATION, MANAGEMENT AGREEMENTS, and the LONG-TERM LEASE shall prevail.

The foregoing were adopted as the BY-LAWS of HARWOOD "D"  
CONDOMINIUM ASSOCIATION, INC., a Corporation not for  
profit established under the Laws of the State of Florida at the first meeting of the Board of Directors  
on the 23<sup>rd</sup> day of December 1976.

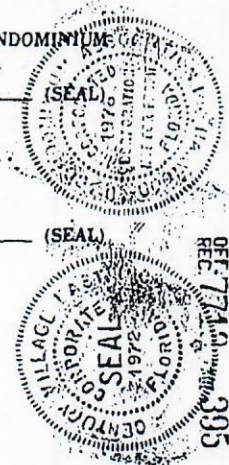
ATTEST:

Lisa Landino (SEAL) ✓ By  
Secretary

HARWOOD "D" CONDOMINIUM  
ASSOCIATION, INC. (SEAL)  
President

APPROVED:  
CENTURY VILLAGE EAST, INC.

✓ By (SEAL)  
President



REC-7740-395



CERTIFICATE OF APPROVAL  
OF

\_\_\_\_\_ CONDOMINIUM ASSOCIATION, INC.

THIS IS TO CERTIFY that \_\_\_\_\_  
has been approved by \_\_\_\_\_ CONDOMINIUM  
ASSOCIATION INC., as the \_\_\_\_\_ purchaser or \_\_\_\_\_ transferee (check the appropriate space) of the  
following described real property in Broward County, Florida.

Condominium Parcel No. \_\_\_\_\_ a Condominium according to the Declara-  
tion thereof recorded in Official Record Book \_\_\_\_\_ at Page \_\_\_\_\_ through \_\_\_\_\_, inclusive,  
of the Public Records of Broward County, Florida.

Such approval has been given pursuant to the provisions of the aforesaid Declaration of Condo-  
minium and constitutes a waiver of the Association's right of first refusal as specified in the Declaration  
and is conditioned upon the Deed of conveyance containing in unqualified language, the following:

1. "SUBJECT TO: The Long-Term Lease recorded in Official Record Book \_\_\_\_\_ at Page \_\_\_\_\_,  
Public Records of Broward County, Florida, and the memorandum thereof recorded in Official  
Records Book \_\_\_\_\_ at Page \_\_\_\_\_, Public Records of Broward County, Florida, which  
Long-Term Lease the Grantees (Transferees) herein assume, (if applicable) and Amendments  
thereto, if any."
2. "SUBJECT TO: The Management Agreement recorded in Official Record Book \_\_\_\_\_ at  
Page \_\_\_\_\_, Public Records of Broward County, Florida, to which the Grantees (Trans-  
ferees) herein agree to be bound."
3. "SUBJECT TO: The Master Management Agreement recorded in Official Record Book \_\_\_\_\_  
at Page \_\_\_\_\_, Public Records of Broward County, Florida, and memorandum thereof, re-  
corded in or Official Record Book \_\_\_\_\_ at page \_\_\_\_\_, Public Records of Broward  
County, Fla. to which the Grantees (Transferees) herein agree to be bound."
4. "SUBJECT TO: The Declaration of Condominium heretofore described and all the terms and  
conditions thereof to which the Grantees herein (Transferees) agree to be bound and Amend-  
ments thereto, if any."
5. "SUBJECT TO: The Membership of Grantor in the Cenclub Homeowners Association, Inc.  
The obligation of which the Grantees herein (Transferee) hereby agree to assume and be bound  
hereby (if applicable)."

Should such language be not contained in such Deed, then this approval shall be automatically and  
retroactively null and void. A photocopy of the recorded Deed shall be furnished the Condominium  
Association within twenty (20) days from the date of Closing.

In the event a previously unapproved party is assuming possession of the premises, then this certifi-  
cate shall be recorded without an instrument of conveyance and shall be deemed, pursuant to said party's  
application for approval, binding as if it had been recorded with an instrument of conveyance.

In the event that any of the aforementioned Items #1, 2, 3 and 4 are not in effect as of the date  
hereof and such fact is evidenced by a Certificate to that effect recorded in the Public Records of  
Broward County then the requirements of this approval shall be modified accordingly.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Signed, Sealed and Delivered  
in the presence of:

\_\_\_\_\_ CONDOMINIUM  
ASSOCIATION, INC.

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF FLORIDA     )  
                              )  
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_  
and \_\_\_\_\_ to me well known to be the persons described in and who  
executed the foregoing instrument as \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of  
\_\_\_\_\_ Condominium Association, and they severally acknowledged  
before me that they executed such instrument as such officers of said Association, and that said instru-  
ment is the free act and deed of said Association and was executed for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC  
State of Florida at Large

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## MANAGEMENT AGREEMENT

OF

HARWOOD "D" CONDOMINIUM

## ASSOCIATION, INC.

THIS AGREEMENT, made and entered into at Broward County, Florida, on the date last appearing in the body of this instrument, by and between CEN-DEER MANAGEMENT, INC., a Florida corporation, hereinafter called the "MANAGEMENT FIRM", and the CONDOMINIUM ASSOCIATION hereinabove named, a non-profit Florida corporation, hereinafter called the "ASSOCIATION" and the legal representatives, successors and assigns of the parties hereto:

### WITNESSETH:

WHEREAS, the ASSOCIATION is the entity responsible for the operation of that certain CONDOMINIUM (hereinafter referred to as the CONDOMINIUM) established by the DECLARATION OF CONDOMINIUM to which this MANAGEMENT AGREEMENT is attached as EXHIBIT 5; and

WHEREAS, said ASSOCIATION is desirous of entering into a MANAGEMENT AGREEMENT for the management of the CONDOMINIUM; and

WHEREAS, the MANAGEMENT FIRM is in the business of providing management, supervision and services for the operation, conduct, and management of condominium buildings generally, and is desirous of furnishing such management to the CONDOMINIUM.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and ONE (\$1.00) DOLLAR and other good and valuable consideration by each of the parties unto the other in hand paid simultaneously with the execution and delivery of these presents, the receipt whereof is hereby acknowledged, it is agreed by and between the parties, as follows:

#### 1. DEFINITIONS.

1.1 The definitions of the words, terms, phrases, etc., as defined in the DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto are incorporated herein by reference and made a part hereof, and, unless the context otherwise requires, said definitions shall prevail.

1.2 Reference to the ASSOCIATION in this AGREEMENT shall also refer to all the members of such ASSOCIATION unless the context otherwise requires.

2. The ASSOCIATION does hereby employ the MANAGEMENT FIRM as the exclusive Manager of the CONDOMINIUM PROPERTY and the MANAGEMENT FIRM hereby accepts such employment.

3. The term of this Agreement shall commence as of the date hereof and have effect for a period of five (5) years from the date of execution hereof (hereinafter referred to as "initial term"). The ASSOCIATION shall have the right to terminate this Agreement pursuant to F.S. 718.302. The MANAGEMENT FIRM covenants that it will not, during the initial term of this Agreement, voluntarily terminate this Agreement, PROVIDED, HOWEVER, that in the event twenty-five (25%) per cent of the CONDOMINIUM ASSOCIATIONS then located at CENTURY VILLAGE, Deerfield Beach, Florida, terminate similar MANAGEMENT AGREEMENTS with the MANAGEMENT FIRM, then the

Prepared by:  
ROBERT LEE SHAPIRO  
LEVY, FLISCO, PERRY, SHAPIRO, KNEEN & KINGCADE, P.A.  
P.O. Box 1161  
Palm Beach, Fla. 33480

MANAGEMENT FIRM shall have the unequivocal right to, at any time thereafter, cancel this Agreement upon sixty (60) days written notice to the ASSOCIATION. Provided, however, if the ASSOCIATION cancels, pursuant to F.S. 718.302, any portion of this agreement or a court declares any portion hereof, which in the sole discretion of the Management Firm makes the performance of the balance hereof impractical, then the Management Firm may cancel this agreement upon 15 days notice to the ASSOCIATION and it shall be, for the purposes of this agreement that the cancellation was made by the ASSOCIATION.

4. Unless sooner terminated, this Agreement shall, thereafter, automatically renew itself for ten (10) year periods unless either party hereto shall give the other written notice of non-renewal three (3) months prior to the date of renewal. Provided, however, such renewal shall be at the rate of remuneration to the MANAGEMENT FIRM as hereinafter provided rather than at the rate provided for during the initial term of this Agreement. The ASSOCIATION shall not give notice of non-renewal unless the percentage of members voting for non-renewal shall be at least equal to that required by F.S. 718.302 for termination. The MANAGEMENT FIRM shall have the right, after the initial term has expired, to unilaterally cancel this Agreement upon sixty (60) days written notice to the ASSOCIATION.

4.1 Termination of the CONDOMINIUM and/or the dissolution or other infirmity of the ASSOCIATION shall not terminate this Agreement but shall operate to make each UNIT OWNER and/or property owner of the former CONDOMINIUM PROPERTY a signatory in place of the ASSOCIATION and liable for his proportionate share of expenses and fees hereunder.

5. The ASSOCIATION hereby delegates to the MANAGEMENT FIRM, to the exclusion of all persons including the ASSOCIATION and its members, all the powers and duties of the ASSOCIATION as set forth in the DECLARATION and EXHIBITS attached thereto and the MANAGEMENT FIRM shall, among other things, perform the following services:

5.1 To cause to be hired, paid and supervised, all persons necessary to be employed in order to properly maintain and operate the CONDOMINIUM. Those so hired shall be the employees of the MANAGEMENT FIRM. The MANAGEMENT FIRM, in its absolute discretion, shall determine and cause to be discharged any person so hired.

5.2 To maintain and repair the CONDOMINIUM PROPERTY and the COMMON ELEMENTS of said CONDOMINIUM to the same extent that the ASSOCIATION is required to maintain and repair same as provided in the DECLARATION OF CONDOMINIUM. For any one item of repair, replacement or refurbishing as to the CONDOMINIUM the expense incurred as to the CONDOMINIUM as a whole shall not exceed the sum of Forty Thousand (\$40,000.00) Dollars unless specifically authorized by the Board of Directors of the ASSOCIATION. However, in the case of an emergency the MANAGEMENT FIRM is authorized to expend any sum necessary to protect and preserve the property.

5.3 To take such action as may be necessary to comply or cause all persons using the CONDOMINIUM to comply with all laws, statutes, ordinances, rules of all appropriate governmental authorities, and the rules and regulations of the National Board of Fire Underwriters, or its successor.

5.4 To take such action as may be necessary to comply or cause all persons using the CONDOMINIUM PROPERTY to comply with all RULES AND REGULATIONS and the provisions of the DECLARATION OF CONDOMINIUM and all the EXHIBITS attached thereto governing the CONDOMINIUM PROPERTY.

5.5 To enter into contracts for vermin extermination and other services and to purchase all tools, equipment, and supplies which shall be necessary to properly maintain and operate the CONDOMINIUM. All such contracts and purchases may be made in either the ASSOCIATION's or MANAGEMENT FIRM's name as the MANAGEMENT FIRM shall elect.



5.6 To cause to be placed or kept in force all insurance required by or permitted in the DECLARATION to the same extent that the ASSOCIATION is so required or permitted; to act as Agent for the ASSOCIATION, each UNIT OWNER, 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, subject to the provisions of the DECLARATION.

5.7 To maintain the ASSOCIATION's financial record books, accounts and other records as provided by the ASSOCIATION's BY-LAWS and pursuant to Florida Statute, Chapter 718, 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 the MANAGEMENT FIRM and shall be available for inspection pursuant to F.S. 718.111(7). To the extent permitted by law, the parties agree it is reasonable that such inspection be made by an expert employed by, and at the cost and expense of the ASSOCIATION, at such reasonable time as the MANAGEMENT FIRM shall agree; provided, however, that any such inspection cannot be made more than once in any calendar year. Such expert may also conduct an external audit, provided the cost for same is paid by the ASSOCIATION, and further provided that said independent auditor is acceptable to the MANAGEMENT FIRM. As standard procedure, the MANAGEMENT FIRM shall render to the ASSOCIATION such statements as it deems advisable, if any, for each calendar year not later than April 1st of the following year. The MANAGEMENT FIRM shall perform a continuous internal audit of the ASSOCIATION'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.

5.8 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 as MANAGEMENT FIRM and the disbursement thereof. Such records shall be kept at the office of the MANAGEMENT FIRM and shall be available for inspection in accordance with the provisions of Paragraph 5.7 hereof.

5.9 In the event that the MANAGEMENT FIRM, in accordance with its best estimate or past experience, determines that in accordance with the terms hereof the assessments for COMMON EXPENSES to be collected from the UNIT OWNERS will vary from those previously collected, the MANAGEMENT FIRM will notify the UNIT OWNERS 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.

5.10 To deposit all funds collected from all sources in a special bank account or accounts of the MANAGEMENT FIRM 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 the MANAGEMENT FIRM from assessments may be co-mingled in a single fund or divided into more than one fund, as determined by the MANAGEMENT FIRM. All assessment payments by a UNIT OWNER shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, rent under the LONG-TERM LEASE (as provided herein and in the DECLARATION OF CONDOMINIUM) and general or special assessments, in such manner and amounts as the MANAGEMENT FIRM determines, in its sole discretion. The MANAGEMENT FIRM may co-mingle the ASSOCIATION's fund with the funds of other entities in CENTURY VILLAGE for whom it is acting as Manager.

5.11 To supervise, operate, control, and manage the CONDOMINIUM PROPERTY and to promulgate, adopt and amend RULES AND REGULATIONS as it deems advisable, in its sole discretion, for the use and occupancy of the CONDOMINIUM's COMMON ELEMENTS, LIMITED COMMON ELEMENTS and UNITS, subject to the terms of the BY-LAWS and DECLARATION pertaining to use and decorum.

5.12 To undertake investigations of prospective purchasers or lessees and others of CONDOMINIUM PARCELS, whether initial purchasers or otherwise, in accordance with the provisions of the DECLARATION and BY-LAWS, provided, however, that the actual approval or disapproval of the same shall be given and executed by the proper officer of the ASSOCIATION. The MANAGEMENT FIRM shall charge a reasonable fee for the investigation in addition to its remuneration hereunder.



5.13 To approve, on behalf of the ASSOCIATION, the form and content of mortgages desired to be placed on the UNITS.

5.14 In the event of a violation (other than non-payment of an assessment) by the UNIT OWNER of any of the provisions of the DECLARATION, BY-LAWS or RULES AND REGULATIONS adopted pursuant thereto, the MANAGEMENT FIRM shall have all the rights and powers of the ASSOCIATION specified in the DECLARATION and BY-LAWS to remedy such violation. The MANAGEMENT FIRM may act upon its own determination either on its own behalf or the ASSOCIATION's. If the MANAGEMENT FIRM deems it advisable not to act in any particular situation the MANAGEMENT FIRM shall not be liable or responsible to the ASSOCIATION, its Directors or any UNIT OWNER 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.

5.15 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.

~~5.16 To fix, determine and collect from time to time, the sums necessary and adequate to provide for the COMMON EXPENSES of the CONDOMINIUM PROPERTY, and such other sums as are specifically provided for in the DECLARATION, to the same extent that the ASSOCIATION is permitted to do so. The procedure for the determination and collection of all such assessments shall be as set forth in the DECLARATION and EXHIBITS attached thereto.~~

5.17 The sums due by virtue of the LONG-TERM LEASE and pursuant to the MASTER MANAGEMENT AGREEMENT shall be fixed and determined by the LESSOR as provided by the LEASE, and the MASTER MANAGEMENT FIRM as provided by the MASTER MANAGEMENT AGREEMENT, respectively. The MANAGEMENT FIRM shall, as an accommodation to the UNIT OWNERS, until notice as provided for therein, collect said sums with collections for COMMON EXPENSES and remit said sums to the LESSOR and MASTER MANAGEMENT FIRM as required.

5.18 To make and collect special assessments for such purposes and against such parties as the MANAGEMENT FIRM determines to the same extent that the ASSOCIATION is required or permitted to do so in the DECLARATION. Should an increase in the assessments or a special assessment be required during the year the same shall be determined and collected by the MANAGEMENT FIRM from the ASSOCIATION or from the UNIT OWNER, as the case may be, in accordance with the requirements of the DECLARATION. The assessments as to each member of the ASSOCIATION, or the ASSOCIATION itself, shall be made payable to the MANAGEMENT FIRM, or such other firm or entity as the MANAGEMENT FIRM shall direct. The MANAGEMENT FIRM shall have the right to determine the fiscal year of the ASSOCIATION.

5.19 If any part of the CONDOMINIUM PROPERTY is damaged by casualty and it is determined pursuant to the terms of paragraph 13 of the DECLARATION that such property be reconstructed the MANAGEMENT FIRM shall have the ASSOCIATION's responsibility of reconstruction. The MANAGEMENT FIRM shall have all the rights, obligations and duties granted to the ASSOCIATION under said paragraph 13. The cost of any said repair shall include costs of the MANAGEMENT FIRM's personnel, equipment and overhead attributable thereto.

5.20 The parties acknowledge that the LESSOR under the LONG-TERM LEASE attached as EXHIBIT No. 2 to the DECLARATION may provide space in the DEMISED PREMISES for the MANAGEMENT FIRM for such time and upon such terms and conditions as LESSOR determines. Notwithstanding the provisions of this MANAGEMENT AGREEMENT and the relationship between the ASSOCIATION and the MANAGEMENT FIRM, the MANAGEMENT FIRM shall not be required to credit the ASSOCIATION or UNIT OWNERS with any sum because of their use of the DEMISED PREMISES.

6. The MANAGEMENT FIRM shall have the right to enforce any lien for unpaid assessments and all other sums due from a UNIT OWNER, against his CONDOMINIUM UNIT and all tangible personal property located within the UNIT, to the same extent as the ASSOCIATION has said right by



virtue of the DECLARATION. The MANAGEMENT FIRM may compromise liens in such amounts as it deems advisable, in its sole discretion, and may satisfy liens of record and render statements as to the current status of a UNIT OWNER's assessments.

7. The MANAGEMENT FIRM shall have the right to have a representative attend meetings of the ASSOCIATION and the Board of Directors of the ASSOCIATION; however, it is understood and agreed that the minutes of all the ASSOCIATION's meetings, whether of UNIT OWNERS or of the Board of Directors, shall be taken by the ASSOCIATION's Secretary, and, after a majority of the Board is elected by the members, possession of the Minute Book shall be in the custody of said Secretary, who shall always be responsible for preparing and furnishing notices of all meetings to the required parties. The ASSOCIATION shall provide the MANAGEMENT FIRM with a current roster of the Officers and Directors of the ASSOCIATION at all times.

8. All assessments, including the MANAGEMENT FIRM's fee, overhead, and expenses, made by the MANAGEMENT FIRM pursuant to this Agreement shall be COMMON EXPENSES of the CONDOMINIUM.

9. The MANAGEMENT FIRM shall apply assessments collected, as it in its sole discretion determines, to the proper discharge of its obligations under this Agreement.

10. The ASSOCIATION shall aid and assist the MANAGEMENT FIRM, in any reasonable manner requested by the MANAGEMENT FIRM, in the collection of assessments and effectuating the purposes of this Agreement.

11. The MANAGEMENT FIRM shall not be required to undertake to pay any costs or expenses for the benefit of the ASSOCIATION and/or its members from its own funds, and shall only be required to perform its services and make disbursements to the extent that, and as long as, the payments of assessments received from the ASSOCIATION and/or its members are sufficient to pay said costs and expenses in full. If it shall appear to the MANAGEMENT FIRM that said assessments are insufficient to pay the same, and to adequately provide full reserves, the MANAGEMENT FIRM shall forthwith determine, assess and collect from the ASSOCIATION and/or its members such additional assessments as are required, subject to the provisions of Paragraph 12 hereof.

12. During the initial three (3) years of the initial term of this Agreement, measured from the recording of the Declaration, the MANAGEMENT FIRM shall provide the services required of it hereunder and pay all expenses incurred in providing the same (excluding rent due by virtue of the LONG-TERM LEASE, sums due under the MASTER MANAGEMENT AGREEMENT, the administrative transfer fee heretofore specified and sums due by virtue of a casualty or which would be specially assessable against all or some UNIT OWNERS) for which the ASSOCIATION shall pay to the MANAGEMENT FIRM the lesser of the sums computed in accordance with paragraphs A and B as follows:

A. Reference is hereby made to EXHIBIT 1 of the DECLARATION wherein the type of each CONDOMINIUM UNIT in the CONDOMINIUM is designated as being any one of five types. The number of each type in this CONDOMINIUM shall be multiplied by the sums hereinafter specified and the total of all types shall be the total due from the ASSOCIATION hereunder, provided, however, that each UNIT OWNER shall pay the sum, hereinafter specified on a monthly basis that corresponds to his type of UNIT directly to the MANAGEMENT FIRM:

TYPE	MONTHLY	ANNUALLY
1 bedroom, 1 bath	\$	
1 bedroom, 1½ bath	26.65	319.80
2 bedroom, 1½ bath	31.23	374.76
Luxury 1 bedroom, 1½ bath		
2 bedroom, 2 bath	47.09	565.08

B. The MANAGEMENT FIRM shall perform all of the services required of it hereunder at no cost and expense whatsoever to itself, but solely at the cost and expense of the ASSOCIATION.



and its members. As compensation, for its services hereunder, the MANAGEMENT FIRM shall receive from the ASSOCIATION, in addition to all costs and expenses, a net fee, free of all charges and expenses, of three (3%) per cent of assessments of every kind of such ASSOCIATION, including special assessments, but excluding rent under the LONG-TERM LEASE and monies due under the MASTER MANAGEMENT AGREEMENT, payable as said MANAGEMENT FIRM determines in its sole discretion. This fee shall commence as herein provided, and shall be payable on a pro-rata monthly basis.

PROVIDED, HOWEVER, that during the first twelve (12) months of the term of this Agreement, plus the number of months to the next ensuing January 1st or July 1st, whichever is earlier, the sum due pursuant to the provisions of Paragraph A shall be the sums due hereunder. Thereafter, during said three-year period, the lesser of sums due pursuant to Paragraphs A and B shall govern as based upon the actual experience for the preceding twelve month period and shall be the rate applied for the next twelve (12) months during the first three years of this Agreement commencing on January 1st or July 1st, whichever is applicable.

FURTHER PROVIDED, HOWEVER, that in the event during the initial three years hereof, twenty-five (25%) per cent of the CONDOMINIUM ASSOCIATIONS then existing at CENTURY VILLAGE, Deerfield Beach, Florida, terminate similar MANAGEMENT AGREEMENTS with the MANAGEMENT FIRM, then the sums due pursuant to this Agreement shall, from the date that the percentage of termination is reached, be determined as specified in Paragraph B hereof, regardless of whether or not this Agreement is terminated by the ASSOCIATION.

AFTER THE EXPIRATION OF THE FIRST THREE (3) YEARS OF THE TERM OF THIS AGREEMENT, OR DURING ANY RENEWAL/OPTION PERIOD, OR THE TERMINATION OF TWENTY-FIVE (25%) PER CENT OF THE MANAGEMENT CONTRACTS AS HEREIN ABOVE SPECIFIED, THE PROVISIONS OF PARAGRAPH B SHALL GOVERN.

In the event that the provisions of Paragraph B are governing the fees hereunder and that the costs thereof exceed by 115 percent of the prior year's figure, the fees and cost hereunder may not be revised by the Association but must be accepted absent the Association cancelling this agreement.

Provided, however, that for so long as the provisions of Paragraph 12A shall be in effect charges levied by governmental authorities (Division of Land Sales), or under the CONDOMINIUM ACT, or the like, or by virtue of § 5.7 of this Agreement shall be paid by the UNIT OWNERS as a special assessment notwithstanding any guarantee to the contrary.

13. For and in further consideration of the execution of this Agreement by the ASSOCIATION on behalf of the UNIT OWNERS, the MANAGEMENT FIRM shall, during the initial three (3) year term of this Agreement and only while this Agreement remains in effect as to this ASSOCIATION, provide at closing, as part of its services hereunder, a three (3) year appliance service contract in accordance with the terms and provisions thereof. This obligation shall be part of the included services hereunder and the providing of said services shall be subject to the same contingencies as are specified in said service contract and in Paragraph 12 hereof.

14. For and in further consideration of the execution of this AGREEMENT by the MANAGEMENT FIRM the ASSOCIATION does hereby assign to the MANAGEMENT FIRM the right to enter into a lease or leases for laundry facilities on the CONDOMINIUM PROPERTY and to retain the revenues therefrom as additional compensation under this AGREEMENT notwithstanding anything to the contrary contained herein or in the Declaration. The expenses for the utilities therefor shall be solely those of the Association.

15. The MANAGEMENT FIRM is authorized to assess a special assessment against a UNIT OWNER for providing special services on behalf of and at the request of the UNIT OWNER in a reasonable amount determined by the MANAGEMENT FIRM. Special assessments referred to herein shall have the same effect as COMMON EXPENSES payable by said UNIT OWNER. Assessments levied by the LESSOR under the LONG-TERM LEASE shall be assessed and charged to the applicable UNIT OWNER by said LESSOR, although the MANAGEMENT FIRM may, if requested by the LESSOR, collect the same for the benefit of the LESSOR.



16. The ASSOCIATION shall not interfere nor permit, allow, or cause any of its Officers, Directors or members to interfere with the MANAGEMENT FIRM in the performance of its duties or the exercise of any of its powers hereunder.

17. The MANAGEMENT FIRM shall not be liable to the ASSOCIATION or UNIT OWNERS for any loss or damage not caused by the MANAGEMENT FIRM's own gross negligence or willful misconduct, and said ASSOCIATION and its members will, and do hereby indemnify and save harmless the MANAGEMENT FIRM for any such liability for damages, costs and expenses, including attorneys' fees, for the administration of its duties hereunder or from injury to any person or property in and about, or in connection with the CONDOMINIUM PROPERTY from any cause whatsoever, unless such loss or injury shall be directly caused by the MANAGEMENT FIRM's own gross negligence or willful misconduct.

18. The MANAGEMENT FIRM may assign this Agreement as long as the Assignee agrees, in writing, to assume and perform the terms and covenants of this Agreement. Upon such assignment and assumption the MANAGEMENT FIRM shall be released from any and all obligations hereunder. Said Assignment shall be duly recorded in the Public Records of Broward County, Florida, and notice of same, together with an executed duplicate of said Assignment, shall be delivered to the ASSOCIATION.

19. The parties hereto recognize that the MANAGEMENT FIRM may be performing services similar to the services performed hereunder for other condominium associations and entities at CENTURY VILLAGE, Deerfield Beach, Florida, and to require the MANAGEMENT FIRM to cost account with regard to each condominium and entity and between the various associations would substantially increase the costs of administration hereunder to the detriment of the ASSOCIATION. Accordingly, the MANAGEMENT FIRM is hereby granted the power to allocate to this ASSOCIATION the appropriate and fair share of the costs and expenses as are general; and as to those that are not general, to charge the same to the appropriate party(s) on such weighted basis as the MANAGEMENT FIRM deems fair and equitable. In the event that the MANAGEMENT FIRM is required to cost account, notwithstanding the provisions of Paragraph 12 hereof, the cost of the same shall be specially assessable to the party or ASSOCIATION requiring the same.

20. The power and authority of the ASSOCIATION to amend the DECLARATION and the EXHIBITS attached thereto is subject to the prior written approval of the MANAGEMENT FIRM.

21. The MANAGEMENT FIRM shall have the power to assign and change assignments of specific parking spaces to the UNIT OWNERS, and to otherwise regulate all vehicular parking. The MANAGEMENT FIRM shall regulate the use of the storage areas on the CONDOMINIUM PROPERTY.

22. Should any dispute arise concerning this Agreement, the parties hereto do hereby agree that the venue for the same is in the 17th Judicial Circuit in and for Broward County, Florida. The ASSOCIATION and its members do hereby waive trial by jury. In any litigation where the MANAGEMENT FIRM is the prevailing party, the MANAGEMENT FIRM shall be entitled to recover all costs and attorneys' fees incurred.

23. This Agreement may be renewed upon such terms and conditions as are heretofore specified. The fact of such renewal shall be recorded in the Public Records of Broward County, Florida.

24. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

25. Time is of the essence for all terms of this Agreement.

26. No modification, release, discharge or waiver of any provision hereof shall be of any force, effect or value, unless in writing, signed by the parties to this Agreement, their respective successors and assigns.

27. All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the lands described and submitted to condominium ownership in the DECLARATION.



RATION, and the same shall attach to and be binding upon the ASSOCIATION, its successors and assigns, and the present and future owners of the aforesaid CONDOMINIUM UNITS, their heirs, personal representatives, successors and assigns.

28. The DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto, including this Agreement, constitute the entire agreement between the parties hereto, and neither has been induced by the other by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever, in any way touching the subject matter of this instrument, or the instruments referred to herein, which are not expressly contained herein or in the DECLARATION OF CONDOMINIUM and other EXHIBITS attached thereto.

29. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, sub-section, sentence, clause, phrase or word, or of any provision of this Agreement or the DECLARATION and EXHIBITS attached thereto, shall not affect the validity of the remaining portions hereof.

30. Whenever the context hereof so permits, the use of plural will include the singular, the singular the plural, and the use of any gender will be deemed to include all genders.

31. Whenever notices are required to be sent hereunder, the same shall be delivered to the UNIT OWNERS and to the ASSOCIATION as provided in the DECLARATION. Notices to the MANAGEMENT FIRM shall be made by delivery to CEN-DEER MANAGEMENT, INC., Century Boulevard, Century Village, Deerfield Beach, Florida 33441.

32. If the ASSOCIATION or its members shall interfere with the MANAGEMENT FIRM in the performance of its duties and exercise of its powers hereunder, or if the ASSOCIATION shall fail to promptly do any of the things required of it hereunder, then the MANAGEMENT FIRM may, fifteen (15) days after having given written notice to said ASSOCIATION of said default by delivering said notice to any officer of the ASSOCIATION, or in their absence to any member of said ASSOCIATION, declare this Agreement in default if such default remains then uncured. Upon default, the MANAGEMENT FIRM may, in addition to any other remedy given it by agreement or in law or equity, bring an action against the said ASSOCIATION for damages and/or specific performance, and the said ASSOCIATION shall be liable for the MANAGEMENT FIRM's reasonable attorneys' fees and costs incurred thereby. All rights of the MANAGEMENT FIRM, upon default, shall be cumulative and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy.

33. Failure of the MANAGEMENT FIRM to substantially perform its duties and obligations under this Agreement for a continuous period of sixty (60) days after written notice of default from the ASSOCIATION, specifying the default complained of, shall be grounds for the ASSOCIATION to cancel this Agreement as its sole remedy, provided said termination is accomplished pursuant to the CONDOMINIUM ACT. In no event shall the MANAGEMENT FIRM be liable to the ASSOCIATION or UNIT OWNERS for damages, except as heretofore provided.

34. If the CONDOMINIUM specified in the DECLARATION shall be terminated, as is provided for therein, then each of the UNIT OWNERS shall thereby become a tenant in common, and shall, as to his separate interest, continue to be a party to this Agreement and be bound by the provisions hereof, and the MANAGEMENT FIRM shall manage such interest pursuant to the provisions of this Agreement as the nature of such interest and the context of this Agreement shall permit.

35. Should the MANAGEMENT FIRM obtain a franchise or concession from the SPONSOR or the ASSOCIATION, all income derived therefrom by the MANAGEMENT FIRM shall be retained by it, in addition to its compensation under the terms of this Agreement.

36. Notwithstanding anything in the BY-LAWS to the contrary, the MANAGEMENT FIRM shall not be required, by virtue of this delegation of authority from the ASSOCIATION, to purchase any bonds, of any nature, covering any of its employees.



IN WITNESS WHEREOF, the parties have executed this Agreement this 21<sup>st</sup> day of

July 19 78

Signed, Sealed and Delivered in our Presence:

[Signature]

Evelyn Piciar

As to ASSOCIATION

HARWOOD "D"  
CONDOMINIUM ASSOCIATION, INC.

By [Signature]  
Its President

ATTEST:

By Lisa Landino  
Its Secretary

(CORPORATE SEAL)

Signed, Sealed and Delivered in our Presence:

[Signature]

Evelyn Piciar

As to MANAGEMENT FIRM

CEN-DEER MANAGEMENT, INC.

By [Signature]  
Its President

ATTEST:

By Lisa Landino  
Its Secretary

(CORPORATE SEAL)

HARWOOD "D" CONDOMINIUM ASSOC.

**MASTER MANAGEMENT AGREEMENT**

THIS AGREEMENT made and entered into at Broward County, Florida, on the date last appearing in the body of this instrument, by and between CEN-DEER COMMUNITIES, INC., a Florida corporation, (hereinafter referred to as "MASTER MANAGEMENT FIRM") and the OWNER of a CONDOMINIUM UNIT at CENTURY VILLAGE, Deerfield Beach, Florida, whose name is subscribed at the end of this instrument (hereinafter referred to as "OWNER").

WITNESSETH:

WHEREAS the MASTER MANAGEMENT FIRM and OWNER recognize there will be certain services required to be performed and facilities required to be owned, leased, maintained and repaired (hereinafter referred to as COMMUNITY SERVICES and FACILITIES) for the benefit, convenience and comfort of all persons living in CENTURY VILLAGE, Deerfield Beach, Florida, (UNIT OWNER(S)); and

WHEREAS, the providing of said COMMUNITY SERVICES and FACILITIES is not the responsibility of the individual condominium associations, MANAGEMENT FIRM, SPONSOR, or the LESSOR under the LONG TERM LEASE; and

WHEREAS, the OWNER is desirous of entering into an agreement to insure the provisions of said COMMUNITY SERVICES and FACILITIES; and

WHEREAS, the MASTER MANAGEMENT FIRM proposes to procure or provide said COMMUNITY SERVICES and FACILITIES for the benefit of OWNER and all residents of the condominium development known as CENTURY VILLAGE, Deerfield Beach, Florida, and to provide for the management, maintenance and operation thereof.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and the sum of ONE (\$1.00) DOLLAR, to each in hand paid, receipt of which is hereby acknowledged, it is hereby agreed by and between the parties, as follows:

1. DEFINITIONS. The terms used in this Agreement shall be as defined in the DECLARATION OF CONDOMINIUM, to which a copy of this instrument is attached as EXHIBIT 6, or the Condominium Act of the State of Florida.

1.1 DEFINITION OF COMMUNITY SERVICES AND FACILITIES. The services and facilities hereinabove described may, for purposes of illustration, in the MASTER MANAGEMENT FIRM's sole discretion, include, but not be limited to, the following:

- (a) Security system.
- (b) Internal and external community transportation system.
- (c) Community lighting systems.
- (d) Irrigation systems.
- (e) Road systems, traffic ways, bicycle paths and walkways, except those which are public rights of way.
- (f) Lagoons, lakes, canal systems and waterways.
- (g) The providing of water, sewage disposal, and garbage collection facilities in accordance with the terms and conditions hereinafter specified.
- (h) The providing of a CATV television system to each CONDOMINIUM UNIT.
- (i) Swales, entrances, guardhouse, parks and other common areas located within CENTURY VILLAGE, Deerfield Beach, Florida, except those located within public road rights of way.

Prepared by:  
ROBERT LEE SHAPIRO  
LEVY, PLISCO, PERRY, SHAPIRO, KNEEN & KINGCADE, P.A.  
P.O. Box 1151  
Palm Beach, Fla. 33480



(j) In addition to the above, to do all things deemed necessary, in the sole discretion of the MASTER MANAGEMENT FIRM, to provide additional facilities and services which will or may benefit the community of CENTURY VILLAGE, Deerfield Beach, Florida, as a whole.

2. **INTENT.** It is the intent of this Agreement that the MASTER MANAGEMENT FIRM shall maintain, operate, repair, supervise and regulate the use of the COMMUNITY SERVICES and FACILITIES as it, in its sole discretion, deems proper. The responsibility for the providing of such services and facilities may be assumed by the MASTER MANAGEMENT FIRM, in its discretion, whether the facilities are owned by SPONSOR and over which the MASTER MANAGEMENT FIRM has been granted an easement for the purposes herein expressed, or owned by the MASTER MANAGEMENT FIRM, or are a part of a particular CONDOMINIUM PROPERTY over which the MASTER MANAGEMENT FIRM has been granted an easement for the purposes herein expressed, PROVIDED, HOWEVER, that the MASTER MANAGEMENT FIRM shall have no obligation to provide its services to lands dedicated to the public, the DEMISED PREMISES, or any CONDOMINIUM PROPERTY except those over which the MASTER MANAGEMENT FIRM has been granted and has accepted an easement for a particular purpose consistent with the intent of this Agreement.

3. **TERM.** The term of this Agreement shall commence as of the date hereof and have effect through December 31, 2072, provided, however, that the MASTER MANAGEMENT FIRM may, upon sixty (60) days written notice given to the OWNER, terminate and cancel this Agreement as of the last day of such month specified in the notice of cancellation.

4. **POWERS:** In providing the COMMUNITY SERVICES and FACILITIES, the powers of the MASTER MANAGEMENT FIRM shall include all things deemed necessary by the MASTER MANAGEMENT FIRM, in its sole discretion, to accomplish the purposes of this instrument, including, but not limited to, the following:

- (a) To hire staff and administrative personnel.
- (b) To purchase or lease all necessary tools, equipment, machinery, vehicles and supplies, and to repair, replace and maintain the same.
- (c) To enter into contracts, subcontracts, or leases with any firm, governmental entity, person or corporation for the providing of security, maintenance, transportation, CATV, utilities and other necessary services and equipment.
- (d) To maintain sufficient liability and property insurance.
- (e) To retain and employ necessary professionals.
- (f) To take necessary legal and other action to enforce compliance with this Agreement and the RULES AND REGULATIONS promulgated pursuant hereto.

5. **RULES AND REGULATIONS.** The MASTER MANAGEMENT FIRM shall, from time to time, promulgate RULES AND REGULATIONS concerning the use of the COMMUNITY SERVICES and FACILITIES, and the same shall be effective upon the posting thereof in conspicuous places in CENTURY VILLAGE, Deerfield Beach, Florida, or upon the DEMISED PREMISES. OWNER covenants to comply with said RULES AND REGULATIONS. If OWNER violates any of said RULES AND REGULATIONS or fails to maintain acceptable standards of behavior concerning the use of the COMMUNITY SERVICES and FACILITIES, then the MASTER MANAGEMENT FIRM may unilaterally suspend said OWNER from the use of some or all of the COMMUNITY SERVICES and FACILITIES for such time as the MASTER MANAGEMENT FIRM deems necessary, without any reduction or abatement in the charges hereunder, or, in the MASTER MANAGEMENT FIRM's sole discretion, the MASTER MANAGEMENT FIRM may utilize all rights provided at law or equity, or a combination of any or all of the rights herein specified. OWNER does hereby waive the defense of "election of remedies".

6. **MANNER OF COLLECTION.** The MASTER MANAGEMENT FIRM shall determine by December 15th of each year, the monthly amount which shall be paid by OWNER during the following twelve (12) months, commencing on January 1st, in accordance with the provisions of Paragraph 7



hereof. The monthly fee shall be payable in advance, without notice, on the first day of each month to such party as the MASTER MANAGEMENT FIRM shall, from time to time, direct. Until further notice all sums due pursuant to this Agreement shall be payable with the OWNER's monthly COMMON EXPENSE assessments to CEN-DEER MANAGEMENT, INC. who will remit the same to the MASTER MANAGEMENT FIRM, and the same shall commence as of the date hereof. If this agreement is dated on other than the first day of any month, the fees attributable to the portion of the month remaining shall be prorated and added to the payment due on the first day of the next ensuing month.

#### 7. MASTER MANAGEMENT FEE.

7.1 During the first three (3) years of the term of this Agreement measured from the date of recording the declaration, the compensation paid for the providing of COMMUNITY SERVICES and FACILITIES to the MASTER MANAGEMENT FIRM (hereinafter referred to as the MASTER MANAGEMENT FEE) by the OWNER shall be the lesser of the following amounts:

(a) \$27.50 per month for all units with the exception of those apartments listed on Schedule A of the MASTER MANAGEMENT AGREEMENT which is attached to this document.

(b) The OWNER's prorata portion of the actual cost of providing said COMMUNITY SERVICES and FACILITIES; computed on the basis of total costs, divided by a fraction, the numerator of which is one (1) and the denominator of which is the total number of UNIT OWNERS who have executed similar agreements.

PROVIDED, HOWEVER, that during the first twelve (12) months of the term of this Agreement plus the number of months until the next ensuing January 1st, the OWNER will pay the amount specified in Paragraph 7.1(a) above, and, thereafter, the MASTER MANAGEMENT FEE will be adjusted in accordance herewith annually on December 15th for the next ensuing twelve (12) month period commencing on January 1st.

7.2 After the expiration of the first three (3) years of the term of this Agreement, as heretofore specified, and for the remainder of the term of this Agreement, the MASTER MANAGEMENT FEE shall be computed solely on the basis of actual cost in accordance with the provisions of Paragraph 7.1(b) above.

7.3 Owner acknowledges that this agreement and the fees hereunder are fair and reasonable. Further the Owner acknowledges that the services to be provided by the MASTER MANAGEMENT FIRM are "quasi-municipal" in nature and as such are essential to the general well being of all the residents of Century Village.

8. DEFINITION OF COSTS. For the purposes of this Agreement costs shall be defined to mean and include all direct or indirect expenditures made or incurred in effectuating the purposes of this Agreement including for the purposes of illustration, but not limited to, rental fees, salaries, costs of maintenance for roads, swales, guard houses, lakes, etc., administrative expenses, costs of procuring utilities for the COMMUNITY SERVICES and FACILITIES (electricity, water, sewer, garbage, etc.), ad valorem and personal property taxes on the COMMUNITY SERVICES and FACILITIES, procuring CATV and security services and all like charges necessary in adequately providing the COMMUNITY SERVICES and FACILITIES.

(a) It is understood and agreed that the MASTER MANAGEMENT FIRM will be procuring some of the COMMUNITY SERVICES and FACILITIES from other corporations or entities which are or may be controlled by some or all of the stockholders of the MASTER MANAGEMENT FIRM or SPONSOR. OWNER does hereby authorize and ratify such inter-related contracts provided, however, that the fees, rentals, or compensation paid for such services does not exceed the fairly debatable fair market value of such services.

(b) Notwithstanding anything in the foregoing to the contrary, in the event that the MASTER MANAGEMENT FIRM, in its sole discretion, decides to provide a CATV System, the OWNER acknowledges that included in the costs as herein defined, will be a monthly CATV charge of \$3.00 per month per UNIT OWNER (allocated \$1.00 for security and \$2.00 for CATV service) charged



SCHEDULE A  
to the MASTER MANAGEMENT AGREEMENT

HARWOOD D

All apartments in this building shall be charged \$27.50  
per month.

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REC. 7718  
PAGE 410

by CENVILL COMMUNICATIONS, INC. to the MASTER MANAGEMENT FIRM; the stock of both corporations being owned by the same persons or entities. OWNER acknowledges that said charges constitute the fair market value of said services.

(c) It is understood and agreed that the aforementioned CATV service, if any, does not include therein the medical and emergency alert system, but that, if the same is available, it shall be an "extra" which may be purchased at closing for a specified sum, and is not included as a COMMUNITY SERVICE and FACILITY.

(d) It is understood and agreed by the parties hereto that, for as long as it is permitted by the proper governmental authorities, the MASTER MANAGEMENT FIRM shall contract with said governmental entities for the provision of water, sewage disposal, and garbage collection services on a bulk master meter, development wide basis, or other basis, as the case may be, for which services each OWNER shall pay his pro rata portion as part of the fees due pursuant to this Agreement.

In the event, however, that the governmental entities terminate the master meter system and installs either individual meters or one meter per association building, or the like, or bills each UNIT OWNER directly for garbage collection, the responsibility of the MASTER MANAGEMENT FIRM to provide the same shall forthwith terminate and each OWNER and/or ASSOCIATION shall be solely responsible for the payment of said utility charges as levied by said governmental authority.

(e) The MASTER MANAGEMENT FIRM shall not, except during the initial three (3) years of the term hereof, as previously specified, and then, only to the extent that the costs and expenses in providing the COMMUNITY SERVICES and FACILITIES exceed the maximum MASTER MANAGEMENT FEE charged pursuant to Paragraph 7, hereof, be required to undertake to pay any costs or expenses for the benefit of the OWNER or UNIT OWNERS from its own funds, and shall be required to provide the COMMUNITY SERVICES and FACILITIES to the extent that, and as long as, the payments received from all UNIT OWNERS are sufficient to pay said costs and expenses in full. If it shall appear to the MASTER MANAGEMENT FIRM that said revenues are insufficient to pay the same the MASTER MANAGEMENT FIRM shall forthwith determine, assess and collect from the OWNER and all UNIT OWNERS, such additional MASTER MANAGEMENT FEES as are required. Provided, however, that the MASTER MANAGEMENT FIRM, may in its sole discretion, instead of increasing said MASTER MANAGEMENT FEES, reduce the amount of COMMUNITY SERVICES and FACILITIES accordingly. OWNER covenants to pay such additional MASTER MANAGEMENT FEES as required.

(f) In addition to the lien hereinafter provided, a default in the payment of the MASTER MANAGEMENT FEE when due, shall entitle the MASTER MANAGEMENT FIRM to the following:

If the default exists in excess of ten (10) days, the delinquent payment shall bear interest at a rate equal to the maximum rate then allowed to be charged to individuals in the State of Florida. In addition, a late charge of \$25.00 may, at the option of the MASTER MANAGEMENT FIRM, be due and payable. The MASTER MANAGEMENT FIRM shall also have the right to accelerate the payments of the MASTER MANAGEMENT FEE for up to twelve (12) months, which sum shall immediately become due and payable. In the event that OWNER is in default in any payment, OWNER shall be liable for all costs of collecting the same, including reasonable attorneys' fees and court costs. Further, in the event that any litigation or dispute of any nature whatsoever arises concerning this Agreement, and if in such litigation the MASTER MANAGEMENT FIRM is the prevailing party, then the MANAGEMENT FIRM shall be entitled to recover all costs and attorneys' fees as set forth in § 20.2 of the DECLARATION OF CONDOMINIUM, to which this Agreement is attached as an Exhibit.

9. CO-OPERATION. The OWNER, both individually and as a member of a condominium association covenants to aid and assist the MASTER MANAGEMENT FIRM in any reasonable manner, as requested by the MASTER MANAGEMENT FIRM, in the collection of assessments and effectuating the purpose of this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Signed, Sealed and Delivered in our Presence:

CEN-DEER COMMUNITIES, INC.

By \_\_\_\_\_  
Its Vice President

ATTEST:

By \_\_\_\_\_  
Its Secretary

As to MASTER MANAGEMENT FIRM

Signed, Sealed and Delivered in our Presence:

(CORPORATE SEAL)

OWNER

As to OWNER

OWNER

STATE OF FLORIDA )

COUNTY OF ) ss.

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_

and

to me well known to be the individuals described in and who executed the foregoing instrument as Vice President and Secretary of CEN-DEER COMMUNITIES, INC., a Florida Corporation, and they acknowledged before me that they executed such instrument as such Officers of said Corporation, and that the Seal was affixed thereto by due and regular Corporate authority, and that said instrument is the free act and deed of said Corporation, for the purpose therein expressed.

WITNESS my hand and official seal, at the State and County aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC (SEAL)  
State of Florida at Large

STATE OF FLORIDA )

COUNTY OF ) ss.

BEFORE ME, the undersigned, authority, personally appeared \_\_\_\_\_

to me well known to be the individual(s) described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal, at the State and County aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC (SEAL)  
State of Florida at Large

137

7

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

OFF 7718 REC 414

2

RECORD NOTICE OF COMMENCEMENT FORMS AT:

COUNTY RECORDS DIVISION  
BROWARD COUNTY ENVIRONMENTAL CENTER  
115 S. ANDREWS AVENUE  
FORT LAUDERDALE, FL  
PHONE: (954) 357-7283

Permit # \_\_\_\_\_ Folio # \_\_\_\_\_

NOTICE OF COMMENCEMENT

The undersigned hereby gives notice that improvement will be made to certain real property and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement:

this space reserved for recorder

1. Legal Description of Property: Lot \_\_\_\_\_ Block \_\_\_\_\_ Unit # \_\_\_\_\_ Bldg # \_\_\_\_\_ ☐ Lengthy legal attached  
Subdivision / Condominium: Harwood D Deerfield Beach FL 33442  
Street Address if available: \_\_\_\_\_
2. General description of improvement: Fire Alarm
3. a. Owner name and address: Harwood D Condo Association, Inc.  
b. Interest in property: Home Owners Association  
c. Name and address of fee simple titleholder (if other than Owner): \_\_\_\_\_
4. a. Contractor name and address: Deacon Security Services Corp. 141 NW 20th St, Ste G-1  
b. Contractor's phone number: Boca Raton, FL 33431 (561) 750-9433
5. a. Surety name and address: \_\_\_\_\_  
b. Surety's phone number: \_\_\_\_\_  
c. Amount of bond: N/A
6. a. Lender name and address: \_\_\_\_\_  
b. Lender's phone number: N/A
7. a. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
b. Phone number: \_\_\_\_\_
8. a. In addition to himself or herself, the Owner designates \_\_\_\_\_  
of \_\_\_\_\_ to receive a copy of Lienor's Notice per Section 713.13(1)(b), Florida Statutes.  
b. Phone number of person or entity designated by owner: \_\_\_\_\_
9. Expiration date of notice of commencement: \_\_\_\_\_  
(the expiration date is 1 year from the date of recording unless a different date is specified)

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Signature(s) of Owner(s) or Owner(s)' Authorized Officer/Director/Partner/Manager

By Francine Cote By \_\_\_\_\_  
Print Name Francine COTE Print Name \_\_\_\_\_  
Title/Office V.P. Title/Office \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17 day of June, 2009

☐ Individually, or ☐ as VP for Harwood D Deerfield Beach Condo Assoc  
☐ Personally known, or ☒ Produced the following type of identification: FL DL Lic # C300-248-49-508-0



DEBORAH L. HOEBER  
MY COMMISSION # DO 873871  
EXPIRES: June 5, 2013  
Bonded Three Budget Notary Services

Signature of Notary Public: Deborah L. Hoeber  
Print Name: Deborah L. Hoeber  
(SEAL)

VERIFICATION PURSUANT TO SECTION 92.525, FLORIDA STATUTES

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true, to the best of my knowledge and belief.

Signature(s) of Owner(s) or Owner(s)' Authorized Officer/Director/Partner/Manager who signed above:

By Francine Cote By \_\_\_\_\_  
V.P.



Permit # \_\_\_\_\_ Folio # \_\_\_\_\_

## NOTICE OF COMMENCEMENT

The undersigned hereby gives notice that improvement will be made to certain real property and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement:

(this space reserved for recorder)

1. Legal Description of Property: Lot \_\_\_\_\_ Block \_\_\_\_\_ Unit # 82 Bldg # 11 ☐ Lengthy legal attached  
Subdivision / Condominium: \_\_\_\_\_  
Street Address if available: \_\_\_\_\_
2. General description of Improvement: Elevator Modernization
3. a. Owner name and address: HARWOOD D CONDO - 1044 HARWOOD D  
b. Interest in property: 1044 Harwood D  
c. Name and address of fee simple titleholder (if other than Owner): \_\_\_\_\_
4. a. Contractor name and address: UNITED ELEVATOR SERVICE, INC  
b. Contractor's phone number: 561-483-2017
5. a. Surety name and address: \_\_\_\_\_  
b. Surety's phone number: \_\_\_\_\_  
c. Amount of bond: 3
6. a. Lender name and address: \_\_\_\_\_  
b. Lender's phone number: \_\_\_\_\_
7. a. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
b. Phone number: \_\_\_\_\_
8. a. In addition to himself or herself, the Owner designates \_\_\_\_\_ to receive a copy of Lienor's Notice per Section 713.13(1)(b), Florida  
b. Phone number of person or entity designated by owner: \_\_\_\_\_
9. Expiration date of notice of commencement: \_\_\_\_\_  
(the expiration date is 1 year from the date of recording unless a different date is specified)

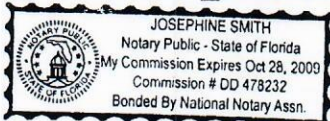
**WARNING TO OWNER:** ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Signature(s) of Owner(s) or Owner(s)' Authorized Officer/Director/Partner/Manager

By Phyllis Cote By \_\_\_\_\_  
Print Name Phyllis Cote Print Name \_\_\_\_\_  
Title/Office V President Title/Office \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13 day of MAY, 2009  
By Phyllis Cote  
☐ Individually, or ☒ as Vice President for HARWOOD D CONDO ASSOC  
☐ Personally known, or ☒ produced the following type of identification: FL DL C30048495030



Signature of Notary Public: Josephine Smith  
Print Name: JOSEPHINE SMITH  
(SEAL)

### VERIFICATION PURSUANT TO SECTION 92.525, FLORIDA STATUTES

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true, to the best of my knowledge and belief.

Signature(s) of Owner(s) or Owner(s)' Authorized Officer/Director/Partner/Manager who signed above:

By Phyllis Cote - V President By \_\_\_\_\_