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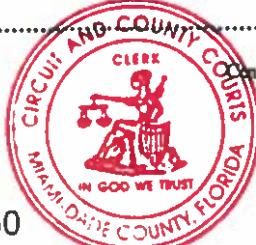
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**DECLARATION OF CONDOMINIUM  
FOR  
CENTURY PARK WEST CONDOMINIUM**

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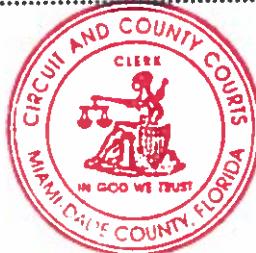
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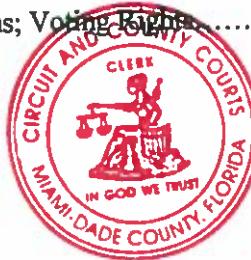
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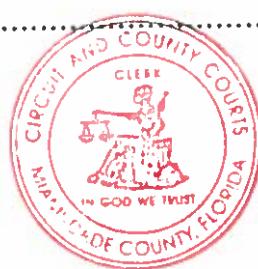
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**Exhibits to Declaration:**

1. Legal Description of Land
2. Articles of Incorporation of Century Park West Association, Inc.
3. By-Laws of Century Park West Condominium Association, Inc. and Rules and Regulations
4. Survey and Site Plan
5. Graphical Depiction of Condominium Improvements and Century Park West Clubhouse
6. Percentage Ownership
7. Declaration of Restrictions in favor of Miami-Dade County, Florida
8. Century Park West Clubhouse Declaration



## DECLARATION OF CONDOMINIUM FOR CENTURY PARK WEST CONDOMINIUM

CENTURY HOMEBUILDERS GROUP, LLC, a Florida limited liability company ("CHG") does hereby declare as follows:

1. Introduction and Submission:

1.1 The Land. Developer (as defined below) owns the fee simple title to that certain land located in Miami-Dade County, Florida, as more particularly described in Exhibit 1 attached hereto (the "Land").

1.2 Submission Statement. Developer hereby submits the Land (excepting the portion occupied by the Century Park West Clubhouse (defined below) described and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith to the condominium form of ownership and use in the manner provided by the Florida Condominium Act (the "Act") as it exists on the date hereof.

1.3 Name. The name by which this condominium is to be identified is Century Park West Condominium (the "Condominium").

2. Definitions. The following terms used in this Declaration and the Exhibits hereto shall have the following meanings, unless the context in which they are used clearly requires a different meaning:

"Act" means the Florida Condominium Act (currently Chapter 718 of the Florida Statutes). Unless provided otherwise, the provisions of the Act, as amended from time to time, shall govern the Condominium.

"Articles" means the Articles of Incorporation of Association as amended from time to time, a copy of which is attached hereto as Exhibit 2.

"Assessment" means a share of the funds required for the payment of Common Expenses which, from time to time, is assessed against the Unit Owner. The term Assessment shall include a Special Assessment.

"Association" means Century Park West Condominium Association, Inc., a Florida corporation not-for-profit, the entity responsible for the operation of the Condominium.

"Association Property" means that property, real and personal, in which title or ownership is vested in Association for the use and benefit of its members.

"Board" means the Board of Directors of Association.

"Buildings" means the structures in which the Units are located on the Condominium Property.



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**"By-Laws"** means the By-Laws of Association, as they exist from time to time, a copy of which is attached hereto as Exhibit 3.

**"Cable Services"** shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Units including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, multipoint distribution systems, video dial tone, open video system or any combination thereof.

**"CHG"** shall have the meaning set forth in the initial sentence of this Declaration.

**"Century Park West Clubhouse"** Shall have the meaning given to it in Section 42 hereof. The Century Park West Clubhouse is a separate Parcel shown on the Site Plan (Exhibit 4) and will be owned by the Developer and or its successors and assigns (the "Century Park West Clubhouse Owner"), and its use and membership governed by Century Park West Clubhouse Membership Plan as defined in Section 42 hereof.

**"Common Elements"** shall have the meaning set forth in Section 3.5 hereof.

**"Common Expenses"** means all expenses and assessments properly incurred by Association for the Condominium, including but not limited to any item designated as a common expense by the Act, this Declaration, or the By-Laws.

**"Common Surplus"** means the excess of all receipts of Association collected on behalf of the Condominium, including but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

**"Condominium"** shall have the meaning set forth in Section 1.3 hereof.

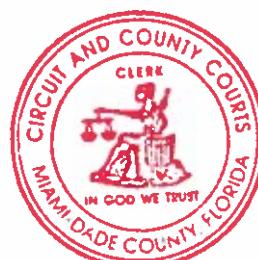
**"Condominium Documents"** means this Declaration and all of the Exhibits hereto, as they may be amended from time to time.

**"Condominium Parcel"** means a Unit together with the undivided share in the Common Elements which is appurtenant to such Unit.

**"Condominium Property"** means the Land and the personal property that are subject to condominium ownership under this Declaration, all improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

**"Construction Matters"** shall have the meaning set forth in Section 33 hereof.

**"County"** shall mean Miami-Dade County, Florida.



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**"Data Transmission Services"** shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

**"Declaration"** means this instrument as it is amended from time to time.

**"Defendant"** shall have the meaning set forth in Section 33 hereof.

**"Developer"** means CHG, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned; provided however, a Unit Owner shall not solely by the purchase of a Condominium Parcel be deemed a successor to, or assignee of, the rights of Developer under this Declaration unless such Unit Owner is specifically so designated as such successor to, or assignee of, such rights in the respective instrument of conveyance or any other instrument executed by Developer. Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Condominium. In the event of such partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

**"Division"** the Division of Florida Condominiums, Timeshares, and Mobile Homes.

**"Improvements"** mean all structures and artificial changes to the natural environment (exclusive of landscaping) on the Condominium Property, including but not limited to, the Building.

**"Institutional First Mortgagee"** means a bank, savings and loan association, insurance company, mortgage banker, real estate or mortgage investment trust, pension fund, Developer and its corporate affiliates, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, Veterans Administration, Federal Home Administration, or any other lender, or its loan correspondent or agency of the United States Government, holding, guaranteeing or insuring a first mortgage on a Condominium Parcel or Condominium Parcels.

**"Insurance Trustee"** shall have the meaning set forth in Section 12.1 hereof.

**"Insured Property"** shall have the meaning set forth in Section 12.3.1 hereof.

**"Land"** shall have the meaning set forth in Section 1.1 hereof.

**"Limited Common Elements"** means those Common Elements which are designated by this Declaration for the exclusive use of a certain Unit or Units to the exclusion of other Units.

**"Monitoring System"** shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of the Condominium. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, gatehouses, roving attendants, wireless communication to Units,

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or any combination thereof. THE PROVISION OF A MONITORING SYSTEM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN THE CONDOMINIUM. DEVELOPER AND THE ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY MONITORING SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY UNIT OWNER AND THE OCCUPANT OF EACH UNIT ACKNOWLEDGES THAT DEVELOPER AND ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF UNIT OWNERS OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN UNITS. DEVELOPER AND ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

“Parking Spaces” shall mean areas located within the Condominium indicating the approximate location as shown on the Site Plan Exhibit 4 attached hereto.

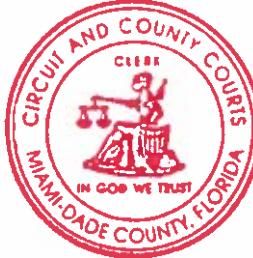
“Rules” means any rules and regulations duly promulgated from time to time by the Board pursuant to its powers under any of the Condominium Documents.

“Special Assessment” means any Assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.

“Telecommunications Provider” shall mean any party contracting with Association to provide Unit Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

“Telecommunications Services” shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

“Telecommunications Systems” shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to the Condominium. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antennae sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennae, earth stations, appurtenant devices, network facilities necessary



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and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

**“Telephony Services”** shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intralata and interlata voice telephony and data transmission.

**“Title Documents”** shall have the meaning given to such term in Section 43 herein.

**“Toll Calls”** shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

**“Turnover Date”** shall have the meaning given such term in the By-Laws which are attached hereto as Exhibit 3.

**“Unit”** means a part of the Condominium Property which is subject to exclusive ownership and which is further described in Section 3.4 hereof.

**“Unit Owner”** or **“Owner”** means the owner(s) of a Condominium Parcel.

**“Use Fees”** shall have the meaning set forth in Section 10.8 hereof.

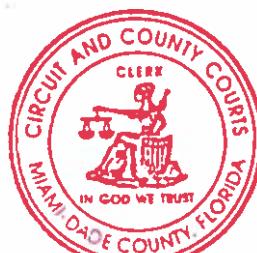
**“Utilities”** shall include, but not be limited to, Telecommunication Services, gas, electricity, water and sewage and garbage and trash disposal. The inclusion of any of the foregoing in the description of Utilities is for illustration purposes only, and not a guaranty that any of such services will be available to the Condominium.

**“Voting Interest”** shall mean the voting rights appurtenant to each Unit, which is one (1) vote per Unit regardless of the number of Unit Owners with respect to such Unit.

**“Working Capital Fund”** shall have the meaning set forth in Section 10.4 hereof.

### 3. Description of Condominium.

3.1 General Description. The Condominium Property is situated at Miami-Dade County, Florida. The improvements in the Condominium include four (4) buildings containing, in addition to the Common Elements therein, an aggregate of one hundred thirty five (135) Units, all of which are more particularly hereinafter described. Each Unit is identified by a letter and three (3) numbers. Other Improvements included in the Condominium are parking areas, walks, landscaping, mailbox facilities, bike racks, dumpster areas, guardhouse, fences, and all underground structures and improvements which are not part of or located within the Buildings, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.



3.2 No Timeshares. No time-share estates will or may be created with respect to Units in this Condominium.

3.3 Survey and Graphic Description. Exhibit 4 to this Declaration is a survey the Land and site plan of the Condominium Property. Exhibit 5 is a graphic description of the Century Park West Clubhouse and all other improvements to the Condominium Property, including the Units, Exhibit 4 and Exhibit 5, together with this Declaration, identify the Century Park West Clubhouse, Common Elements, and each Unit in the Condominium and their relative size and location.

3.4 Units. The Condominium contains a total of one hundred thirty five (135) Units which are located and individually described in Exhibit 5 hereto. The boundaries of each Unit are as follows:

3.4.1 Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

3.4.1.1 Upper Boundaries. The horizontal plane of the lowest surface of the unfinished ceiling slab of the Unit, extended to meet the perimeter boundaries (if the Unit is a multi-story Unit, the upper boundary will be deemed to be the lowest surface of the unfinished ceiling slab of the upper story of the Unit; provided that in multi-story Units where the lower boundary extends beyond the upper boundary , the upper boundary shall include that portion of the lowest surface of the unfinished ceiling slab of the lower floor for which there is no corresponding ceiling slab on the upper floor directly above such bottom floor ceiling).

3.4.1.2 Lower Boundaries. The horizontal plane of the highest surface of the unfinished floor slab of the Unit, extended to meet that perimeter boundaries (if the Unit is a multi-story Unit the lower boundary will be deemed to be the upper surface of the unfinished floor slab of the first story of the Unit; provided that in multi-story Units where the upper boundary extends beyond the lower boundary, the lower boundary shall include that portion of the lowest surface of the unfinished ceiling slab of the upper floor for which there is no corresponding ceiling slab on the bottom floor directly below the floor of such top floor).

3.4.1.3 Interior Divisions. Except as provided in Subsections 3.4.1.1 and 3.4.1.2 above, no part of the floor of the top story of a multi-story Unit, ceiling of the bottom story of a multi-story Unit, or stairwell adjoining the floors, or interior walls within a Unit shall be considered a boundary of the Unit.

3.4.2 Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the boundary lines defined and depicted in Exhibit 5 extended to an intersection with each other and with the upper and lower boundaries. Any non-load bearing portion of a perimeter wall inside the perimetrical boundary of a Unit shall be deemed a part of the Unit.

3.4.3 Apertures. Where there are apertures in any boundary including, but not limited to windows, doors, glass, screen doors, and/or screens, such boundaries shall be extended

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to include the windows, doors, and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials, provided, however, that screening, if any, within the boundaries of a Limited Common Element forming part of a patio/terrace shall be deemed a Limited Common Element and shall not form a part of a Unit.

3.4.4 Patios, Balconies and Terraces. Patios, balconies and terraces shall not form a part of a Unit as such areas are Limited Common Elements.

3.4.5 Certain Items Exclusively Serving a Unit. In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air compressor equipment (located on the roof of the Building) exclusively serving the Unit.

3.4.6 Exceptions. Any piping or other fixtures which are located within one (1) Unit but which service another Unit or Units and the reinforced concrete portions of any load-bearing columns or walls within a Unit shall be Common Elements.

3.5 Common Elements. The Common Elements include:

3.5.1 The portions of the Condominium Property which are not included within the Units.

3.5.2 Easements through Units for conduits, ducts, plumbing, pipes, wiring and other facilities for the furnishing of Utilities and other services to Units and Common Elements.

3.5.3 An easement of support in every portion of the Unit which contributes to the support of the Building.

3.5.4 The property and installations required for the furnishing of Utilities and other services to more than one Unit or to the Common Elements.

3.5.5 The irrigation system and pump serving the Condominium.

3.5.6 Limited Common Elements; provided, however, Limited Common Elements are not accessible by all Owners.

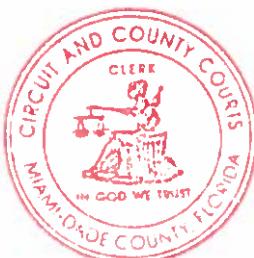
3.5.7 Fixtures owned or held for the common use, benefit and enjoyment of all Unit Owners in the Condominium.

3.5.8 All unassigned parking spaces.

3.5.9 The surface collection system lying within the Land.

3.5.10 The dumpster areas, mailbox facilities, guardhouse, bike racks, electrical rooms, mechanical rooms, meter rooms, stairs, corridors.

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**THE COMMON ELEMENTS AND OTHER FACILITIES  
MAY BE EXPANDED OR ADDED BY DEVELOPER  
WITHOUT CONSENT OF UNIT OWNERS OR  
ASSOCIATION.**

3.6 Limited Common Elements. Each Unit shall have certain Limited Common Elements appurtenant thereto.

3.6.1 Patios, Balconies and Terraces. Patios, balconies, and terraces which are accessible from a Unit shall be for the exclusive use of the Unit Owner owning such Unit. There is no guarantee that any Unit shall have any specific view.

3.6.2 Parking Spaces.

3.6.2.1 Assignment of Parking Spaces. Each unit shall be entitled to the exclusive use of two (2) Parking Spaces, which Developer shall assign at its sole discretion to such Unit. Each of the Parking Spaces shall be identified by the number assigned to such space, as determined by Developer at its sole discretion. The Developer shall have the right to assign any additional Parking Spaces to particular Units in the Condominium for additional consideration paid by the Unit Owner. All assignments of Parking Spaces shall be made by instrument in writing placed in the official records of Association but shall not be recorded in the Public Records of County. After exclusive use of any such Parking Spaces are assigned by Developer, it may not be conveyed, assigned or encumbered except as an appurtenance to the Unit to which it is assigned, without the prior written approval of Association. Further, a Unit Owner may give up his/her exclusive right to use a Parking space by written instrument, in a form approved by Association, stating that Unit Owner gives up Unit Owner's exclusive right to use such Parking Space and that it shall henceforth be a Common Element. The instrument shall not be recorded in the Public Records of County, but rather, shall be placed in the official records of Association. Thereafter, Association, in its sole discretion, may assign, with or without consideration, such Parking Space to another Unit Owner as a Limited Common Element. Notwithstanding the foregoing, any assignment of a Parking Space which would result in a Unit Owner having less than one (1) Parking Space will be null and void. Assigned parking spaces are solely for non-commercial automobiles with a current passenger registration. Unit Owners may not park in guest Parking Spaces.

3.6.2.2 Handicapped Spaces. The handicapped parking spaces are not assignable. A Unit Owner in the Condominium that needs to use a handicapped parking space within the Condominium Property, shall present proof to Association that such Unit Owner has authorization from the governing authorities to use handicapped parking spaces. Additionally, during the period that a Unit Owner in the Condominium needs to use a handicapped parking space, Association shall use a Parking Space appurtenant to such Owner's Unit for any purpose that Association chooses in its sole discretion. Any vehicle parked in a handicapped parking space shall have a handicapped sign or sticker that is clearly visible from the outside of the vehicle.

3.6.3 Mailboxes. Each Unit shall be entitled to the exclusive use of one (1) mailbox. Upon such assignment, the mailbox so assigned shall be deemed to be a Limited

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Common Element of the Unit and the Unit Owner's right to use such mailbox shall become an appurtenance to the Unit. The exclusive use of any such mailbox may not be conveyed or assigned to another Unit or Unit Owner.

**3.6.4    Reserved Common Elements.** Any and all Common Elements which are reserved herein, or assigned, or granted separately here from, for the use of a certain Unit or Units to the exclusion of other Units.

**3.6.5    Air Conditioner Handling Equipment.** The air handling equipment exclusively serving a Unit located on the roof of a Building, and the right of exclusive use of the air space and area of the roof deck of the Building occupied by such air handling equipment exclusively serving a Unit.

**3.7    Easements.** The following easements are hereby created (in addition to any easements created under the Act, and any easements affecting the Condominium Property and recorded in the Public Records of County).

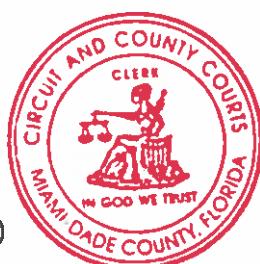
**3.7.1    Support.** Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

**3.7.2    Access to Century Park West Clubhouse, Utilities and Drainage.** Easements are reserved under, through and over the Condominium Property as may be required from time to time for access to the Century Park West Clubhouse, Utilities, other services, and drainage in order to serve the Condominium and/or members of the Association. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such Century Park West Clubhouse, Utilities, other services or drainage facilities or the use of these easements.

**3.7.3    Encroachments.** An easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of any Unit Owner, including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment. Encroachments may result from (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of Association, and/or (iv) any repair or restoration of the Improvements (or any portion thereof) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements.

**3.7.4    Irrigation.** The Association is solely responsible for the maintenance, repair and replacement of any irrigation system lying within the Common Elements of the Condominium. All portions of such irrigation system including, without limitation, pipes, and meters, if any, are owned by the Association and, therefore, such facilities do not form part of the Common Elements. The Association shall have all easements of pedestrian and vehicle ingress

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and egress necessary to perform its obligations respecting the irrigation system; provided, however, the Association shall promptly repair any damage to the Common Elements resulting from its maintenance, repair and/or repair of such irrigation system.

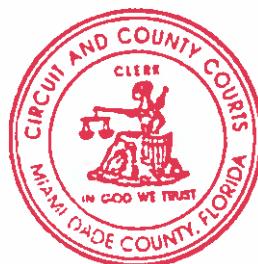
3.7.5 Ingress and Egress. Non-exclusive perpetual easements in favor of each Unit Owner and residents, their guests and invitees, shall exist for access to the Century Park West Clubhouse, pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for access to the Century Park West Clubhouse, vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. Each Unit Owner shall have reasonable access to Century Park West Clubhouse and the public roads from the Condominium. None of the easements specified in this Section shall be encumbered by any leasehold or lien.

3.7.6 Construction; Maintenance. Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion, from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, of the Century Park West Clubhouse, any Improvements or Unit located or to be located thereon.

3.7.7 Sales Activity. As long as Developer, its successors, assigns or nominees offers any units for sale in the ordinary course of business, Developer, its agents, nominees, designees, successors, assigns and/or any other entity or individual authorized by Developer, shall have the right to use Units not closed and the Common Elements for marketing and sales purposes. By way of example, and not as a limitation, Developer may maintain model units and sales offices, show model units and the Common Elements to prospective purchasers and tenants of the Units or other property being offered for sale or lease by Developer outside of the Condominium Property, and erect on the Condominium Property signs and other promotional material to advertise Units or other property being offered for sale or lease by Developer, its designees, successors and assigns and/or any other entity or individual authorized by Developer. Developer reserves the right to use any Units not closed as temporary accommodations for, but not limited to, prospective purchasers. Such temporary accommodations shall not be considered a leasing of the Unit and shall not be subject to Section 16 hereof.

3.7.8 Additional Easements. Developer and Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints Developer and Association as their attorney-in-fact for this purpose), each shall have the right to grant such additional electric, gas, other Utilities or service easements, or relocate any existing easements or drainage facilities in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as Developer or Association shall deem necessary or desirable for the proper operations and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. Association has the authority without the joinder of any Unit Owners, to grant, modify or move any easement in and about the Common Elements.

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3.7.9 Association Property. Without limiting in other provision herein to the contrary, in the event that Association elects to purchase or lease a vehicle, office equipment or other Association Property, it may do so in its own name. In addition, after the purchase or lease of any Association Property, Association may sell or transfer its interest in such Association Property.

3.7.10 Air Handling Equipment. Non-exclusive easements in favor of each Unit Owner for access to the air handling equipment exclusively serving a Unit located on the roof deck of the Building, and to all connections from such air handling equipment to the Unit or other utilities, for the use and maintenance of such air handling equipment and appurtenant connections.

3.7.11 Public Easements. Police, fire, sanitation, school transportation, health, water, sewer and other public service and utility company personnel shall have the non-exclusive easement for ingress and egress over and across the Common Elements.

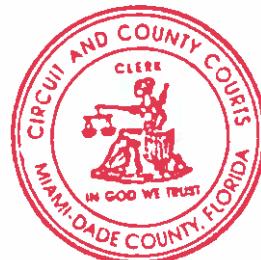
3.7.12 Reservation of Right of Developer to Grant Additional Easements. For as long as the Developer holds a Unit in the Condominium for sale in the ordinary course of business, Developer shall have the right to grant additional easements over the Condominium Property that Developer deems necessary for the continued development and operation of the Condominium and/or Century Park West Clubhouse. Developer may grant easements, without the joinder of the Association, or any lender. This section may not be amended by any other than the Developer without the joinder of the Developer.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, membership in Association designated in this Declaration, with the full voting rights appertaining thereto, and except as provided herein, the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from and shall pass with the title to the Unit, whether or not separately described. All of these aforescribed appurtenances to a Unit, except as elsewhere provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.

5.1 Percentage Ownership and Shares. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, is as set forth in Exhibit 6 attached hereto and made a part hereof.

5.2 Voting. Each Unit shall be entitled to one (1) vote to be cast by its Unit Owner(s) in accordance with the provisions of the By-Laws and Articles. Each Unit Owner shall be a member of Association.



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6. Amendments.

6.1 Amendment by Association.

6.1.1 Proposal. Amendments to this Declaration may be proposed by the Board by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the Owners of a majority of the Units, whether by vote of such Owners as members of Association at a special or regular meeting of the members or by written instrument signed by them. Any amendment to this Declaration so proposed by the Board or members of Association shall be transmitted to the President of Association, or, in the absence of the President, to a Vice President or other acting chief executive officer.

6.1.2 Notice. Notice of the subject matter of the proposed amendment to this Declaration shall be included in the notice of any regular or special meeting of Association at which such proposed amendment is to be considered.

6.1.3 Adoption. Except as elsewhere provided, approval of an amendment must be by affirmative vote of:

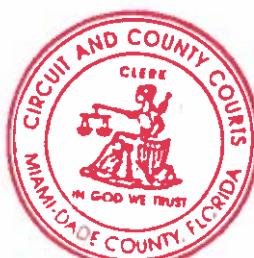
- Unit Owners owning in excess of fifty percent (50%) of the Voting Interests represented at any meeting at which a quorum has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the Board; or,
- Unit Owners owning not less than eighty percent (80%) of the Voting Interests represented at any meeting at which a quorum has been attained; or,
- Prior to the date upon which Unit Owners other than the Developer control the Board, one hundred percent (100%) of the Board. Notwithstanding the foregoing, if the Act requires Unit Owner approval for the amendment being considered, then the amount of Unit Owner approval required under the Act will also be necessary for the approval of the amendment. Notwithstanding the foregoing, if the Act requires Unit Owner approval for the amendment being considered, then the amount of Unit Owner approval required under the Act will also be necessary for the approval of the amendment.

6.1.4 Not Present. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

6.2 By Developer. For so long as Developer holds any Units in the Condominium for sale in the ordinary course of business, Developer may, without joinder or consent of Association or any Unit Owner or mortgagee, adopt and record an amendment to this Declaration for the purpose of correcting a defect, error or omission in or of this Declaration not materially affecting the rights of Owners, lienors or mortgagees. The execution and recording of any amendment by Developer pursuant to this Section shall be effective as provided below unless subsequently

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rescinded. Without in any way limiting the generality of the foregoing, and except as prohibited by the Act as it exists on the date hereof (e.g., those actions governed by Section 718.110(4) and (8) of the Florida Statutes (2013), as long as Developer owns one or more Units in the Condominium for sale in the ordinary course of business, Developer shall have an absolute right to make any amendment to this Declaration, including, without limitation, any amendments that are requested or required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or any other governmental or quasi-governmental body which owns or expects to own one or more institutional first mortgages on Units or to insure the payment of one or more such mortgages or that are requested or required by any Institutional First Mortgagee or prospective Institutional First Mortgagee to enhance the marketability of its first mortgages on Units to one or more of the foregoing.

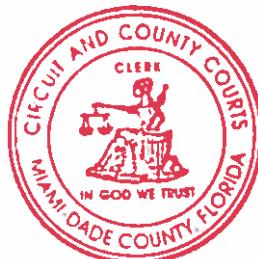
**6.3     Execution and Recording.** An amendment, other than amendments made by Developer pursuant to the Act or this Declaration, shall be evidenced by a certificate of Association which shall include recording information identifying this Declaration and shall be executed in the form required for the execution of a deed. Amendments by Developer must be evidenced in writing, but a certificate of Association is not required. An amendment of this Declaration is effective when properly recorded in the Public Records of County.

**6.4     Procedure.** The procedure for adopting amendments and the form of all amendments shall be in conformance with the requirements of the Act. No provision of the Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens. However, the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision for present text."

**6.5     Restrictions on Amendments.**

No amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Unit Owner shares the Common Expenses and owns the Common Elements and Common Surplus, unless the record Owner of the Unit and all record Owners of liens on the Unit join in the execution of the amendment and unless all the record owners of all other Units in the Condominium approve the amendment. The acquisition of property by the Association and material alterations or substantial additions to such property or the Common Elements by the Association in accordance with Section 718.111(7) of the Florida Statutes (2013).

No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to Developer, without the written consent of Developer. This provision may not be amended.



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No amendment shall materially affect the rights or interests of Institutional First Mortgagees without their prior consent, which shall be evidenced as provided in the Act and which shall not be unreasonably withheld. It shall be presumed that, except as to those matters set forth in Sections 718.110(4) and (8) of the Florida Statutes (2007), amendments to the Declaration do not affect the rights or interests of Institutional First Mortgagees. In securing consent or joinder, the Association shall be entitled to rely upon the public records to identify the holders of outstanding mortgages. The Association may use the address provided in the original recorded mortgage document, unless there's a different address for the holder of the mortgage in a recorded assignment or modification of the mortgage, which recorded assignment or modification must reference the official records book and page on which the original mortgage was recorded. Once the Association has identified the recorded mortgages of record, the Association shall, in writing , request of each Unit Owner whose Unit is encumbered by a mortgage of record any information the Owner has in his or her possession regarding the name and address of the person to whom the mortgage payments are currently being made. Notice shall be sent to the person if the address provided in the original recorded mortgage document is different from the name and address of the mortgagee or assignee of the mortgage as shown by the public record. The Association shall be deemed to have complied with this requirement by making the written request of the Unit Owners required under this Paragraph. Any notices required to be sent to the mortgagees under this Paragraph shall be sent to all addresses provided to the Association. Any notices to the mortgagee required under this Paragraph may be sent by a method that establishes proof of delivery, and any mortgagee who fails to respond within 60 days after the date of mailing shall be deemed to have consented to the amendment. For those amendments requiring mortgagee consent on or after October 1, 2007, in the event mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association recorded in the public records of the county where the declaration was recorded. Any amendments adopted without the required consent of the mortgagee shall be voidable by a mortgagee who was entitled to notice and an opportunity to consent. An action to void an amendment shall be subject to the statute of limitations beginning 5 years after the date of discovery as to the amendment s described above, and 5 years after the date of the recordation the certificate of amendment for all amendments. This provision shall apply to all mortgages, regardless of the date of recordation of the mortgage.

7. Maintenance and Repairs. Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit Owners located or situated within the Condominium shall be as follows:

7.1 Units. Each Unit Owner shall maintain, repair and replace, as necessary and whether ordinary or extraordinary, all portions of his Unit, including but not limited to entrances, fixtures, screens, windows (both sides, provided that exterior surfaces of windows which are not accessible to Unit Owner shall be washed by Association and the cost thereof shall be a Common Expense), the foyer door, all screen doors, and all other doors and door hardware within or affording access to a Unit, that portion of the mechanical, electrical (including all wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment including equipment exclusively serving a Unit and located on the roof of the Building, thermostats fixtures and outlets, smoke alarms, appliances, carpets and other floor covering lying within the boundaries of the Unit, all interior surfaces including interior partitions (and, in general, the entire interior of



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the Unit) at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. All maintenance, repairs and/or replacements for which Unit Owner is responsible and obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. Notwithstanding the obligation of Unit Owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by Association for loss of or damage to or within Units (if any such insurance is available) shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to perform the necessary work at the cost of the Unit Owner and shall be entitled to access to the Unit for that purpose or for the repair, replacement and maintenance of the Limited Common Elements and other facilities.

## 7.2 Limited Common Elements.

7.2.1 General. Each Unit Owner shall maintain, repair and replace, as necessary and whether ordinary or extraordinary, all non-structural portions of Limited Common Elements exclusively serving his or her Unit, including but not limited to fixtures, light bulbs, ceiling fans, screen doors, screening, the foyer door, all garden items and the grass, plants, shrubs and flowers within such Limited Common Element, if applicable, and all other doors within or affording access to a Limited Common Element, that portion of the electrical (including wiring), plumbing, if any (including fixtures and connections), fixtures and outlets, appliances, floor covering lying within the boundaries of the Limited Common Element, all interior surfaces (and, in general, the entire interior of the Limited Common Element) at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

7.2.2 Patios, Balconies and Terraces. The Unit Owner shall be responsible for maintenance and care of the patios, balconies and terraces, including, without limitation, all wiring, electric outlets, lighting fixtures, flooring, screening, or screened doors, if applicable. Unit Owners may not, however, screen or tile the balconies. Unless damage is caused due to the Unit Owner's negligence, Association shall be responsible for maintaining all structural components of the patios, balconies and terraces, including, without limitation, any rebar running through or underneath such facilities and the post and the below ground footer that stabilizes the posts that support the overhang, if any, and such cost will be a Common Expense.

7.2.3 Parking Spaces, Mailboxes, Guardhouse, Fences and other Limited Common Elements. Unless otherwise provided in this Declaration, Association shall be responsible for performing necessary maintenance, repairs and replacements, and keeping in clean and orderly condition, any parking spaces, mailbox facilities, trash disposal facilities, guardhouse, fences, or other facilities, if any, designated herein as Limited Common Elements, and the cost of the same shall be treated as Common Expenses assessed against all Unit Owners.

7.2.4 Air Handling Equipment. The Unit Owner shall be responsible for maintenance and care of the air handling equipment exclusively serving a Unit which is on the



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roof of the Building, including, without limitation, all wiring, plumbing, mounting, supports, attachments, and electric and other connections.

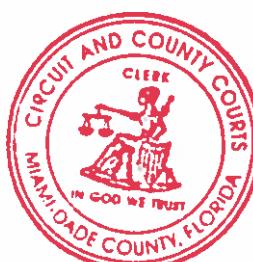
7.2.5 Failure to Perform Responsibilities. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement of Limited Common Elements, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to perform the necessary work at the cost of the Unit Owner and shall be entitled to access to all Limited Common Elements for that purpose or for the repair, replacement, and maintenance of all Limited Common Element screening and other facilities.

7.3 Common Elements. Except to the extent (i) expressly provided to the contrary herein, or if (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than Limited Common Elements as provided above) shall be performed by Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners.

7.4 Paved Common Elements. Without limiting any other provision of this Declaration, Association is responsible for the maintenance of all roads, pathways, and sidewalks forming a part of the Common Elements, including, without limitation, the pruning of roots in the paved Common Elements. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of the parking garage and all roads and sidewalks forming a part of the Common Elements by a licensed paving contractor and/or engineer with a Florida Department of Transportation Asphalt Pavement Certification. The cost of such inspection shall be a part of the Common Expenses of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the parking garage forming part of the Common Elements annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. From and after the Turnover Date, Association should monitor the roads and sidewalks forming the Common Elements monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

7.5 Association's Right of Access to Units. Association has the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements, or for making emergency repairs which are necessary to prevent damage to the Common Elements, Limited Common Elements, or to another Unit or Units.

7.6 Light Fixtures. The light fixtures on the ceilings of the corridors are Common Elements that will be maintained and operated by Association. If Developer installs light fixtures



immediately outside each Unit and/or in the balconies, such light fixtures shall be maintained and operated by each applicable Unit Owner.

7.7 Miscellaneous. All work performed on the Condominium Property or any portion thereof shall be in compliance with all applicable governmental building and zoning requirements. All plumbing and electrical maintenance, repairs, and replacements shall be made only by entities and/or individuals duly insured, licensed, if applicable, and qualified to perform such services.

7.8 Guard, Concierge and/or Shared Manager. Association may, but is not obligated to retain a guard, concierge, and/or manager to assist the Board in connection with the operations of Association. Without limiting any other provision hereof, Association may hire a concierge who will perform services for individual Unit Owners for which a Use Fee may or may not be charged.

7.9 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Elements or Limited Common Elements are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Elements or Limited Common Elements and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Elements or Limited Common Elements deemed defective by Developer during its inspections of the same. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree are a fair and reasonable remedy. Notwithstanding the foregoing, Association shall have all rights and remedies available under Chapter 718, Florida Statutes, including Sections 718.303(1) and 718.506, Florida Statutes and, with respect to claims alleging a "construction defect" (as defined in Section 558.002(4), Florida Statutes, the provisions of Chapter 558, of the Florida Statutes, shall apply.

8. Architectural Control by Association. Any alterations, additions and improvements to the Condominium Property shall comply with the following:

8.1 Alterations by Unit Owners Other than Developer. No Unit Owner other than Developer, provided Developer shall own at least one (1) Unit in the Condominium for sale in the ordinary course of business shall, without first having obtained the written consent of the Board and all required governmental approvals and permits, make any alteration, replacement, decoration, enclosure, or addition in or to the Common Elements (including any Limited Common Element appurtenant to a Unit) or any exterior portion of the Building (whether a part of a Unit or



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a part of the Common Elements), except for replacement of a foyer door, glass or screening contained in a Unit or Limited Common Element with a glass, screen or door identical to the material that is being replaced. Without limiting the generality of the foregoing, no Unit Owner other than Developer, provided Developer shall own at least one (1) Unit in the Condominium for sale in the ordinary course of business shall, without having first obtained the prior consent of the Board, shall:

8.1.1 change, modify and remove, in whole or in part, replace, reroute, or otherwise affect any column, wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for; or

8.1.2 change, modify or otherwise affect in any manner any mechanical, Utilities, electrical, plumbing, Telecommunication Services, architectural or structural system or element of the Building; or

8.1.3 remove, or change the style, pattern, material, texture or outside color of any door, window, fixture or equipment in or on an exterior of a Unit or Building wall; or

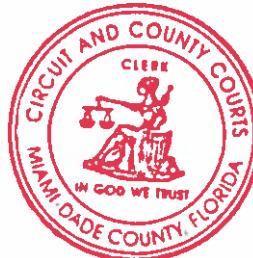
8.1.4 cover, from the inside or outside, the glass or other transparent or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, any and all of which shall conform to building standards and Rules from time to time promulgated by the Board; or

8.1.5 affix to or cover any exterior door or window, or otherwise install on the exterior of any Unit or the Building, any storm or hurricane shutter which has not been approved by Association or any awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance; or

8.1.6 change, modify or otherwise affect in any manner the impact resistant glass windows and sliding glass doors, if such glass was installed; or

8.1.7 otherwise change, modify or alter the exterior of any Unit or Building so that it thereby differs in appearance from any other Units of the same type.

8.2 Requests for Approval. All requests by Unit Owners for approval of alterations or additions shall be submitted to the Board in writing together with (a) two (2) copies of such plans and specifications as the Board shall require to evaluate the request, and (b) such reasonable fee as from time to time may be fixed by the Board to defray the expenses of reviewing such requests. The Board shall have a period of thirty (30) days after the date of its receipt of any such request within which to approve or disapprove the same. Any Unit Owner making an addition, alteration, or improvement shall be deemed to have agreed to indemnify and hold Association and all other Unit Owners harmless from all damages and liability which results from such addition, alteration or improvement. In the event any Unit Owner performs any alterations, improvements, or additions without having obtained the consent of the Board, Association shall have all remedies provided by the Act and the right to seek injunctive relief. In addition, Association may remove



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or modify any such alterations, improvements or additions at the Unit Owner's expense and shall be entitled to access to the Unit for the purpose of doing so.

8.3 Alterations by Association. Whenever, in the judgment of the Board, the Common Elements or any part thereof shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of ten Thousand Dollars (\$10,000.00) in the aggregate in any calendar year, Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Voting Interests represented at a meeting at which a quorum is attained. Any such additions, alterations, or improvements to such Common Elements or any part thereof costing in the aggregate of ten Thousand Dollars (\$10,000.00) or less in a calendar year may be made by Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. The dollar cap provided in this Section shall be adjusted annually to take into account changes in the cost of living as reflected in any nationally available Consumer Price Index selected by the Board.

8.4 Alterations by Developer. As long as Developer is offering at least one (1) Unit in the Condominium for sale in the ordinary course of business, Developer shall have the right, without the vote or consent of Association to:

8.4.1 Make structural and non-structural changes, alterations, additions, or improvements in and to the Unit(s) owned by Developer and to change the interior design and arrangement of such Developer-owned Unit(s);

8.4.2 Change the size and/or number of Developer owned Units by combining all or part of two (2) or more Developer owned Units or by subdividing one (1) or more Developer owned Units (including any Units resulting from the prior combination of two (2) or more of Developer owned Units) or otherwise, and to reapportion among the affected Developer-owned Units their appurtenant undivided interest in the Common Elements, all only to the extent permitted by and according to the procedures provided in the Act. Any change in the number or size of Developer-owned Units and any reapportionment of that appurtenant undivided interest in the Common Elements shall be reflected by an amendment to this Declaration which shall contain a survey reflecting the change.

9. Operation of the Condominium by Association; Power and Duties; Limitation Upon Liability of Association. Association shall be the entity responsible for the operation of the Condominium. The powers and duties of Association shall include those set forth in the Articles and By-Laws. Notwithstanding the duty of Association to maintain and repair parts of the Condominium Property, Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair caused by any condition of the Condominium Property.

10. Assessments. Association has been granted the right to make, levy and collect Assessments against the Owners of all Units to provide the funds necessary for proper operation and management of the Condominium. The following provisions shall govern the making, levying



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and collecting of such Assessments for Common Expenses, and the payment of the costs and expenses of operating and managing the Condominium by Association.

10.1 Determination of Assessments. The Board shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner shall be liable for his share of all Common Expenses which shall be in the same percentage as his or her ownership of the Common Elements.

10.2 Association as Unit Owner. Should the Association become the Unit Owner of a Unit, the Assessment which would otherwise be due and payable to Association by the Unit Owner of such Unit, reduced by the amount of income which may be derived from the leasing of such Unit by Association, shall be apportioned and the Assessment therefore levied ratably among the Owners of all Units which are not owned by Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to the Unit owned by Association.

10.3 Time for Payment. The Assessment for Common Expenses levied against each Unit Owner shall be payable in monthly installments on the 1<sup>st</sup> day of each month. The Unit Owner is responsible for the payment of Assessments as of the date that such Unit Owner closes on the purchase of the Condominium Parcel.

10.4 Working Capital Fund. Association has established a working capital fund for the operation of Association (the "Working Capital Fund") in an amount equal to two (2) months of Assessments for each Unit. Each Unit's share of the Working Capital Fund (an amount equal to two (2) months Assessments) shall be collected from each Unit Owner that purchases a Unit from Developer at the time when the purchase of the Unit closes. The purpose of the Working Capital Fund is to assure that Association will have cash available to meet unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the Working Capital Fund are not to be considered as advance payment of Assessments. The Working Capital Fund may not be used by Developer to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while Developer is in control of Association. Notwithstanding the foregoing, Developer may reimburse itself for funds it paid to Association, if any, for an unsold Unit's share of the Working Capital Fund, by using funds collected at closing when the sale of the Unit closes. Developer will transfer the Working Capital Fund to Association when control of Association is transferred to Unit Owners. The Working Capital Fund shall be a segregated fund of Association. Further, the Working Capital Fund may not be used in a manner inconsistent with Section 718.116(9) (b) of the Florida Statutes.

10.5 Annual Budget. The Board shall, in accordance with the By-Laws of Association, establish an annual budget in advance for each fiscal year, which shall correspond to the calendar year, which shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium and all property owned by Association, including, to the extent required by law or when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves, and shall estimate all income to be collected



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during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit Owner, and the Assessment for the year shall be based upon such Budget; provided, however, that failure to deliver a copy of the Budget to a Unit Owner shall not affect the liability of such Unit Owner for the Assessments. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the Assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional Assessment or Assessments as it shall deem necessary. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws. Additionally, the charges for Telecommunication Services, if any, to be provided to all of the Units of the Condominium, shall be deemed to be a Common Expense. The Board, in determining the amount of the Assessments payable by the Unit Owners, shall be authorized to include such charges in the estimated operating budget for the Condominium. Accordingly, the provisions contained in Section 11 of this Declaration with respect to the collection of Assessments shall be applicable to the charges for Telecommunication Services.

10.6 Reserve Funds. The Board, in establishing each annual budget, shall include therein sums to be collected and maintained as a reserve funds for the repair and replacement of Common Elements and personal property held for the joint use and benefit of the Owners of all Units as required by the Act. Developer may vote to waive reserves or reduce the funding of reserves in accordance with the rights and obligations set forth in the Act.

10.7 Special Assessments. The specific purpose or purposes of any Special Assessment approved in accordance with this Declaration, Articles, or By-Laws shall be set forth in a written notice of such Special Assessment sent or delivered to each Unit Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.

10.8 Use Fees. The Board has the right, but not an obligation, to establish use fees ("Use Fees") from time to time for the exclusive use of any portion of the Common Elements. Alternatively, the Board may elect not to charge Use Fees and include the costs of all or any of the foregoing in Common Expenses, which will then be shared by all Unit Owners in accordance with their percentage interest in the Common Elements

## 11. Collection of Assessments.

11.1 Delinquency or Default. The payment of any charges or Assessment or installment thereof due to Association shall be in default if not paid to Association on or before the date due. When in default, the delinquent charges, Assessments or installments thereof shall bear interest at the highest rate permissible by law until the same, and all interest due thereon, have been paid in full.

11.2 Personal Liability of Unit Owner. The Owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to Association for the payment of all charges for Assessments for Common Expenses, regular or special, interest on such delinquent charges,



Assessments or installments thereof as above provided, and for all costs of collecting the charges, Assessments and interest thereon, including reasonable attorneys' fees and paraprofessional fees and costs (at the trial and appellate levels), whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

11.3 Liability not Subject to Waiver. No Unit Owner may exempt himself from liability for any Assessment or charge levied against such Unit Owner and his or her Unit by waiver of the use or enjoyment of any of the Common Elements, Limited Common Elements, or property owned by Association, or by abandonment of the Unit, or in any other manner.

11.4 Lien for Assessment. Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements and upon any Limited Common Elements appurtenant to any such Unit, which lien shall and does secure the monies due for all: (1) Assessments levied against the Unit and the Unit Owner(s), thereof, and (2) interest, if any, which may become due on delinquent Assessments or charges owing to Association, and (3) reasonable costs and expenses, including actual attorneys' fees, paraprofessionals' fees and costs, (at the trial and appellate levels), which may be incurred by Association in enforcing its lien upon the Unit and its appurtenances. The lien granted to Association may be established and foreclosed in the Circuit Court in and for the County, and in any suit for the foreclosure of such lien, Association shall be entitled to seek an order of court that it is entitled to (i) collect rent from the Unit Owner from the date on which the payment of any Assessment of the Unit or installment thereof became delinquent and (ii) obtain the appointment of a receiver for such Unit. The lien of Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by Association to preserve and protect its lien, together with interest at the highest rate permitted by law on all such advances made for such purpose, and the priority of the lien shall relate back to the date upon which this Declaration was recorded, except as otherwise provided in the Act. No foreclosure judgment may be entered against a Unit Owner until at least thirty (30) days after Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments and/or charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments and/or charges, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, Association may not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and paraprofessional fees and costs as permitted by law. The notice requirements of this Section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

11.5 Recording and Priority of Lien. The lien of Association shall be effective from and after recording in the Public Records of County a claim of lien stating the name and address of Association, the description of the Unit encumbered thereby, the name of the record Unit Owner, the amount and the date when due, and shall continue for one (1) year unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction, in which case the lien shall continue until such action is brought to completion. Such claims of lien shall include Assessments and charges which are due and which accrue subsequent to the recording of the claim

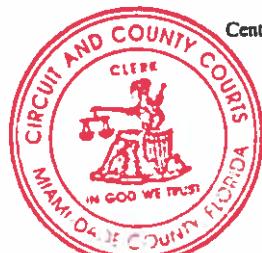


of lien and prior to the entry of a certificate of title, plus interest, costs, attorneys' fees and paraprofessional fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording Association's claim of lien except that the lien of Association for tax or special assessment advances made by Association where any taxing authority having jurisdiction levies any tax or special assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interests in Common Elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to Association's claim of lien therefor, and Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an Assessment levied pursuant to this Declaration.

**11.6 Effect of Foreclosure or Judicial Sale.** Subject to the provisions of Section 11.9 hereof, a Unit Owner, regardless of how title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments which come due while he or she is the Unit Owner, and is also jointly and severally liable with the previous Unit Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the current Unit Owner may have to recover from the previous Unit Owner the amounts paid by the current Unit Owner.

**11.7 Effect of Voluntary Transfer.** When a Unit Owner proposes to lease, sell or mortgage the Condominium Parcel in compliance with other provisions of this Declaration, Association, upon written request of the Unit Owner, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any Assessment or charge which shall be due and payable to Association by the Unit Owner. Such statement shall be executed by any officer of Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and Association shall be bound by such statement. With any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments and charges against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore. In the event that a Unit is conveyed when payment of any Assessment or charge against the Owner of the Unit and the Unit which is due to Association shall be in default (whether or not a claim of lien has been recorded by Association), then the party acquiring title shall pay the amount owed to Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided in Section 11 for the collection of unpaid Assessments.

**11.8 No Election of Remedies.** Institution of a suit at law to attempt to effect collection of the payment of any delinquent Assessment or charge shall not be deemed to be an election by Association which shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.



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### **11.9 Institutional First Mortgagees.**

11.9.1 The liability of an Institutional First Mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of: (i) the Unit's unpaid regular periodic Assessments for Common Expenses which accrued or came due during the twelve (12) months period immediately preceding the acquisition of title and for which payment in full has not yet been received by Association; or (ii) one percent (1%) of the original mortgage debt. The provisions of this Section shall not apply unless the Institutional First Mortgagee joins Association as a defendant in the foreclosure action. Joinder of Association is not required if, on the date the complaint is filed, Association was dissolved or did not maintain an office or agent for service of process at a location which was known to, or reasonably discoverable by the first mortgagee.

11.9.2 The Institutional First Mortgagee or its successor or assignees acquiring title shall pay the amount owed to Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle Association to record a claim of lien against the Unit and proceed in the same manner as provided in this Section for the collection of unpaid Assessments.

11.9.3 The provisions of this Subsection shall not be available to shield an Institutional First Mortgagee from liability for Assessments in any case where the unpaid Assessments sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage.

11.9.4 In the event of the acquisition of title to a Unit by foreclosure or judicial sale or by deed in lieu of foreclosure, any Assessment(s) or charge(s) as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Unit Owners as a part of the Common Expenses, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent Assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

### **11.10 Developer's Liability for Assessments.**

11.10.1 Developer shall be excused from the payment of the share of the Common Expenses and Assessments relating to Units it is offering for sale for a period beginning with the recording of this Declaration and ending on the date upon which Unit Owners control the Board. Provided that the regular monthly Assessments for Common Expenses imposed on each Unit Owner other than Developer shall not increase during the First Year over the amount set forth below:

11.10.1.1 First Year. The First Year shall commence with the recording of this Declaration and end on December 31, 2017. The Assessments for Common Expenses shall not increase over the amounts shown below during the First Year.



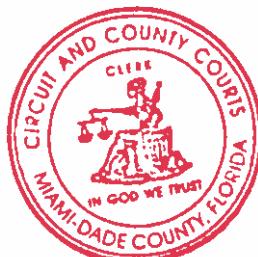
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<u>Unit Type</u>	<u>Number of Units</u>	<u>Monthly Assessment Per Unit</u>	<u>Annual Assessment Per Unit</u>
Unit A	15	94.05	1,128.60
Unit B	37	108.25	1,299.00
Unit C	15	107.37	1,288.44
Unit CII	7	120.36	1,444.32
Unit D	37	101.91	1,222.92
Unit E	8	105.84	1,270.08
Unit F	8	122.94	1,475.28
Unit G	8	87.31	1,047.72

11.10.2 Developer shall be obligated to pay any amount of Common Expenses actually incurred and not produced by the Assessments at the guaranteed levels receivable from Unit Owners. The Guarantee Expiration Date may be unilaterally extended by Developer for one or more successive periods of six (6) months each until such time as Developer does not own any Units in the Condominium, provided that the regular monthly Assessments for Common Expenses equally imposed on each Unit Owner other than Developer shall not increase over the amount provided in Interval No. 3.

11.10.3 No funds receivable from Unit purchasers or Unit Owners payable to Association or collected by Developer on behalf of Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the estimated operating budget for the first twelve (12) months of operation contained in the Offering Circular (Prospectus) delivered to Unit purchasers or Unit Owners when Unit purchasers or Unit Owners contracted to purchase a Unit, if applicable, shall be used for payment of Common Expenses prior to the Guarantee Expiration Date. This restriction shall apply to funds including, but not limited to, capital contributions, reimbursements for utility deposits or start-up funds collected from Unit purchasers at closing. If an audit of the Association's financial records, performed for the period which includes the Guarantee Expiration Date (including any extensions thereof), reveals that Developer has funded a greater amount than required under this Section, then any such excess shall be promptly refunded to the Developer by Association.

11.11 Possession of Unit. Subject to Association's rights under this Declaration and under law, any person who acquires an interest in a Unit, except Institutional First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including, without limitation, persons acquiring title by operation of law, shall be entitled to occupancy of the Unit and enjoyment of the Common Elements.



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11.12 Certificate of Unpaid Assessments. Association shall provide a certificate stating all Assessments, Special Assessments and other moneys owed to Association by the Unit Owner with respect to the Condominium Parcel, within fifteen (15) days after request by a Unit Owner, purchaser, or Institutional First Mortgagee.

12. Insurance. Insurance covering portions of the Condominium Property shall be governed by the following provisions:

12.1 Insurance Trustee. At any time the Board shall have the option to appoint a bank or trust company in Florida with trust powers to act as its insurance trustee ("Insurance Trustee") hereunder. Insurance Trustee and Association shall enter into a written agreement outlining the duties and obligations of Insurance Trustee and Association with respect to the requirements of this Declaration. Insurance Trustee (if appointed) shall not be liable for payment of insurance premiums, nor for the renewal or the sufficiency of insurance policies nor for the failure to collect any insurance proceeds. If Association does not appoint an Insurance Trustee, Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. The sole duty of Insurance Trustee shall be to receive such proceeds of property insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of Association, Unit Owners and their respective mortgagees, to be disbursed as herein provided. Association shall pay a reasonable fee to Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit Owners as a Common Expense. Insurance Trustee shall be liable only for its willful misconduct or gross negligence, and then only for such money as may come into the possession of Insurance Trustee.

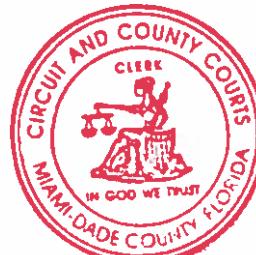
12.2 Named Insured. The named insured shall be Association, individually, and as agent for Unit Owners covered by the policy, without naming them and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be additional insured. Named as an insured may also be Association's authorized representative, on behalf of Association, including Insurance Trustee or any successor to Insurance Trustee.

12.2.1 Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to Insurance Trustee (if appointed), or to Association (if no Insurance Trustee is appointed), and all policies and endorsements thereto shall be deposited with Insurance Trustee (if appointed) or otherwise with Association.

12.2.2 Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy.

12.3 Coverage. Association shall maintain insurance covering the following:

12.3.1 Property Insurance. The Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units initially installed, or replacements thereof, of like kind or quality in accordance with the original plans and



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specifications therefor, or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available, but excluding floor coverings, wall coverings and ceiling coverings, all furniture, furnishings, electrical fixtures, appliances, air-conditioning or heating equipment, water heaters, built-in cabinets or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners) and all Improvements located on the Common Elements from time to time, together with all service machinery contained therein (collectively, the “Insured Property”), shall be insured, to the extent available, in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof, excluding foundation and excavation costs so that there will be no co-insurance applicable. The insurance policy shall provide a replacement cost valuation. Such policies may contain reasonable deductible provisions as determined by the Board (and approved by Developer so long as Developer owns a Unit in the Condominium for sale in the ordinary course of business). Such coverage shall afford protection against loss or damage by fire and other hazards covered on an all-risk basis.

12.3.2 Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board, but with combined single limit liability of not less than \$2,000,000 for each occurrence. The limits required herein can be satisfied by using an umbrella liability policy. Each policy shall have a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

12.3.3 Workers’ Compensation Insurance. Workers’ compensation including employer’s liability in an amount determined by the Board and other mandatory insurance, when applicable.

12.3.4 Flood Insurance. Flood insurance if Association so elects.

12.3.5 Fidelity Insurance. Fidelity insurance, if required under the provisions of the Act, covering all directors, officers and employees of Association and managing agents who handle Association funds, if any.

12.3.6 Directors and Officers Insurance. Directors and officers insurance, if desired and/or required under the provisions of the Act, covering all directors, officers and employees of Association, for claims arising out of their alleged “wrongful acts.”

12.3.7 Windstorm Coverage. Windstorm coverage if Association so elects.

12.3.8 Other Insurance. Such other insurance as the Board shall determine from time to time to be desirable.

12.3.9 Waiver of Subrogation. When appropriate and obtainable, each of the foregoing policies shall waive the insurer’s right of subrogation against Association and against the Unit Owner’s individually and as a group.

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12.4 Premiums. Premiums upon insurance policies purchased by Association shall be paid by Association as a Common Expense. Premiums may be financed in such manner as the Board deems appropriate.

12.5 Proceeds. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit.

12.6 Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

12.7 Distribution of Proceeds. Proceeds of insurance policies received by Insurance Trustee (if appointed) or Association shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

12.7.1 Expenses of the Trust. All expenses of Insurance Trustee (if appointed) shall be first paid or provisions shall be made therefor.

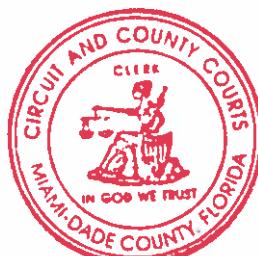
12.7.2 Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them. Regardless of any delay in disbursement, only Unit Owners holding title at the time of any disbursement of insurance proceeds shall have any rights to the same.

12.7.3 Failure to Reconstruct or Repair. If elsewhere it is determined in the manner provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 12.7.2 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners. This is a covenant for the benefit of any Institutional First Mortgagee of a Unit and may be enforced by them.

12.7.4 Certificate. In making the distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of Association made by its President, Vice President, and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution. Insurance Trustee (if appointed) may rely upon a certificate of Association made by its President or Vice-President to determine whether or not the damaged property is to be reconstructed or repaired.

12.8 Association as Agent. Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to purchase and maintain insurance policies, collect and appropriately distribute the proceeds of insurance policies, execute

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and deliver releases upon the payment of claims and execute any documents necessary for the performance of any of the insurance provisions of the Condominium Documents. Association may designate Insurance Trustee to act as the attorney-in-fact.

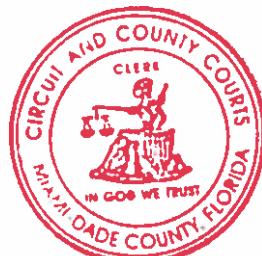
**12.9 Unit Owners Personal Coverage.** Unit Owners should obtain insurance coverage at their own expense upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioning and heating equipment, water heaters and built-in cabinets. Unit Owners should also obtain personal liability and living expense insurance. Insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against Association. Unless Association elects otherwise, the insurance purchased by Association shall not cover claims against a Unit Owner due to accidents occurring within his or her Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Unit Owner so desires, to purchase and pay for insurance as to all such other risks not covered by insurance carried by Association.

**13. Reconstruction or Repair After Fire, Acts of Terrorism or Other Casualty.**

**13.1 Determination to Reconstruct or Repair.** In the event of damage to or destruction of the Insured Property, the Board shall arrange for the prompt repair and restoration of the Insured Property; provided, however if seventy-five percent (75%) or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning eighty percent (80%) of the applicable interests in the Common Elements vote not to proceed with the repair or restoration thereof, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit, and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of Association; provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his or her share of such funds all mortgages and liens on his or her Unit in the order or priority of such mortgages and liens.

**13.2 Plans and Specifications.** Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements; or if not, then in accordance with the plans and specifications approved by the Board, and if the damaged property which is to be altered is the Building, by a majority of Unit Owners. Notwithstanding the foregoing, each mortgagee of a Unit which will be altered shall have the right to approve the plans for the alteration, which approval shall not be unreasonably withheld.

**13.3 Unit Owner Responsibility.** If there is damage to those parts of the Condominium for which the responsibility of maintenance and repair is that of the Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair. In all other instances, the responsibility for all necessary reconstruction and repair shall be that of Association.



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13.4 Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which Association has the responsibility of reconstruction and repair, Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

13.5 Special Assessments and Additional Charges. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by Association, or if at any time during reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments on account of damage to the Insured Property shall be in proportion to all of the Owner's respective shares in the Common Elements.

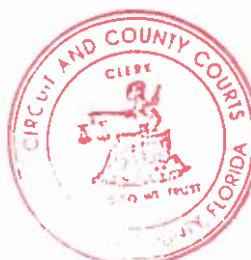
13.6 Disbursement of Construction Funds. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

13.6.1 Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of Association is less than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs upon the order of the Board; provided, however, that upon request to Association by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

13.6.2 Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of Association is more than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Section 13.6.1 above, but then only upon the further approval of an architect qualified to practice in Florida and employed by Association to supervise the work.

13.6.3 Surplus. It shall be presumed that the first moneys disbursed in payment of cost of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated, except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

13.6.4 Certificate. Notwithstanding the provisions herein, Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners upon Special Assessments shall be deposited by Association with Insurance Trustee (if appointed), nor to determine whether the disbursements from the construction fund are to be made upon the order of Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Special Assessments paid by Unit Owners, nor to determine the



payees nor the amounts to be paid. Insurance Trustee (if appointed) may rely upon a certificate of Association, made by its President or Vice President, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

14. Condemnation.

14.1. Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee (if appointed).

14.2. Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain shall also be deemed to be a casualty.

14.3. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 14 specifically provided.

14.4. Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

14.4.1. Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Unit Owner.

14.4.2. Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Unit Owner and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and such mortgagees.

14.5. Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:



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14.5.1 Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagee in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to Association for any due and unpaid Assessments and Special Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

14.5.2 Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

14.5.3 Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus equally among the reduced number of Unit Owners (and among reduced Units).

14.5.4 Special Assessments. If the balance of the award (after payments to the Unit Owner and such Unit Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Unit Owners after the changes in the Condominium affected by the taking. The Special Assessments shall be made in proportion to the applicable percentage shares of those Unit Owners after all adjustments to such shares affected pursuant hereto by reason of the taking.

14.5.5 Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Unit Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Unit Owners as they exist prior to the adjustments to such shares affected pursuant hereto by reason of the taking.

14.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements or Limited Common Elements usable in the manner approved by the Board; provided that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards



for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Unit Owner and the mortgagees of the Unit.

14.7 Discretion of Board. In circumstances not covered by this Declaration or by law, a two-thirds (2/3) majority of the Board may, upon an opinion of counsel that its decision is reasonable, deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.

14.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are affected by the taking shall be evidenced by an amendment to this Declaration that is only required to be approved by and executed upon the direction of a majority of the Board.

15. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

15.1 Assumption of Risk. Without limiting any other provision in this Declaration, each person within any portion of the Common Elements accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Elements, including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Condominium, and (e) design of any portion of the Condominium. Each person also expressly indemnifies and agrees to hold harmless Developer, Association, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or relating to the person's use of the Common Elements, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Elements do so at their own risk. BY ACCEPTANCE OF A DEED, EACH UNIT OWNER ACKNOWLEDGES THAT THE COMMON ELEMENTS OR SURROUNDING AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING UNIT OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH UNIT OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

15.2 Awnings and Shutters. No awning, canopy, or shutter, including a hurricane or storm shutter, shall be attached or affixed to the exterior of a Unit unless such awning, canopy or shutter has been approved by the Board. Association will specify the type and color of all hurricane shutters which must be uniform for all Units. Hurricane shutters approved by the Board may only be installed and remain in place during a hurricane or hurricane watch or alert, and such shutters must be removed by the respective Unit Owner thereof within forty-eight (48) hours thereafter,



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and if not so removed by a Unit Owner, such shutters may be removed by the Board at the expense of such Unit Owner. Storm shutters are not required as each Unit has impact resistant glass in accordance with the current building code.

15.3 Balconies. Unit Owner may not screen or tile the balconies.

15.4 Barbecue Grills. Barbecue grills are prohibited on any portion of the Condominium.

15.5 Bicycles. Bicycles may not be stored in the balconies or in any place that causes the bicycle to be visible from the exterior of the Buildings.

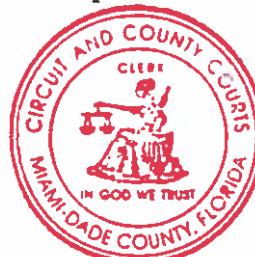
15.6 Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes of which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners.

15.7 Effect on Developer; Association. The restrictions and limitations set forth in this Section 15 shall not apply to Developer or to Units owned by Developer unless the Rules of the Act as it currently exists require otherwise. Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 15 for good cause shown.

15.8 Exterior Improvements; Landscaping. Without limiting the other provisions hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the Building (including, but not limited to, awnings, signs, storm shutters, furniture, fixtures, and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Board; provided, however, a removable United States of America flag or official Flag of the State of Florida and removable official flags, not larger than four and one-half (4 1/2) feet by six (6) feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard may be displayed as permitted by the Act. Prior to placing or affixing satellite dishes or antennas within a Unit or on the Limited Common Elements of the Unit, Unit Owner shall obtain Association's written approval.

15.9 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as is elsewhere herein specified.

15.10 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by Association and shall provide (or, if it does not provide, shall automatically be deemed to provide) that Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and By-Laws of Association, applicable Rules or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by Association. Unit Owners are responsible for providing to their tenants copies of all such documents or instruments.



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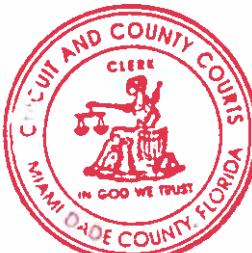
Leasing of Units shall also be subject to the prior written approval of Association, as more particularly explained in Section 16.2 hereof. No Unit may be leased more than two (2) times per year. Each lease must be for a minimum period of six (6) months. No subleasing or assignment of lease rights by the tenant is permitted. Association may also charge a reasonable fee to offset the costs of a background check on tenant. As a condition to the approval by Association of a proposed lease of a Unit, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent (or such greater amount permitted from time to time by the Act) be deposited into an account maintained by Association as permitted by the Act. The security deposit shall protect against damages to the Common Elements or Association Property. A security deposit held by Association under this Section 15.10 shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. The Unit Owner will be jointly and severally liable with the tenant to Association for any amount in excess of such sum which is required by Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases shall also comply with and be subject to the provisions of Section 16 hereof.

15.11 Litter. No article of personal property shall be hung or shaken from the doors or windows of any Unit. No Unit Owner shall sweep or throw from his Unit any dirt or any other materials. No garbage, trash, refuse or rubbish shall be deposited, dumped, or kept on any part of the Common Elements except closed containers deposited in chutes or placed for pick-up in accordance with Rules promulgated by the Board.

15.12 Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which will increase the rate of insurance upon the Condominium Property.

15.13 Parking. Assigned parking spaces located in the parking garage are solely for non-commercial automobiles with a current passenger registration. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than forty-eight (48) hours. Unit Owners may not park in guest Parking Spaces.

15.13.1 No commercial vehicles, campers, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles, boats or boat trailers or vans shall be permitted to be parked or to be stored at any place on the Condominium Property; provided, however, the Board shall have the right to permit vans to be parked for specified periods of time in designated service parking areas. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e. Broncos™, Blazers™, Explorers™, etc.) no longer than 19' or clean "non-working" vehicles such as pick-up trucks and vans not in excess of 3/4 ton or cars, if they are used by the Unit Owner on a daily basis for normal transportation. The term commercial vehicle shall also not be deemed to include law enforcement vehicles. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction or maintenance vehicles in connection with the construction, improvement, installation, or repair by Developer of any part of the Condominium Property. This prohibition of



parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, or to any of Developer's vehicles.

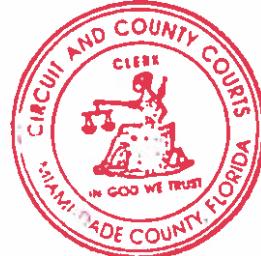
15.13.2 No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.

15.14 Pets. Each Unit may house up to two (2) animals, which may only be domestic cats and/or dogs with a weight of not more than twenty-five (25) pounds per animal, unless such animals are of a breed prohibited by County, City or any other ordinance. Further, each Unit may house fish and/or two (2) domestic (household type) birds, as long as the fish and birds are kept indoors and do not become a source of annoyance to other Unit Owners. Pets shall not be allowed on or about the Common Elements except on a leash of no longer than six (6) feet or when being carried by their owner. No pets shall be left unattended in or on the patio, balcony or other similar area even if the area has been enclosed. No reptiles, wildlife, amphibians, poultry or livestock shall be raised, bred or kept on the Condominium Property. No pets or other animals shall cause or be the source of annoyance, nuisance or disturbance to any other owner or occupant. Each pet owner shall be responsible for the removal and disposal of the pet's feces or waste. The ability to have and keep an animal or pet is a privilege, not a right, and the Board is empowered to order and enforce the removal of any animal or pet which becomes a source of annoyance to other residents of the Condominium or in any way causes any damage to the property. Unit Owners may provide in a lease that tenants shall not be permitted to keep or have pets of any kind. The pet restrictions provided for herein apply to pets visiting a Unit or pets permanently housed in a Unit.

15.15 Rules and Regulations. Reasonable Rules concerning the use of the Condominium Property may be made and amended from time to time by a majority vote of the Board. Copies of such Rules and amendments thereto shall be furnished by Association to all Unit Owners and residents of the Condominium upon request.

15.16 Signs. No signs, advertisement, notice, lettering or descriptive design of any kind shall be displayed or placed upon any part of the Condominium Property except in a place, style and manner approved by the Board in its sole discretion.

15.17 Units. Each Unit shall be used as a residence only, except as otherwise herein expressly provided, and no commercial occupation or activity may be carried on in any Unit except as such occupation or activity is permitted to be carried on by Developer under this Declaration. Notwithstanding the foregoing, a Unit may contain a home office so long as no business invitees visit the Unit and the home business activities do not pose a nuisance to other Unit Owners or residents. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, in addition to such persons' Family Members and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner of or employee of such partnership, (iv) the fiduciary or beneficiary of such trust or other fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, in addition to such person's Family Members and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a



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fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. "Family Members" or words of similar import used herein shall be deemed to include spouse, parents, parents-in-law, brothers, sisters, children, grandchildren, unmarried couples and housekeepers. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. A Unit shall not be subdivided into separate dwellings. The Board shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above.

15.18 Utility Addition. No additional utility fixture or improvement, including, without limitation, any water, sewage, electrical, air conditioning or heating system, line, duct, conduit, pipe, or wire shall be added to service any Unit without the prior written consent thereto by the Board.

15.19 Weight and Sound Restriction. Unless installed by Developer or otherwise first approved by the Board, hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers and bathrooms. Installation of hard surfaced floor coverings (other than by Developer) in any other areas must have sound absorbent padding approved by the Board, or a less dense floor covering, such as carpeting, must be used in such areas. Use of a hard and/or heavy surface floor covering in a location other than the foyer or the bathrooms must be submitted to and approved by the Board and also meet applicable structural requirements.

15.19.1 Also, the installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the Building.

15.19.2 The installation of a waterbed must be submitted and approved by the Board. The Board has the absolute right to deny the installation of the waterbed due to the weight restrictions affecting the Condominium. If the installation of a waterbed is approved by the Board, the Board may require Unit Owner to carry flotation insurance as is standard in the industry in an amount deemed reasonable to protect Unit Owner, Association and other Unit Owners against personal injury and property damage to the Unit and the rest of the Condominium.

15.19.3 The Board may require a structural engineer to review certain of the proposed improvements, with such review to be at the Unit Owner's sole expense. The Board will have the right to specify the exact material to be used on balconies and patios. Any use guidelines set forth by Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting there from and Association has the right to require immediate removal of violations. Applicable warranties of Developer, if any, shall be voided by violations of these restrictions and requirements.

15.19.4 Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. By way of example, certain fans in the



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Condominium may run continuously, causing noise and vibration. Noise from stairwells is normal for this type of building. Flushing toilets, high heels walking on tiles or marble, alarms, pumps and intermittent fans all make noise and vibrations which will be noticeable to some Unit Owners. These sounds are normal, and to be expected. Volumes and pitches may vary, and are not guaranteed. Developer does not make any representation or warranty as to the level of sound transmission between and among Units and other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases Developer from any such warranty and claim for loss or damages resulting from sound transmission.

16. Selling, Leasing and Mortgaging of Units. In order to maintain complementary uses, congenial neighbors and to protect the value of Units, the transfer of title to or possession of Units by any Unit Owner shall be subject to the following provisions so long as the Condominium exists, which provisions each Unit Owner covenants to observe:

16.1 Transfers Subject to Approval.

16.1.1 Sale. No Unit Owner may dispose of a Unit or any interest therein by sale without approval of Association.

16.1.2 Lease. No Unit Owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease for any period without approval of Association, except as provided in Section 16.5 hereof.

16.1.3 Gift. If any Unit Owner proposes to transfer a Unit by gift, the proposed transfer shall be subject to the approval of Association.

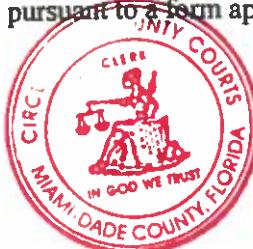
16.1.4 Other Transfers. If any Unit Owner proposes to transfer his or her title, or any interest therein in any manner not heretofore considered in the foregoing subsections, the proposed transfer shall be subject to the approval of Association.

16.2 Approval by Association. To obtain approval of Association which is required for the transfer of Units, each Unit Owner shall comply with the following requirements:

16.2.1 Notice to Association.

16.2.1.1 Sale. A Unit Owner intending to make a bona fide sale of his or her Unit, or any interest therein, shall give to Association a transfer fee (in an amount determined by the Board and permitted by the Act) and notice pursuant to a form approved by Association of such intentions, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as Association may reasonably require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that Association furnish a new purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

16.2.1.2 Lease. A Unit Owner intending to make a bona fide lease of his or her Unit or any interest therein shall give to Association a transfer fee (in an amount determined by the Board and permitted by the Act) and notice pursuant to a form approved by Association of



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such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association.

16.2.1.3 Gift; Other Transfers. A Unit Owner who proposes to transfer his or her title by gift or in any other manner not heretofore considered, shall give to Association a transfer fee (in an amount determined by the Board and permitted by the Act) and notice pursuant to a form approved by Association of the proposed transfer of his or her title, together with such information concerning the transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title.

16.2.1.4 Failure to Give Notice. If the notice to Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, Association at its election and without notice may approve or disapprove the transaction or ownership. If Association disapproves the transaction or ownership, Association shall proceed as if it had received the required notice on the date of such disapproval.

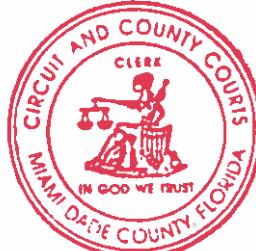
16.2.1.5 Effect and Manner of Notice. The giving of notice shall constitute a representation and warranty by the offeror to Association and any purchaser or lessee produced by the Board, as hereinafter provided, that the offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by professional courier or by hand delivery to Association which shall give a receipt therefore.

#### 16.2.2 Certificate of Approval.

16.2.2.1 Sale. If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of County.

16.2.2.2 Lease. If the proposed transaction is a lease then, within fifteen (15) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the lessee.

16.2.2.3 Devise or Inheritance. Any person who has obtained a Unit by devise or inheritance (except for the spouse, parents or children of the immediately previous Owner of such Unit) shall give to Association notice thereof together with such information concerning the person(s) obtaining such Unit as may be reasonably required by the Board and a certified copy of the instrument by which such Unit was obtained. If such notice is not given to Association, then at any time after receiving knowledge thereof, the Board shall proceed in accordance with the following paragraph as if it had been given such notice on the date of receipt of such knowledge. Within thirty (30) days after receipt of such notice and information,



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Association must either approve or disapprove the proposed transfer. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the person receiving title by devise or inheritance.

16.2.2.4 Gift; Other Transfers. If the Unit Owner giving notice proposes to transfer his or her title by gift or in any other manner, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer of title to the Unit. If approved, the approval shall be upon such terms and conditions as Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the Unit Owner and shall be recorded in the Public Records of County.

16.2.3 Approval of Owner other than an Individual. Inasmuch as the Condominium may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant of the Unit being approved by Association. Any change in such primary occupant or beneficial owners of the Unit shall be deemed a change of ownership subject to Association approval pursuant to this Section.

16.3 Disapproval by Association. Although a Unit Owner complies with the foregoing requirements, Association may disapprove of the transfer. If Association shall disapprove a transfer or ownership of a Unit, the matter shall be disposed of in the following manner:

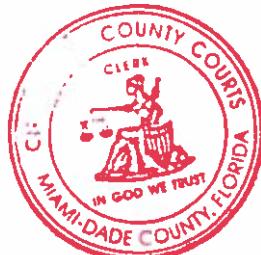
16.3.1 Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then, within thirty (30) days after receipt of such notice and information, Association shall deliver by professional courier or hand-delivery, or mail by certified mail, to the Unit Owner an agreement to purchase by Association, or a purchaser approved by Association who will purchase and to whom the Unit Owner must sell the Unit, upon the following terms:

16.3.1.1 The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

16.3.1.2 The purchase price shall be paid by cashier's check or federal wire.

16.3.1.3 The sale shall be closed within ninety (90) days after the delivery or mailing of the agreement to purchase and shall be upon terms no less favorable than the terms of the disapproved contract.

16.3.1.4 If Association fails to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by Association shall default in his or her agreement to purchase, the proposed transaction shall be deemed to have been approved and Association shall furnish a certificate of approval as elsewhere provided.



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16.3.2 Lease. If the proposed transaction is a lease, and if the notice of lease given by the Unit Owner shall so demand, then, within fifteen (15) days after receipt of such notice and information, Association shall deliver by professional courier, hand-delivery or mail by certified mail, to the Unit Owner an agreement to lease by Association, or a lessee approved by Association who will lease and to whom the Unit Owner must lease the Unit, upon the following terms:

16.3.2.1 The rental to be paid by the lessee, to be identified in the agreement, shall be that stated in the disapproved lease.

16.3.2.2 The lease term, and the other conditions and terms of the lease, shall be those stated in the disapproved lease.

16.3.2.3 If Association fails to provide a lessee upon demand of the Unit Owner in the manner provided, or if a lessee furnished by Association shall default in his agreement to lease, the proposed transaction shall be deemed to have been approved and Association shall furnish a certificate of approval as elsewhere provided.

16.3.3 Transfer by Gift, Devise or Inheritance. In the event the Board disapproves of such transfer of title by gift, devise or inheritance, the Board shall advise in writing within such thirty (30) day period, the person who has obtained such title of a purchaser or purchaser approved by the Board to purchase the respective Unit at its fair market value. The fair market value of the Unit will be determined by any one of the following methods determined by the Board: (i) by three (3) M.A.I. appraisers, one of whom shall be selected by the proposed purchaser, one by the person holding title, and one by the two (2) appraisers so selected; or (ii) by mutual agreement by the purchaser and the person holding title. All costs for such appraisal shall be paid by the purchaser. The purchase price shall be paid by federal wire or cashier's check and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Board has a purchaser for the respective Unit, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Unit in accordance with the terms of this Declaration. In the event the purchaser furnished by Association shall default in his or her obligation to purchase such Unit, then the Board shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver a certificate of approval therefore.

16.3.4 Other Transfers. If the Unit Owner giving notice proposes to transfer his or her title by gift or in any other manner, then, within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, Association shall deliver by professional courier, hand delivery or mail or by certified mail, to the Unit Owner written notice of the terms and conditions upon which the transfer must be made, including, without limitation, the requirements of Association regarding occupancy of the Unit and by whom the votes in Association affairs may be cast.

16.4 Mortgage. No Unit Owner may mortgage his or her Unit or any interest therein without the approval of Association except to an Institutional First Mortgagee as defined herein.



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The approval of any other mortgagee will not be unreasonably withheld, but approval may be subject to certain conditions imposed by Association.

16.5 Exceptions. The foregoing provisions of this Section shall not apply to a transfer or purchase by an Institutional First Mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Mortgagee or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. With the exception of the approval requirements applicable for leasing a Unit, the provisions of this Section 16 shall not apply to Developer.

16.6 Unauthorized Transactions. Any sale, transfer mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by Association.

16.7 Notice of Lien or Suit.

16.7.1 Notice of Lien. A Unit Owner shall give notice to Association of every lien upon his or her Unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

16.7.2 Notice of Suit. A Unit Owner shall give notice to Association of every suit or other proceeding which may affect the title to his or her Unit; such notice is to be given within five (5) days after the Unit Owner receives knowledge thereof.

16.7.3 Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.

17. Compliance and Default. Each Unit Owner and every occupant of a Unit and Association shall be governed by and shall comply with the terms of this Declaration, all Exhibits attached hereto, and the Rules. Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

17.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his or her negligence or by that of any member of his or her family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by Association.

17.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of this Declaration, the By-Laws, the Articles, applicable Rules or any other agreement, document or instrument affecting the Condominium Property or administered by Association, in the manner required, Association shall have the right to proceed in a court of equity to require performance



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and/or compliance, to impose any applicable fines, to the extent permitted by, and in accordance with, the Act, and to sue in a court of law for damages. In addition, Association shall have the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or Limited Common Elements to another Unit or Units.

17.3 **Costs and Attorneys' Fees.** In any proceeding arising because of an alleged failure of a Unit Owner or Association to comply with the requirements of the Act, this Declaration, the Exhibits attached hereto or the Rules, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees and paraprofessional fees and costs (at all levels, including trial and appellate levels) as may be awarded by the court.

17.4 **No Waiver of Rights.** The failure of Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Act, this Declaration and the Exhibits shall not constitute a waiver of their right to do so thereafter.

18. **Merger of Condominium.** When the Board intends to merge the Condominium, or merge Association, the Board shall notify the Division before taking any action to merge the Condominium or Association. The Condominium may be merged with one or more condominiums to form a single condominium upon (i) the approval of such Voting Interests of each Condominium as is required by each declaration for modifying the appurtenances to the Units or changing the proportion or percentages by which the owners of the Condominium Parcels share the Common Expenses and own the Common Surplus, and (iii) upon the recording of new or amended Articles of Incorporation, Declaration(s) of Condominium and/or By-Laws. The Board shall notify the Division before taking any action to merge the Condominium or Association.

19. **Termination of Condominium.** When the Board intends to terminate the Condominium, or dissolve Association, the Board shall notify the Division before taking any action to terminate the Condominium or Association. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least eighty percent (80%) of the applicable interests in the Common Elements (after twenty percent (20%) of the Units have been sold to Unit Owners other than Developer, Developer will not vote the Units owned by it for such withdrawal unless the Owners of at least eighty percent (80%) of all other applicable interests in the Common Elements so elect for such withdrawal, at which time Developer may choose to vote either in favor of or against withdrawal from Condominium ownership, as it sees fit). In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interest in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens of his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of Association executed by its President and one other officer of Association, certifying as to the basis of the termination and said certificate shall be recorded



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among the Public Records of County. Within thirty (30) business days following the recordation of said certificate, Association shall (i) notify the Division of the termination and date the certificate was recorded, the county where the certificate was recorded, and the book and page number of the public records where the certificate was recorded, and (ii) provide the Division with a copy of the recorded certificate certified by the clerk of County. This Section may not be amended without the consent of all Institutional First Mortgagees and Developer so long as it owns any Unit for sale in the ordinary course of business. Such prior consent of the Institutional First Mortgagees may not be unreasonably withheld.

20. Additional Rights of Institutional First Mortgagees. In addition to all other rights herein set forth, Institutional First Mortgagees shall have the right, after providing proof of their status and upon written request to Association, to:

20.1 Examine Association's books and records; and require copies of the annual reports and other financial data;

20.2 Receive notice of Association's meetings and attend such meetings;

20.3 Receive notice of an alleged default by any Unit Owner, for whom such Institutional First Mortgagee holds a mortgage, which is not cured within sixty (60) days of notice of default to such Unit Owner;

20.4 Receive notice of any substantial damage or loss arising from a casualty or a condemnation to any portion of the Condominium Property;

20.5 Receive notice of any amendment to this Declaration affecting Unit boundaries or changes in Common Elements or terminating the Condominium; and

20.6 Receive notice of the lapse, cancellation or other material modification of any insurance policy maintained by Association.

21. Covenant Running With The Land. All provisions of this Declaration, the Articles, By-Laws and applicable Rules shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units, shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable Rules, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration and the Articles, By-Laws and applicable Rules by such Unit Owner, tenant or occupant.



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22. Developer's Additional Rights.

22.1 Marketing Items. Developer, its agents, affiliates, or assignees, and any other person or entity designated by Developer, shall have the right to market Units and other property within the Condominium in advertisements and other media by making reference to the Condominium, including, but not limited to, pictures or drawings of the Building and the Common Elements. All logos, trademarks, and designs used in connection with the Condominium are the property of Developer, and Association shall have no right to use the same after the Turnover Date except with the express written permission of Developer.

22.2 Use by Prospective Purchasers. So long as Developer owns a Unit for sale in the ordinary course of business, Developer shall have the right, without charge, to use the Common Elements for the purpose of entertaining prospective purchasers of Units, or other properties owned by Developer outside of the Condominium.

22.3 Developer's Limited Right of Entry. Developer shall have the perpetual right to access and enter the Common Elements at any time, even after the Turnover Date, for the purposes of inspection and testing of the Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Association and each Owner shall give Developer unfettered access, ingress and egress to the Common Elements so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Developer shall have the right to make all repairs and replacements deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. At no time shall Association and/or a Unit Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise.

22.4 Telecommunications Services.

22.4.1 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for the Condominium. Prior to the Turnover Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer.

22.4.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems, and to the owner of the Century Park West Clubhouse , a perpetual right, privilege, easement and right-of-way across, over, under and upon the Condominium Property for the installation, construction and maintenance of Telecommunications Systems and /or Century Park West Clubhouse together with a perpetual right, privilege and easement of ingress and egress, access, over and upon the Condominium Property for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems and/or Century Park West Clubhouse



. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of the Condominium Property, then the amounts payable to such Telecommunications Providers under their written agreements with Association shall be part of the Common Expenses of Association and shall be assessed as a part of the Assessments.

**22.4.3 Restoration.** Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Elements and/or any Unit to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Elements and/or any Unit disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Elements and/or any Unit immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wachovia Bank on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in an agreement between Association and a Telecommunications Provider.

**22.4.4 Developer's Rights.** Each Unit Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners that are not subject to a homeowners association or condominium association in County. Each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

## **22.5 Monitoring System.**

**22.5.1 Right to Install.** Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for each Unit within the Condominium. Prior to the Turnover Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Developer. In the event the Monitoring System is installed by a party other than Developer, each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from such party in connection with the costs of operating and maintaining the Monitoring System. Such compensation may be paid on a per Unit or other basis. All such

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compensation shall be the sole property of Developer. Developer or its nominees, successors, assigns, affiliates, and licensees may install such a Monitoring System. Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System prior to the Turnover Date. In addition, all Unit Owners specifically acknowledge that the Condominium may, but is not obligated to, have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.

22.5.2 Components. The Monitoring System, if installed, may include one or more manned gatehouses, one or more electronic gates, roving attendants using vehicles, a central alarm system, wireless communications to Units, or any combination thereof. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Turnover Date, Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Unit Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or add manned or unmanned gates houses, information booths, sensors, gates and other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Turnover Date without the prior written consent of Developer. Notwithstanding the foregoing, the foregoing easement rights in favor of Developer shall terminate once the Developer no longer holds any Units for sale in the ordinary course of business.

22.5.3 Part of Common Expenses. If furnished and installed within any Unit, the cost of operating and monitoring any Monitoring System may be included in the Common Expenses of Association and may be payable as a portion of the Assessments against Unit Owners. The purpose of the Monitoring System will be to control access to the Condominium. Each Unit Owner understands that the expense of the Monitoring System may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners in County that are not subject to a homeowners association or condominium association.

22.5.4 Unit Owner's Responsibility. All Unit Owners and occupants of any Unit, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, their nominees or assigns, or any successor Developer, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the Unit Owners or Association with respect to such Monitoring System, and the Unit Owners and Association shall not make any claim against Developer for any loss that a Unit Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Unit Owner and Association are responsible for protecting and insuring themselves in connection with such acts or



incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within the Condominium or any residential subdivision contained therein. Developer and Association do not guaranty or warrant, expressly or by implication, the merchantability of fitness for use of any Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Unit Owner and the occupant of each Unit acknowledges that Developer and Association, their employees, agents, managers, directors, and officers, are not insurers of Unit Owners or Units, or the personal property located within the Units. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

**22.6 Developer's Limited Right of Entry.** Developer shall have the perpetual right to access and enter the Common Elements at any time, even after the Turnover Date, for the purposes of inspection and testing of the Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Association and each Unit Owner shall give Developer unfettered access, ingress and egress to the Common Elements so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Developer shall have the right to make all repairs and replacements deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. At no time shall Association and/or a Unit Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise.

**23. Non-Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONDOMINIUM DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILY MEMBERS, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

**23.1** IT IS THE EXPRESS INTENT OF THE CONDOMINIUM DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM AND THE VALUE THEREOF; AND

**23.2** ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND



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23.3 THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

23.4 EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE CONDOMINIUM (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS). NOTHING IN THIS SECTION 23 SHALL LIMIT THE RIGHT OF ANY UNIT OWNER TO SUE ASSOCIATION FOR ITS OWN NEGLIGENCE OR ITS WILLFUL ACTS OR OMISSIONS OR FOR ANY LIABILITY PROVIDED IN THE CONDOMINIUM ACT ON THE DAY THIS DECLARATION IS RECORDED AMONG THE PUBLIC RECORDS OF COUNTY.

24. Parking Areas. There are Parking Spaces located within the designated parking areas within the Condominium Property. Each Unit Owner acknowledges, understands, and agrees that the parking garage may susceptible to flooding, whether such flooding is a result of weather related events or leakage from the pool or any Unit. Due to the climate and annual rainfall in South Florida, and other events which are beyond Developer's control, it is not unusual to have water accumulation in low level parking areas. Each Unit Owner acknowledges, understands, and agrees that any parking areas in the Condominium Property which are at or below grade may be subject to water accumulation. All efforts will be made to reduce water accumulation and to keep any water accumulation to a minimum. However, each Unit Owner acknowledges, understands, and agrees that such efforts may not completely alleviate water accumulation in the parking areas in the Condominium. By acceptance of a deed to a Unit, each Unit Owner assumes all risks of parking any vehicle within the parking areas. Association and Developer are not liable or responsible, nor does the Association or Developer insure against any adverse effects that may result, directly or indirectly, from the use of Parking Spaces located within the Condominium Property being flooded.

25. Resolution of Disputes.

25.1 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE CONDOMINIUM DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS

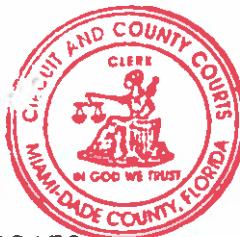
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CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO CONDOMINIUM DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A UNIT.

25.2 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (I) EXECUTED A PURCHASE AND SALE AGREEMENT, (II) RESIDES, (III) OBTAINS FINANCING OR (IV) CLOSED ON A UNIT, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN COUNTY. DEVELOPER HAS AN OFFICE IN COUNTY, AND EACH UNIT IS LOCATED IN COUNTY. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN COUNTY. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN COUNTY.

25.3 Reliance. BEFORE ACCEPTING A DEED TO A UNIT, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THE PROVISIONS OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A UNIT, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A UNIT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT THE CONDOMINIUM PROPERTY TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.



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26. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE LAND ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE LAND. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE LAND, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES OR ANY NOISES RESULTING THEREFROM, SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE LAND WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE LAND HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

27. Notices. All notices to Association required or desired hereunder or under the By-Laws shall be sent by certified mail (return receipt requested) or by professional courier with receipt to Association care of its office at the Condominium, or to such other address as Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him or her from time to time, in writing, to Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to Association. All notices are effective upon receipt or refusal to accept receipt.

28. Interpretation. The Board shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by Association is not unreasonable shall conclusively establish the validity of such interpretation.

29. Mortgagees. Association shall not be responsible to any mortgagee or lienor of any Unit hereunder and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by Association.



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30. Exhibits. All Exhibits attached to this Declaration shall form a part of this Declaration as if set forth herein.

31. Blocked View; Trees and Shrubbery. There is no guarantee that any Unit shall have any specific view. The (1) maturation of trees and shrubbery, (2) construction of other condominiums, or (3) construction of any other improvement may partially or entirely block the view of each Unit. Additionally, Developer shall not be responsible for any reduction in privacy caused by the removal or pruning of trees and shrubbery within the Condominium Property. Unit Owners shall not cut down trees and shrubbery nor plant additional trees and shrubbery within the Common Elements or Limited Common Elements.

32. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable Rules, said dispute or litigation shall be governed by the laws of the State of Florida.

33. Construction Matters. All Units and their appurtenant Common Elements have been or will be sold without any Developer's warranties whatsoever except as provided in the Act (to the extent such warranties are not effectively disclaimed and remain in effect, if at all). As to such warranties, if any, and as to any claim arising from or connected with the design or construction of any Unit(s), Limited Common Elements, or the Common Elements including, without limitation, failure to build in accordance with any particular plans or specifications or failure to comply with building or other codes, laws, ordinances or regulations (collectively, "Construction Matters"), it shall be a material condition precedent to the institution of any proceeding regarding Construction Matters that (i) the party or parties bringing same shall have first given notice to Developer or other party against whom which relief or recovery is sought (the "Defendant") of the specific Construction Matters complained of a description of the damages or loss allegedly resulting therefrom, if known, and provide Defendant with an opportunity to inspect the Unit(s), Limited Common Elements, and/or Common Elements to assess the alleged Construction Matters, as is required by and set forth in Chapter 558 of the Florida Statutes and what actions are necessary to cure or correct same If the Construction Matters are not cured or corrected in accordance with the procedures set forth in Chapter 558 (or within a reasonable time if the Statute is vacated), all applicable parties shall be bound to submit the disputes or claims regarding the Construction Matters at issue solely to binding arbitration in accordance with the Florida Arbitration Code and the rules of the American Arbitration Association and the parties and their successors and assigns shall be bound by the results of such arbitration. Without limiting the general binding effect of this Declaration, each Owner and other person acquiring any right, title or interest in or to any Unit shall be deemed, by virtue of the acceptance of the conveyance, grant, transfer or assignment thereof, to be fully bound by the provisions of this Section 33 as shall Association.

34. Eligibility Requirements for Board Membership. Any director designated or appointed by Developer need not be a Unit Owner or a resident of a Unit. All other directors must be Unit Owners. A person who has been convicted of a felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for membership on the Board.



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35. Execution of Documents; Attorney-in-Fact. Wherever the signature of the President of Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of Association in two separate capacities. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Unit Owner, by reason of the acceptance of a deed to such Unit Owner's Unit, hereby agrees to execute, at the request of Developer and its affiliates, in order to complete the plan of development, any and all amendments to the existing documents and as they may be hereafter amended; and each such Unit Owner further appoints hereby and thereby Developer as such Unit Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Unit Owner, any and all of such documents or consents that may be required from time to time by either the City, County or applicable governmental subdivision or agencies where the Condominium is located. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of Developer.

36. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable Rules adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

37. Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

38. Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, the Articles, By-Laws, and the Rules are fair and reasonable in all material respects.

39. Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

40. Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

41. Refund of Taxes, Fees and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event said refund is received by Association.



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42. Century Park West Clubhouse.

42.1 Mandatory Membership. From and after the time that the Century Park West Clubhouse is created, all Unit Owners must acquire and maintain membership in good standing as a member in the Century Park West Clubhouse. Membership in the Century Park West Clubhouse is subject to the terms and conditions of the Century Park West Clubhouse Declaration, as the same may be amended from time to time by the Century Park West Clubhouse Owner. If the Century Park West Clubhouse is converted to an equity club, each member of the Century Park West Clubhouse will be required to convert to the corresponding equity membership in the Century Park West Clubhouse in accordance with the Century Park West Clubhouse Declaration and this Declaration. Membership in the Century Park West Clubhouse requires the payment of a monthly membership charge of \$7.00 (the "Century Park West Clubhouse Charges"). Century Park West Clubhouse Charges shall be determined by the Century Park West Clubhouse Owner (in its sole discretion from time to time) and are subject to change as contemplated by the Century Park West Clubhouse Declaration. Delinquent Club Charges are deemed to constitute a special assessment ("Century Park West Clubhouse Special Assessments"), to be collected by the Clubhouse Owner in the same manner as the Association collects Special Assessments under this Declaration. The Clubhouse Owner shall have a lien against each Unit for all unpaid Century Park West Clubhouse Special Assessments in the same manner as provided in the foreclosure provisions set forth in this Declaration. In the event that the Clubhouse Owner does not enforce its rights hereunder resulting from delinquent Club Charges, the Association hereby consents and authorizes the Clubhouse Owner to enforce the lien and foreclosure in the same manner as provided in Section 11 of this Declaration. Transfer of a Century Park West Clubhouse Membership must be in accordance with the Century Park West Clubhouse Declaration.

42.2 The Century Park West Clubhouse Ownership. The Century Park West Clubhouse is to be privately owned and operated by the Clubhouse Owner and is not a part of the Condominium and/or the Common Areas. The Century Park West Clubhouse Owner has the exclusive right to determine from time to time, in its sole discretion and without notice or approval of the Association or Unit Owners, of any change, how and by whom the Century Park West Clubhouse shall be used. By way of example, but not limitation, the Century Park West Clubhouse has the right to approve users and determine eligibility for use, to reserve use rights for future purchasers of Units within the Condominium. The Century Park West Clubhouse Owner shall have the right to modify the Century Park West Clubhouse Declaration, to reserve memberships, to sell, lease or otherwise dispose of the Century Park West Clubhouse in any manner whatsoever and to any person whomsoever, to add, issue or modify any type, category or class of membership, to recall any membership at any time for any or no reason whatsoever, to convert the Century Park West Clubhouse into a member-owned club, to make any other changes in the terms and conditions of membership or in the facilities available for use by members and to require the payment of a purchase price, initiation fee, membership deposit, dues and other charges for use privileges. **MEMBERSHIP IN THE CENTURY PARK WEST CLUBHOUSE IS MANDATORY FOR ALL UNIT OWNERS. OWNERSHIP OF A UNIT AND MEMBERSHIP IN THE ASSOCIATION DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE CENTURY PARK WEST CLUBHOUSE AND/OR ITS FACILITIES AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN THE CENTURY PARK WEST CLUBHOUSE OR THE CENTURY PARK**



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WEST CLUBHOUSE 'S PROPERTIES AND/OR FACILITIES. NOTWITHSTANDING THE FOREGOING, EACH OWNER UNDERSTANDS AND AGREES THAT THE CENTURY PARK WEST CLUBHOUSE MAY NOT BE CONSTRUCTED AT THE TIME OF THE RECORDING OF THIS DECLARATION OR FOR SOME TIME THEREAFTER.

42.3 Acknowledgements Regarding Century Park West Clubhouse. Each Unit Owner, by acceptance of a deed or other acquisition of title to a Unit, shall be deemed to have acknowledged and agreed as follows:

42.3.1 Privileges. Privileges to use the Century Park West Clubhouse shall be subject to the terms and conditions of the Century Park West Clubhouse Declaration.

42.3.2 Release of Developer. Notwithstanding the fact that portions of the Century Park West Clubhouse may constitute open space or a recreation area for purposes of applicable zoning ordinances and regulations, each Unit Owner releases and discharges forever the Declarant, the Developer, the Club Owner, their affiliates, successors and assigns and their respective members, partners, shareholders, officers, directors, employees and agents from: (1) any claim that the Century Park West Clubhouse is, or must be, owned and/or operated by the Association, or the Unit Owners, and/or (2) any claim that the Unit Owners are entitled to use the Century Park West Clubhouse by virtue of their ownership of a Unit without acquiring a membership in the Century Park West Clubhouse, paying the applicable membership contribution or membership deposit and dues, fees and charges established by the Century Park West Clubhouse Owner from time to time, and complying with the terms and conditions of the Century Park West Clubhouse Declaration for the Century Park West Clubhouse. Each Unit Owner and the Association shall jointly and severally indemnify, defend, and hold harmless the Declarant, the Developer, the Club Owner, their affiliates, successors and assigns and their respective members, partners, shareholders, officers, directors, employees and agents, against and in respect of, and to reimburse the Declarant, the Developer, the Club Owner, their affiliates, successors and assigns and their respective members, partners, shareholders, officers, directors, employees and agents, on demand, for any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including, but not limited to, interest, penalties, attorney and paralegal fees and disbursements (even if incident to any appeals), that the Declarant, the Developer, the Club Owner, their affiliates, successors and assigns and their respective members, partners, shareholders, officers, directors, employees and agents, shall incur or suffer, which arise out of, result from or relate to any claim that because the Century Park West Clubhouse (or portions of the Century Park West Clubhouse) is deemed to be open space or a recreation area for purposes of applicable zoning ordinances and regulations, the Century Park West Clubhouse must be owned and/or operated by the Association or the Unit Owners and/or that Unit Owners may use the Century Park West Clubhouse without acquiring a membership in the Century Park West Clubhouse pursuant to the Century Park West Clubhouse 's Membership Rules and paying the membership contribution or membership deposit, and dues, fees and charges established by the Club Owner from time to time.

42.3.3 Entry to Clubhouse. Any entry upon the Century Park West Clubhouse without permission of the Century Park West Clubhouse Owner may be deemed a trespass and each Unit Owner shall refrain from, and shall cause all occupants of such Unit Owner's Unit, their



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guests, tenants and invitees, to refrain from any unauthorized entry upon the Century Park West Clubhouse.

**42.3.4 Assignment of Collection of Fees.** The Clubhouse Owner may, but is not obligated to, assign to the Association the right to collect any or all Club Charges on behalf of the Clubhouse Owner. In such case, the Association will collect all Club Charges for a particular calendar month and remit same to the Clubhouse Owner, together with a statement of accounts receivable itemized in reasonable detail and in such format as may be reasonably acceptable to the Clubhouse Owner and the Association, setting forth the status of payment of each Clubhouse member, within ten (10) days following the end of the applicable calendar month. The Clubhouse Owner shall have the right, at the Century Park West Clubhouse's expense, upon reasonable notice to the Association, to audit the Association's books and records relating to the collection of and remittance of Club Charges. The Association shall, on behalf of the Clubhouse Owner, take such actions to collect unpaid Club Charges as the Association customarily takes with respect to other delinquent Assessments or other amounts owed to the Association by Owners pursuant to the terms hereof and shall be reimbursed by the Century Park West Clubhouse Owner for all costs incurred by the Association for such action, within thirty (30) days of the Association's written request to the Clubhouse Owner for such reimbursement.

**42.4 Easement.** The Developer reserves unto itself and future owners of the Century Park West Clubhouse, its respective nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each provider that has entered into an agreement with the Developer/ Clubhouse Owner respecting services, and to the owner of the Century Park West Clubhouse, a perpetual right, privilege, easement and right-of-way across, over, under and upon the Condominium Property for the installation, construction and maintenance of the Century Park West Clubhouse together with a perpetual right, privilege and easement of ingress and egress, access, over and upon the Condominium Property for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment Century Park West Clubhouse.

**43. Title Documents.** Each Unit Owner by acceptance of a deed to a Unit acknowledges that such Unit is subject to certain land use and title documents and all amendments thereto, which may include among other items, the following documents recorded in the Public Records of County (collectively, the "Title Documents"):

**43.1 Exceptions.** Restrictions, covenants, conditions, easements and other matters as contained on the Plat of CENTURY PARK WEST, recorded in Plat Book 171, Page 87, of the Public Records of Miami-Dade County, Florida.

**43.2 Covenants,** conditions and restrictions running in favor of Miami-Dade County, Florida, as contained in that Declaration of Restrictions recorded on November 18, 2014, recorded in Official Records Book 29394, Pages 2794, of the Public Records of Miami-Dade County, Florida. (A recorded copy is attached as Exhibit 7, Section 2 of the Prospectus)

**43.3 Terms and Conditions.** Terms, conditions, obligations and restrictions contained in that Application and Acceptance of Conditional Building Permits and Estoppel Notice by Miami-



Dade County, recorded on August 27, 2015, in Official Records Book 29755, Page 612, of the Public Records of Miami-Dade County, Florida.

43.4 Agreement for Water and Sanitary Sewer Facilities. Terms, provisions, covenants, conditions and restrictions contained in that Agreement for Water and Sanitary Sewer Facilities between Miami-Dade County and Century Homebuilders Group, LLC, a Florida limited liability company, recorded on November 13, 2015 in Official Records Book 29852, Page 870, of the Public Records of Miami-Dade County, Florida.

43.5 Entrance Feature Maintenance Agreement. Terms and provisions contained in that Entrance Feature Maintenance Agreement recorded on July 29, 2016 in Official Records Book 30172, Page 1884, of the Public Records of Miami-Dade County, Florida.

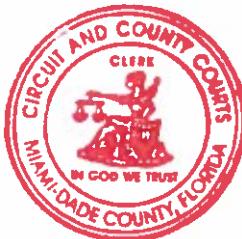
43.6 Ordinance No. 16-81 by Miami-Dade County, creating Century Park West Multipurpose Maintenance and Street Light Special Taxing District, recorded on September 27, 2016 in Official Records Book 30246, Page 2071, of the Public Records of Miami-Dade County, Florida, including possible special assessments thereunder.

43.7 Easement granted to Florida Power & Light Company, recorded on October 11, 2010 in Official Records Book 30259, Page 2758, of the Public Records of Miami-Dade County, Florida.

43.8 Century Park West Clubhouse Declaration. Terms, covenants, conditions, easements, restrictions, reservations and other provisions, including provisions which provide for a private charge or assessments, according to that certain Century Park West Clubhouse Declaration to be recorded, as may subsequently be amended.

**ALL TITLE DOCUMENTS WERE RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.**

Developer's plan of development for the Condominium may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Unit Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Unit Owners, by virtue of their acceptance of deeds irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Unit Owner agrees, by its acceptance of a deed to a Unit:



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(a) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and

(b) that such Unit Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Turnover Date, Association shall assume all of the obligations of Developer under the Title Documents which affect the Condominium unless otherwise provided in this Declaration by amendment to this Declaration recorded by Developer in the Public Records of County, from time to time, and in the sole and absolute discretion of Developer.

**44. Common Elements and Common Surplus; Voting Rights.**

**44.1 Share Of.** The Common Elements and the Common Surplus are owned by the Unit Owners in undivided shares set forth in Exhibit 6 attached to and made a part of this Declaration. The undivided shares in the Common Elements are stated as percentages and are based on the total square footage of each Unit in uniform relationship to the total square footage of all the Units in the Condominium.

**44.2 Use.** Each Unit Owner and the Association will be entitled to use the Common Elements in accordance with the purposes for which the Common Elements are intended; however, no such use may hinder or encroach upon the lawful rights of other Unit Owners.

**44.3 Voting.** Each Unit shall have one (1) full indivisible vote in all matters to be cast by Unit Owners in accordance with the Articles and By-Laws.

**45. Government Insured or Guaranteed Loans Provisions.** In addition to all other rights set forth in this Declaration and with respect to the Property, so long as and to the extent required in connection with previously made and existing financing of a Condominium Parcel insured or guaranteed by the Federal Housing Administration ("FHA"), or US Department of Veterans Affairs ("VA") ("Applicable Financing"), the following provisions shall supersede other provisions in the Condominium Documents to the contrary:

**45.1 Eligible Mortgage Holders, Insurers, or Guarantors.** The term "Eligible Mortgage Holder, Insurer or Guarantor" shall mean a holder, insurer or guarantor of a first mortgage on a Unit in the Condominium that has submitted a written request to Association (i) to be notified on any proposed action requiring the consent of a specified percentage of those holders, insurers or guarantors, (ii) stating the name and address of the entity requesting the information and (iii) stating the Unit number or address of the Unit on which such mortgage holder, insurer or Guarantor has the mortgage.

**45.2 Notice Rights of Eligible Mortgage Holders, Insurers, or Guarantors.** Eligible Mortgage Holders, Insurers or Guarantors shall have, upon written request to Association, the right to timely written notice of:



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**45.2.1 Any proposed amendment of the Condominium Documents, Articles, and/or By-Laws** effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the Common Elements and/or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any Unit or (iv) the purposes to which any Unit or the Common Elements are restricted.

**45.2.2 Termination of Condominium.** Any proposed termination of the Condominium.

**45.2.3 Common Elements.** Any casualty loss of and/or damage or destruction to the Common Elements, Limited Common Elements, Condominium Property or the Association Property which affects either a material portion of the Common Elements, Limited Common Elements, Condominium Property, Association Property or any Unit on which there is a first mortgage held, insured or guaranteed by an Eligible Mortgage Holder, Insurer or Guarantor.

**45.2.4 Condemnation or Eminent Domain Loss.** Any condemnation or eminent domain loss or proceeding affecting either a material portion of the Condominium Property or any Unit on which there is a first mortgage held, insured or guaranteed by an Eligible Mortgage Holder, Insurer or Guarantor.

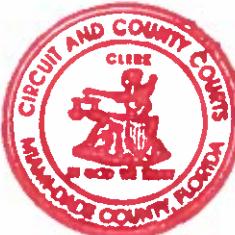
**45.2.5 Delinquency or Failure by the Owner.** Any delinquency or failure by the Owner of a Unit encumbered by a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder, Insurer or Guarantor to pay any Assessments or other charges when such failure or delinquency has continued for a period of sixty (60) days or longer.

**45.2.6 Lapse, Cancellation, Modification, Insurance Policy.** Any lapse, cancellation or material modification of any insurance policy maintained by Association.

**45.2.7 Consent of Institutional First Mortgagees.** Any proposed action that requires the consent of a specified percentage of Institutional First Mortgagees or Eligible Mortgage Holders, Insurers or Guarantors.

**45.3 Other Provisions For First Lien Holders.** To the extent possible under applicable law, the following protections for the benefit of Eligible Mortgage Holders, Insurers or Guarantors are legally binding with respect to the Condominium by virtue of the Condominium Documents, applicable law or otherwise:

**45.3.1 Restoration or Repair After a Partial Condemnation.** Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications for the Condominium unless the approval of Eligible Mortgage Holders, Insurers or Guarantors of Units to which at least fifty-one percent (51%) of the votes allocated to Units subject to mortgages held by such Eligible Mortgage Holders, Insurers or Guarantors, is obtained;



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**45.3.2 Election to Terminate the Condominium.** Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium Property must receive the approval of the Eligible Mortgage Holders, Insurers or Guarantors to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held, insured or guaranteed by such Eligible Mortgage Holders, Insurers or Guarantors are allocated;

**45.3.3 Reallocation of Interests in the Common Elements.** Unless the formula for reallocation of interests in the Common Elements after a partial condemnation or partial destruction of the Condominium is fixed in advance by this Declaration or by applicable law, no reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium may be affected without the approval of the Eligible Mortgage Holders, Insurers or Guarantors holding, insuring or guaranteeing first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held, insured, or guaranteed by such Eligible Mortgage Holders, Insurers or Guarantors are allocated.

**45.4 Additional Provisions for Termination of Condominium and Amendment to Condominium Documents.** The provisions of this Section 48.4 do not apply to amendments to the Condominium Documents, Articles or By-Laws, nor do they apply to termination of the Condominium made as a result of destruction, damage or condemnation, as provided for in Section 48.3 of this Declaration.

**45.4.1 Percentage of Consent of Unit Owners to Terminate the Condominium.** The consent of Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of the Eligible Mortgage Holders, Insurers or Guarantors to which at least sixty-seven percent (67%) of the votes of Units subject to a mortgage appertain, shall be required to terminate the Condominium.

**45.4.2 Percentage of Consent of Unit Owners to Amend Any Provisions.** The consent of Unit Owners to which at least sixty-seven percent (67%) of the votes in Association are allocated and the approval of Eligible Mortgage Holders, Insurers or Guarantors to which at least fifty-one percent (51%) of the votes of Units subject to a mortgage appertain, shall be required to materially amend any provision of Condominium Documents or by-laws or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following and/or any items listed as material provisions in Section 10 of Appendix 24 of HUD Handbook 4265.1, dated as of December 1980, as amended from time to time.

45.4.2.1      Voting;

45.4.2.2      Assessments. Assessments, Assessment liens or subordination of such liens;

45.4.2.3      Reserves for Maintenance. Reserves for maintenance, repair and replacement of the Common Elements;

45.4.2.4      Insurance or Fidelity Bonds;

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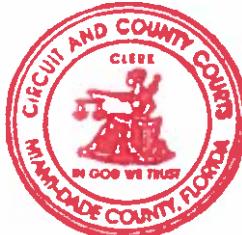


- 45.4.2.5     Right to Use. Right to use of the Common Elements;
- 45.4.2.6     Responsibility for Maintenance and Repair. Responsibility for maintenance and repair of the several portions of the Condominium;
- 45.4.2.7     Expansion or contraction of the Condominium. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- 45.4.2.8     Boundaries of any Unit;
- 45.4.2.9     The interest in the Common Elements or Limited Common Elements;
- 45.4.2.10    Convertibility of Units. Convertibility of Units into Common Elements or of Common Elements into Units;
- 45.4.2.11    Leasing of Units;
- 45.4.2.12    Imposition of any right of first refusal. Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium; or
- 45.4.2.13    Establishment of self-management by Association. Establishment of self-management by Association where professional management has been in place.

**45.4.3 Percentage of Consent of Unit Owners to Amend any Provisions Included in the Condominium Documents.** The consent of Unit Owners to which at least sixty-seven percent (67%) of the votes in Association are allocated and the approval of Eligible Mortgage Holders, Insurers or Guarantors to which at least fifty-one percent (51%) of the votes of Units subject to a mortgage appertain, shall be required to amend any provisions included in the Condominium Documents and By-laws which are for the express benefit of holders or insurers of first mortgages on Units in the Condominium.

**45.5 Implied Approval.** With regard to approvals required under this Section 48, implied approval will be assumed when an Eligible Mortgage Holder, Insurer or Guarantor fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided that the notice was delivered by certified or registered mail with a "return receipt" requested.

**45.6 Rights of Action.** Association and any aggrieved Unit Owner shall have a right of action against a Unit Owner that fails to comply with the provisions of the Condominium Documents, Articles, or By-Laws, or with decisions of the Association which are made pursuant to authority granted to the Association in such documents. Similarly, Unit Owners shall have a right of action against



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Association for failing to comply with the provisions of the Condominium Documents, Articles, or By-Laws.

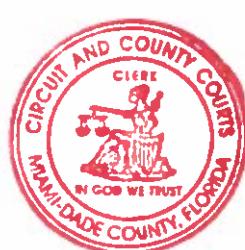
45.7 Failure to Pay Assessments. Assessments against a Unit are the personal obligation of the Owner who owned the Unit at the time the Assessment became due and should not pass to successors in title unless the successor in title agrees to assume the obligation, or if required under applicable law. Successors in title, regardless of how title was acquired, are liable for Assessments which come due while a Unit Owner.

45.8 Insurance Coverages. Association must maintain insurance coverage required by law, such as workmen's compensation insurance. Without limiting or diminishing the responsibilities of mortgagees to obtain and maintain insurance in an amount sufficient to protect the security against the risk or hazards to which the property may be subjected, Association is required to maintain adequate blanket hazard insurance, property insurance, liability insurance, flood insurance, fidelity bond coverage and workmen's compensation insurance. Association shall comply with all of the insurance requirements set forth in Section 14 of Appendix 24 of HUD Handbook 4265.1, dated as of December 1980, as amended from time to time.

45.9 Initial Contribution. The first purchaser of each Unit, at the time of closing of the conveyance from the Developer to the purchaser, shall pay to Association an initial contribution in the amount of two (2) months' Assessments (the "Initial Contribution"). The Initial Contribution shall comprise a segregated fund of the Association (the "Initial Contribution Fund"). The purpose of the Initial Contribution Fund is to assure that Association will have cash available to meet unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the Initial Contribution Fund are not to be considered as advance payment of Assessments. The Initial Contribution Fund may not be used by Developer to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while Developer is in control of Association. Notwithstanding the foregoing, Developer may reimburse itself for funds it paid to Association, if any, for an unsold Unit's share of the Initial Contribution Fund, by using funds collected at closing when the sale of the Unit closes. Developer will transfer the Initial Contribution Fund to Association when control of Association is transferred to Unit Owners. The Initial Contribution may not be used in a manner inconsistent with Section 718.116(9)(b) of the Florida Statutes.

45.10 Reserves. Notwithstanding anything to the contrary set forth in the Condominium Documents, the Articles or the By-Laws, Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Elements as required by the Act, which funds shall be maintained out of regular assessments for Common Expenses.

45.11 Ingress and Egress to Unit. Each Unit Owner has an unrestricted and perpetual right of ingress and egress to his/her Unit. This right passes with each Unit as transfers of ownership of each Unit occur. The right of access for ingress and egress cannot be suspended for violations of this Declaration including non-payment of Assessments.



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**45.12 Leases.** All leases for the leasing of Units must be in writing and specifically provide that the lease is subject to all of the terms set forth in the Condominium Documents and By-Laws. Unit Owners may not enter into a lease for a term of less than six (6) consecutive months.

**45.13 Availability of Documents.** During normal business hours, Association shall be required to make available to prospective purchasers, Unit Owners, lenders and the holders and insurers of the first mortgage on any Unit including Eligible Mortgage Holders, Insurers or Guarantors and Institutional First Mortgagees, current copies of the Condominium Documents, the Articles, the By-Laws, other rules governing the Condominium, including the Rules, and the most recent annual audited financial statement of Association, if such is prepared. In addition, Association shall be required to make available to Unit Owners, lenders and the holders and insurers of a first mortgage on any Unit, including Eligible Mortgage Holders, Insurers or Guarantors and Institutional First Mortgagees, the books, records and financial statements of Association. The requirement to make documents available shall not be interpreted as a requirement to provide copies at no charge. In the event that copies of the documents are requested, Association may charge for the reasonable costs of copying the documents requested.

**45.14 Contracts or Leases.** Without limiting any applicable requirements set forth in the Act, Association may enter into the following types of agreements so long as Association has a right of termination thereof which is exercisable without penalty at any time after the Turnover Date upon not more than ninety (90) days' notice to the other party and any such agreements are for a specific term (i.e., not indefinite):

**45.14.1 Any Management Contract.** Any management contract, employment contract or lease of recreational or parking areas or facilities;

**45.14.2 Contract or Lease.** Any contract or lease, including franchises and licenses, to which a Developer is a party.

**45.15 Developer as Owner.** Notwithstanding the Turnover Date requirements set forth in the By-Laws, Developer has the right as a Unit Owner to exercise the votes allocated to Units which Developer owns; provided, however, Developer is subject to the voting restrictions set forth in Section 718.301 of the Florida Statutes.

**45.16 Transition Committee.** Developer will create a transition committee to provide for and foster early participation of Unit Owners in the management of the Condominium

**45.17 Easement for Encroachments.** In the event any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon the Common Elements or another Unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist for as long as the encroachment exists so long as the physical boundaries of the Units are in substantial accord with the description of those that appear in this Declaration.

**45.18 Right of First Refusal.** Unit Owners may transfer Units free of any right of first refusal or other similar restrictions. In the event this Section 48.18 becomes operative pursuant to



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the requirements of Applicable Financing, this Section 48.18 shall supersede Section 16 to the extent Section 16 provides for a right of first refusal or other similar restrictions.

**45.19 Ownership.** Each Unit Owner shall receive a fee simple estate in their respective Unit, along with an undivided share in the Common Elements and the exclusive use of certain Limited Common Elements, as set forth in this Declaration. Any conveyance of an individual interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred.

**45.20 Right of Entry Upon Units and Limited Common Elements.** Association shall have the irrevocable right to enter upon any Unit and Limited Common Elements to effect emergency repairs, and an irrevocable reasonable right of entry thereupon to perform other repairs, improvements, replacement or maintenance deemed necessary.

**45.21 Common Expenses.** Without limiting the definition of Common Expenses in Section 2 of this Declaration, HUD requires that the definition of Common Expenses mean expenditures made or liabilities incurred by or on behalf of Association, together with assessments for the creation and maintenance of reserves.

**45.22 Foreclosure and Extinguishment of Subordinate Lien.** Notwithstanding anything in this Declaration to the contrary, a lien for Assessments pursuant to Section 11 of this Declaration shall not be affected by the sale or transfer of a Unit, except that a sale or transfer of a Unit pursuant to a foreclosure of a first mortgage by an Institutional First Mortgagee shall extinguish a subordinate lien for Assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit so sold or transferred from the lien of, any Assessments thereafter becoming due.

**45.23 Association as Agent.** Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit in any proceedings, negotiations, settlements or agreements regarding, respecting or relating to the settlement on any insurance claims or condemnation awards.

**45.24 Allocation of Proceeds.** Any and all losses, awards or proceeds from the condemnation, destruction or liquidation of all or part of the Condominium, or from the termination or dissolution of Association, shall be payable to Association, or to the Insurance Trustee, for the benefit of the Unit Owners and their mortgage holders. The distribution of funds to Unit Owners in connection with the termination of the Condominium should be based on each Unit Owner's share of the undivided percentage interest in the Common Elements and Common Surplus as described in Section 6.1 of this Declaration.

**45.25 Additional Rights of Association.** In addition to other rights that Association has, Association has the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes necessary for the proper operation of the Condominium.



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45.26 Amendment by the Board. Should the FHA or VA subsequently delete any of their respective requirements which necessitate the provisions of this Section 48 or make any such requirement less stringent, the Board, without approval of the Owners, may cause an amendment to this Section 48 to be recorded to reflect such changes. Nothing contained in this Section shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the Articles, the By-Laws or Florida law for any acts set out in this Section.

**[SIGNATURE PAGE TO FOLLOW]**



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IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 9<sup>th</sup> day of December, 2016.

WITNESSES:

*Jessica E. Sharpe*  
\_\_\_\_\_  
*Diane Manso*  
\_\_\_\_\_

CENTURY HOMEBUILDERS GROUP,  
LLC, a Florida limited liability company

By:

*Sergio Pino, Manager*

STATE OF FLORIDA )  
 ) SS.:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of December, 2016, by Sergio Pino, as Manager of Century Homebuilders Group, LLC, a Florida limited liability company, ✓ who is personally known to me, or        who has produced \_\_\_\_\_ as identification, on behalf of the limited liability company.

My commission expires:

*Diane Manso*

NOTARY PUBLIC, State of Florida at Large



Print Name Diana Manso



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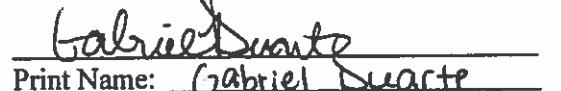
**CONSENT TO  
DECLARATION OF CONDOMINIUM  
FOR  
CENTURY PARK WEST CONDOMINIUM**

IN WITNESS, WHEREOF, Miami Christian School, a Florida non-profit corporation ("Mortgagee"), has caused this Declaration to be duly executed this 6 day of December, 2016.

Mortgagee, the holder of that certain 1) Mortgage from Century Homebuilders Group, LLC, a Florida limited liability company, recorded January 24, 2014, in Official Records Book 29003, Page 1660, 2) Conditional Assignment of Leases, Rents, and Profits recorded January 24, 2014, in Official Records Book 29003, Page 1680, and 3) UCC-1 Financing Statement recorded January 24, 2014, in Official Records Book 29003, Page 1689, all in the Public Records of Miami-Dade County, Florida, which encumbers the Land described in Exhibit A, does hereby Consent to the Declaration of Condominium for Century Park West Condominium, to which this consent is attached, and acknowledges that the terms thereof are and shall be binding upon Mortgagee and its successors and assigns.

IN WITNESS, WHEREOF, the undersigned has executed this Consent on this 6 day of December, 2016.

**WITNESSES:**

  
Print Name: Pedro Hernandez  
  
  
Print Name: Gabriel Durante

**Miami Christian School, a Florida non-profit corporation**

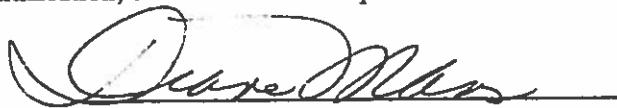
By: William G. Lukes Jr.  
Name: William G. Lukes Jr.  
Title: President  
Date: 12/06/16

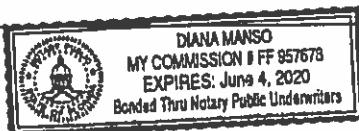
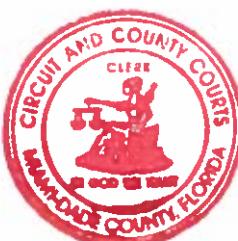
[SEAL]

STATE OF FLORIDA )  
) SS.:  
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 6 day of December, 2016 by Diana Manso as William Lukes Jr. of Miami Christian School, a Florida non-profit corporation, who is personally known to me or who produced \_\_\_\_\_ as identification, on behalf of the corporation.

My commission expires:

  
NOTARY PUBLIC, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_



**CONSENT TO  
DECLARATION OF CONDOMINIUM  
FOR  
CENTURY PARK WEST CONDOMINIUM**

IN WITNESS, WHEREOF, Apollo Bank, a Florida banking corporation ("Mortgagee"), has caused this Declaration to be duly executed and its corporate seal to be hereunto suffixed this 5th day of December, 2016.

Mortgagee is the holder of that certain Mortgage Deed from Century Homebuilders Group, LLC, a Florida limited liability company, dated June 9, 2015 and recorded in Official Records Book 29652, Page 1476, Public Records of Miami-Dade County, Florida, which encumbers the Land described in Exhibit A, does hereby Consent to the Declaration of Condominium for Century Park West Condominium, to which this consent is attached, and acknowledges that the terms thereof are and shall be binding upon Mortgagee and its successors and assigns.

IN WITNESS, WHEREOF, the undersigned has executed this Consent on this 5th day of December, 2016.

**WITNESSES:**

Zaida M Betancourt  
Print Name: Zaida M. Betancourt  
Lynn Munoz  
Print Name: Lynn Munoz

Apollo Bank, a Florida banking corporation

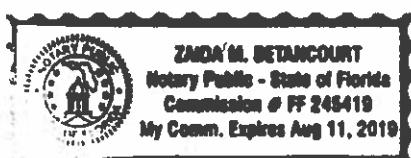
By: \_\_\_\_\_  
Name: Odoardo Sbarra  
Title: Chief Lending Officer, SVP  
Date: December 5, 2016

[SEAL]

STATE OF FLORIDA )  
 ) SS.:  
COUNTY OF Miami-Dade )

The foregoing instrument was acknowledged before me this 5th day of December, 2016 by Odoardo Sbarra as Chief Lending Officer, SVP of Apollo Bank, a Florida banking corporation, who is personally known to me or who produced \_\_\_\_\_ as identification, on behalf of the corporation.

My commission expires:



Zaida M Betancourt  
NOTARY PUBLIC, State of Florida  
Print Name: Zaida M. Betancourt



**EXHIBIT 1**  
**LEGAL DESCRIPTION OF LAND**

Tract "A", of "CENTURY PARK WEST", according to the Plat thereof, as recorded in Plat Book 171, at Page 87, of the Public Records of Miami-Dade County, Florida, LESS the following described parcel:

Commence at the Northeast corner of said Tract "A" of the aforementioned plat for "Century Park West", thence run N86°55'03"secW, along the North line of said Tract "A", for a distance of 295.62 feet to a point; thence run S03°03'54"W for a distance of 227.19 feet to the POINT OF BEGINNING; thence continue S03°03'54"W for a distance of 45.37 feet to a point; thence run N86°56'06"W for a distance of 145.43 feet to a point; thence run N03°03'54"E for a distance of 45.37 feet to a point; thence run S86°56'06"E for a distance of 145.43 feet to the point of beginning.

Containing an area of 7.08 acres, more or less, lying and being in Miami-Dade County, Florida.



Century Park West Condominium  
Legal Description of Land

**EXHIBIT 2**

**ARTICLES OF INCORPORATION  
OF  
CENTURY PARK WEST CONDOMINIUM ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)**



Century Park West Condominium Association, Inc.  
Articles of Incorporation

16 MAR 28 AM 11:45

**ARTICLES OF INCORPORATION  
FOR**

**CENTURY PARK WEST CONDOMINIUM ASSOCIATION, INC.,  
STATE OF FLORIDA**

The undersigned, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, does hereby adopt the following Articles of Incorporation (these "Articles").

1. **Name.** The name of the corporation shall be Century Park West Condominium Association, Inc. (the "Association").

2. **Principal Office.** The principal office of the Association is 782 NW 42<sup>nd</sup> Avenue, Suite 650, Miami, Florida 33126.

3. **Registered Office - Registered Agent.** The street address of the Registered Office of the Association is c/o Eugenio Duarte, P.A., 999 Ponce de Leon Blvd., Suite 735, Coral Gables, Florida 33134. The name of the Registered Agent of the Association is:

**EUGENIO DUARTE, P.A.**

4. **Definitions.** A declaration entitled Declaration of Condominium for Century Park West Condominium (the "Declaration") will be recorded in the Public Records of Miami-Dade County, Florida, and shall govern all of the operations of a Condominium to be known as Century Park West Condominium (the "Condominium"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. **Purpose.** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") for the operation of the Condominium on property located in Miami-Dade County, Florida. The Association is organized to provide a means of administering the Condominium. The Unit Owners of the Condominium shall automatically be members ("Members") of the Association.

6. **Powers and Duties.** The powers of the Association shall include and be governed by the following:

6.1. **General.** The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.

6.2. **Enumeration.** Without limiting the foregoing, the Association shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws including, but not limited to, the following:

6.2.1. **Assessments and Special Assessments.** To make and collect Assessments, Special Assessments and other charges from Unit Owners as provided in the Declaration, and to use the proceeds thereof in the exercise of its powers and duties, to lease, maintain, repair, or replace the common elements or Association property; however the Association may not charge

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a use fee against Unit Owners for the use of the common elements or Association property unless otherwise provided in the Declaration of Condominium or by majority vote of the Association or unless the charges relate to expenses incurred by an Owner having exclusive use of the common elements or association property.

6.2.2. Purchase of Units, Leases and Personal Property. To buy, own, operate, lease, sell, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium, and to maintain, repair, replace, reconstruct, add to and operate any Condominium Property, and other property acquired or leased by the Association for use by Unit Owners in the Condominium. The Association has the power, unless prohibited by the Declaration, Articles of Incorporation, or Bylaws of the Association, to purchase Units in the Condominium and to acquire hold, lease, mortgage, and convey them. There shall be no limitation on the Association's right to purchase a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid assessments, or to take title by deed in lieu of foreclosure. The Association has the power to purchase any land or recreational lease, subject to the same manner of approval as in Section 718.114 for the acquisition of leaseholds.

6.2.3. Insurance. To purchase insurance upon any Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners of the Condominium. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of Article 12.

6.2.4. Rules and Regulations. To make and amend reasonable rules and regulations (the "Rules and Regulations") for the maintenance, conservation and use of any Condominium Property and for the health, comfort, safety and welfare of the Unit Owners in the Condominium.

6.2.5. Enforcement. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the Rules and Regulations.

6.2.6. Management and Employees. To employ personnel, retain independent contractors, managers, and professional personnel; enter into any supply or service contracts; and contract for the management of the Condominium and, in connection therewith, to delegate powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act.

6.2.7. Approval of Transfers. Approve or disapprove the leasing, transfer, ownership, and possession of Units as may be provided by the Declaration.

6.2.8 Legal Action. To institute, maintain, settle, or appeal actions or hearings in its name on behalf of Unit owners concerning matters of common interest to the most or all Unit Owners, including, but not limited to, the common elements; the roof and structural components of a building or other improvements; mechanical, electrical, and plumbing elements serving an

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improvement or a building; representations of the Developer pertaining to any existing or proposed commonly used facilities; and protesting ad valorem taxes commonly used facilities and on Units; and may defend actions in eminent domain or bring inverse condemnation actions. If the Association has a right to maintain a class action, the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory common-law right of any individual Unit Owner or class of Unit Owners to bring any action without the participation by the Association which may otherwise be available.

**6.2.9 Access to Units.** The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a Unit or Units.

**6.2.10 Common Elements.** The Association, through its board, has the limited power to convey a portion of the common elements to condemning authority for the purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain.

**6.2.11 Easements.**

**7. Unit Owners and Membership.**

**7.1. Membership.** The Members of the Association shall consist of all of the record owners of Units in the Condominium from time to time.

**7.2. Assignment.** The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held. The funds and assets of the Association shall be expended, held or used only for the benefit of the Unit Owners and for the purposes authorized herein, in the Declaration, and in the By-Laws.

**7.3. Voting.** On all matters upon which the Unit Owners shall be entitled to vote, there shall be only one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the By-Laws. Any person or entity owning more than one (1) Unit shall be entitled to one (1) vote for each Unit owned.

**7.4. Prior to Recordation of Declaration.** Until such time as the real property comprising the Condominium, and the improvements now and/or to be constructed thereon, are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Miami-Dade County, Florida, the membership of the Association (the "Membership") shall be comprised of the Directors of the Association, each of whom shall be entitled to cast a vote on all matters upon which the Membership would be entitled to vote.

**8. Term of Existence.** The Association shall have perpetual existence.



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9. Directors.

9.1. Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors (the "Board") consisting initially of three (3) directors, but subject to change as provided by the By-Laws. Directors appointed or designated by the Developer need not be Unit Owners of the Association or residents of Units in the Condominium. All other directors must be Unit Owners.

9.2. Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the Board, its agents, contractors and/or employees, subject only to approval by Unit Owners when such approval is specifically required by the Declaration or the Act.

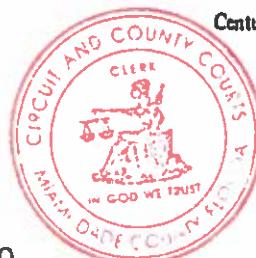
9.3. Election; Removal. Directors shall be appointed, elected, and removed as provided in the By-Laws.

9.4. Current Directors. The names and addresses of the members of the current Board of Directors who shall hold office until their successors are appointed and/or elected, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Diana Manso	782 NW 42 <sup>nd</sup> Avenue, Suite 650 Miami, FL 33126
Jessica E. Suarez	782 NW 42 <sup>nd</sup> Avenue, Suite 650 Miami, FL 33126
Pedro Hernandez	782 NW 42nd Avenue, Suite 650 Miami, FL 33126

10. Officers. The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board and shall serve at the pleasure of the Board. The names and addresses of the current officers who shall serve until their successors are designated by the Board are as follows:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Diana Manso	President	782 NW 42 <sup>nd</sup> Avenue, Suite 650 Miami, FL 33126
Jessica E. Suarez	Vice President	782 NW 42 <sup>nd</sup> Avenue, Suite 650 Miami, FL 33126
Pedro Hernandez	Secretary/Treasurer	782 NW 42nd Avenue, Suite 650 Miami, FL 33126



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11. Incorporator. The name and address of the incorporator is as follows:

Eugenio Duarte, Esq.  
The Duarte Law Firm  
999 Ponce De Leon Blvd. Suite 735  
Miami, Florida 33134

12. Indemnification.

12.1. Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, employee, officer, or agent of the Association, against expenses (including reasonable attorneys' fees and paraprofessional fees at trial and upon appeal), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful.

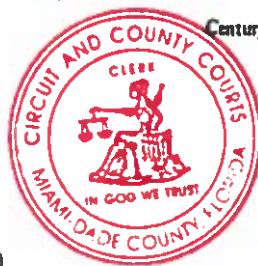
12.2. Limitations on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have adjudged to be liable for gross negligence or intentional misconduct in the performance of his duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

12.3. Effect of Termination of Action. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

12.4. Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 12.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.

12.5. Approval. Any indemnification under Section 12.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 12.1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs,

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by independent legal counsel in a written opinion, or by a majority of the voting interests of the Unit Owners.

12.6. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by the Association as authorized in this Article 12.

12.7. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the By-Laws, agreement, vote of Unit Owners or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

13. By-Laws. The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board, Unit Owners, and/or the Developer as provided in the By-Laws.

14. Amendments. Amendments to these Articles shall be proposed and adopted in the following manner:

14.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

14.2. Proposal. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or Unit Owners holding one-third (1/3) of the voting interests in the Association.

14.3. Approval. An amendment shall be approved once it is approved:

14.3.1. by Unit Owners holding a majority of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum thereof has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the entire Board; or

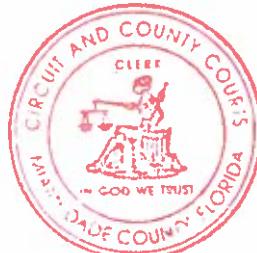
14.3.2. by Unit Owners holding eighty percent (80%) of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum has been attained; or

14.3.3. prior to the date upon which Unit Owners other than Developer control the Board, by not less than one hundred percent (100%) of the entire Board.

14.4. Attendance Not Required. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or

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disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

14.5. Limitation. Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Act, the Declaration, or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers, or options herein provided in favor of or reserved to the Developer herein or in the Declaration unless the Developer shall join in the execution of the amendment.

14.6. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Miami-Dade County, Florida.

14.7. Developer. The Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone. This paragraph may not be amended.

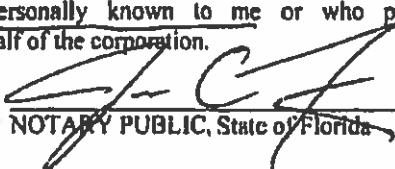
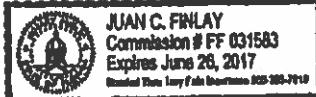
For the purpose of forming this Association under the Laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of the 21 day of March 2016

  
Diana Manso

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )  
                        ) SS.:  
                        )

The foregoing instrument was acknowledged before me this 21 day of  
March, 2016, by Diana Manso, as President of Century Park West  
Condominium Association, Inc., who is personally known to me or who presented  
as identification, on behalf of the corporation.

My commission expires:

  
NOTARY PUBLIC, State of Florida

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**ACCEPTANCE BY REGISTERED AGENT**

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

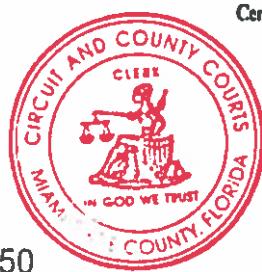
Dated this 17 day of March, 2016

EUGENIO DUARTE, P.A.

By:  
Print Name: Eugenio Duarte  
Title: President

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SACRAMENT OF STATE  
TALLAHASSEE FLORIDA

Century Park West Condominium  
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## **EXHIBIT 3**

### **BY-LAWS OF CENTURY PARK WEST CONDOMINIUM ASSOCIATION, INC.**

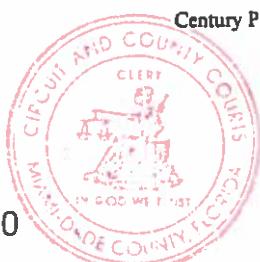


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**BY-LAWS  
OF  
CENTURY PARK WEST CONDOMINIUM ASSOCIATION, INC.**

1. **Identity.** These are the By-Laws of Century Park West Condominium Association, Inc. (the “Association”), a corporation not-for-profit, incorporated under the laws of the State of Florida and organized for the purpose of administering that certain condominium located in Miami-Dade County, Florida, and known as Century Park West Condominium (the “Condominium”).

2. **Definitions.** All of the initially capitalized terms used herein shall have the meanings set forth in the Declaration of Condominium for Century Park West Condominium, unless defined otherwise herein. In addition, the following terms shall have the following meanings:

“Act” shall mean the Florida Act as it is amended from time to time; provided, however, the Act shall not be incorporated in these By-Laws or in any other document governing the Condominium except as specifically set forth herein.

“Articles” shall mean the Articles of Incorporation for the Association, as the same may be amended from time to time.

“Board” shall mean the Board of Directors of the Association.

“Committee” shall mean any committee created by the Board.

“Condominium Documents” shall mean the Declaration, the Articles, these By-Laws, and the Rules and Regulations, as the same may be amended from time to time.



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**“Division”** shall mean the Florida Division of Condominiums, Timeshares, and Mobile Homes.

**“Members Meeting”** shall mean any meeting of the Unit Owners held in accordance with these By-Laws and the Act.

**“Turnover Date”** shall have the meaning set forth in Section 4.2.1 hereof.

### 3. **Members.**

#### 3.1 **Annual Members Meeting.**

3.1.1 **Date.** The Annual Members Meeting shall be held on the date, at the place, and at the time determined by the Board from time to time.

3.1.2 **Purpose and Notice.** The purpose of the Annual Members Meeting shall be stated in the notice of the meeting, which shall include an agenda. Advance notice shall be mailed to the address last furnished to the Association, or hand delivered to each Unit Owner at least fourteen (14) days prior to the Annual Members Meeting at a specific location designated by a rule duly adopted by the Board upon which shall be posted notice of all meetings of the Unit Owners, and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the Annual Members Meeting, all as specifically provided in the Act.

3.1.3 **Agenda.** The Agenda for an Annual Members Meeting shall include each of the following items, if applicable, and any additional items deemed appropriate by the Board: call to order; collection of ballots not yet cast, appointment of a chairman of the Annual Members Meeting (who need not be a Member or a Director); proof of notice of the Members Meeting or waiver of notice; appointment of inspectors of election; election of Director(s); reports of committees, unfinished business, new business, and adjournment. It shall also include the proposed annual budget of common expenses.

#### 3.2 **Special Members Meetings.**

3.2.1 **How Called.** A Special Members Meeting may be called by the President or by a majority of the Board of the Association, and must be called by the President or Secretary upon receipt of a written request from Unit Owners holding 75% of all the Voting Interests of the Association. Special Members Meetings shall be set within thirty (30) days after such written application of the Members. Additionally, a Special Members Meeting may be called by Unit Owners holding ten percent (10%) of the Voting Interests of the Association to recall a Director or Directors of the Board as permitted by the Act (currently Section 718.112(2)(j)).

3.2.2 **Purpose and Notice.** Special Members Meetings may be called by the President or upon written application to the Board by 75% of the Unit Owners or by a majority of the Directors. The Special Meeting may be called for any purpose permitted by law and pursuant to Chapter 718 Florida Statutes. The business conducted at a Special Members Meeting shall be limited to that stated in the notice of the Special Members Meeting, which shall include



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an agenda. Advance notice shall be hand delivered or mailed to Unit Owners at least fourteen (14) days prior to the Special Members Meeting, and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the Special Members Meeting, all as specifically provided in the Act.

**3.2.3     Agenda.** The Agenda for a Special Members Meeting shall include each of the following items, if applicable, and any additional items deemed appropriate by the Board: call to order; appointment of a chairman of the Special Members Meeting (who need not be a Member or a Director); proof of notice of the Members Meeting or waiver of notice; special items of business, and adjournment.

**3.2.4     Budget.** The Members Meeting to consider the budget must be open to all members. The Budget may be adopted by the Board. Notwithstanding the foregoing, if an adopted budget requires assessments against the members in any fiscal year or calendar year which exceeds 115 percent of the assessments for the preceding year, within twenty-one (21) days after adoption of the annual budget and upon written application to the Board of Directors of ten percent (10%) of the members, the President shall call a special meeting of the members within sixty (60) days after adoption of the annual budget. Notice of the special meeting shall be hand delivered or mailed to each member at least fourteen (14) days prior to said meeting. At the special meeting, members shall consider and enact a budget. If the adoption of the budget by the members is necessary, the adoption of the budget requires a vote of not less than a majority vote of all the voting interests. The Board of Directors may propose a budget to the members at a meeting of members or in writing, and if the budget or proposed budget is approved by the members at the meeting or by a majority of all the voting interests in writing the budget is adopted. If a meeting of the members has been called and a quorum is not attained or a substitute budget is not adopted by the members, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis or assessments for the betterments to the Condominium Property shall be excluded for the computation. However, as long as the Developer is in control of the Board of Directors, the Board of Directors shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessment without approval of a majority of all the voting interests.

**3.2.5     Notice Special Meeting.** No business shall be transacted at any special meeting except as stated in the notice thereof unless by vote of not less than two-thirds (2/3) of the voting interests of those present and voting. Notice shall be given by the Secretary of all special meetings, or of the Secretary shall fail to do so, by the President of Board of Directors, not less than ten (10) days before the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices deposited in the mail, postage prepaid, and addressed to the members' last known addresses according the Association's records, within the prescribed time or, in lieu of mailing, delivered by hand to the members or left at their residences in their absence, shall suffice. In addition to such written notice, the Secretary shall conspicuously post continuous notice of the meeting at least ten (10) days prior thereto at the specific location as provided in Section 2 above. Members may waive such notice and may act



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by unanimous written agreement without meetings, for any matter not prohibited by Chapter 617 or Chapter 718, Florida Statutes.

3.3 Waiver of Notice. Notice of a Members Meeting may be waived by a Unit Owner unless prohibited by the Act.

3.4 Affidavit or Certificate of Mailing. The Association shall include in the official records of the Association an affidavit or certificate of mailing signed by an officer of the Association or the Manager or the person providing notice of the Members Meeting, and filed among the official records of the Association, conforming with the requirements of the Act, which are incorporated herein by reference (currently Section 718.112(2)(d)2).

3.5 Quorum. A quorum at a Members Meeting shall be attained by the presence, either in person or by proxy, of Unit Owners entitled to cast fifty percent (50%) of the Voting Interests of the Unit Owners; provided, however, quorum requirements (or lack thereof) and requirements that a minimum number of ballots be cast for the election of Directors shall be as provided in the Act.

3.6 Voting by Members.

3.6.1 Majority Vote. The acts approved by Unit Owners holding a majority of the Voting Interests of the Association present in person or by proxy at a Members Meeting at which a quorum is present shall be binding upon all Unit Owners except where otherwise provided by law or in the Condominium Documents.

3.6.2 Voting Interests. Each Unit Owner shall be a Member of the Association. No person who holds an interest in a Unit only as security for the performance of an obligation shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit. There shall be one vote appurtenant to each Unit. For the purposes of determining who may exercise the Voting Interest associated with each Unit, the following rules shall govern:

3.6.2.1 Unit Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Unit. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.6.2.2 Trusts. In the event that any trust owns a Unit, the Association shall have no obligation to review the trust agreement with respect to such trust. If the Unit is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Unit Owner of the Unit for all Association purposes. If the Unit is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Unit for all Association purposes. If the Unit is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Unit for all Association purposes. If the Unit is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the Member with respect to the Unit for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Unit, either trustee may



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exercise the Voting Interest associated with such Unit. In the event of a conflict between trustees, the Voting Interest for the Unit in question cannot be exercised. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Unit shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

**3.6.2.3 Corporations.** If a Unit is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Unit. If the corporation fails to designate a person to vote, then the President or Vice-President may exercise the Voting Interest associated with such Unit. In the event of a conflict among the officers entitled to exercise a Voting Interest, the Voting Interest for such Unit cannot be exercised.

**3.6.2.4 Partnerships.** If a Unit is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Unit. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Unit is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Unit. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Unit cannot be exercised.

**3.6.2.5 Multiple Individuals.** If a Unit is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Unit. In the event that there is a conflict among such individuals, the Voting Interest for such Unit cannot be exercised.

**3.6.3 Liability of the Association.** The Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

**3.7 Proxies.** Votes may be cast in person or by use of a limited proxy complying with the requirements of the Act, and shall be used only for the specific meeting for which originally given, and any adjournment of that meeting. All of the provisions of the Act regarding general and limited proxies are incorporated into these By-Laws by reference (currently Section 718.112(2)(b)2). A proxy holder need not be a Unit Owner; provided, however, no person other than a designee of the Developer may hold more than five (5) proxies until after the Turnover Date.

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**3.8 Adjourned Members Meetings.** If any proposed Members Meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the Members Meeting from time to time until a quorum is present, provided notice of the newly scheduled Members Meeting is given in the manner required for the giving of notice of a Members Meeting.

**3.9 Action Without a Members Meeting.** Unless prohibited by law, any action required to be taken or which may be taken at any Members Meeting may be taken without a Members Meeting, without prior notice, and without a vote of the Members if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) holding not less than the minimum number of Voting Interests that would be necessary to approve such action. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Unit Owners who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

**4. Directors.**

**4.1 Membership.** The affairs of the Association shall be governed by a Board with a minimum of three (3) Directors. Notwithstanding the foregoing, the number of Directors may be increased and decreased to any odd number (so long as there is at least three (3) Directors) from time to time by the Developer prior to the Turnover Date, and after the Turnover Date upon the vote of Unit Owners holding a majority of the Voting Interests of the Association present in person or proxy at a Members Meeting at which a quorum is obtained. Any change in the number of Directors shall not become effective until the next Annual Members Meeting (e.g., prior to the mailing of any notice required for an election of Directors). Any Director designated or appointed by Developer need not be a Unit Owner or a resident of a Unit. All other Directors must be Unit Owners.

**4.2 Developer's Right to Appoint.** If Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in a condominium that will be operated ultimately by an Association, the Unit Owners other than the Developer are entitled to elect at least one-third (1/3) of the Members of the Board of Administration of the Association.

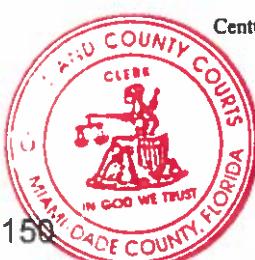
**4.2.1 Turnover Date.** Unit Owners other than the Developer are entitled to elect at least a majority of the Members of the Board of Administration of an Association, upon the first to occur of any of the following events (the "Turnover Date"):

4.2.1.1 three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

4.2.1.2 three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

4.2.1.3 when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

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4.2.1.4 when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;

4.2.1.5 when the Developer files a petition seeking protection in bankruptcy;

4.2.1.6 when a receiver for the developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the association or its members; or

4.2.1.7 Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one condominium, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first.

4.2.2 Turnover Meeting. Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect one or more Directors to the Board, or if the Developer has elected to accelerate such events aforesaid, the Association shall call and give not less than sixty (60) days' notice of an election as provided in Section 718.112(2)(d) of the Act. The election shall proceed as provided in Section 718.112(2)(d) of the Act. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so. At the time that Unit Owners other than the Developer elect a majority of the Directors comprising the Board of the Association (or not more than ninety (90) days after such election with respect to the audited financial records of the Association), the Developer shall relinquish control of the Association and, at the Developer's expense, deliver to the Association all property of the Association held by or controlled by the Developer, and all items required to be turned over by the Act.

4.3 Election of Directors. All of the provisions regarding the election of Directors in the Act and in the Florida Administrative Code are incorporated herein by reference. The Act contains detailed and specific provisions, which may be changed by the Florida legislature from time to time. In general, the Act requires the election of Directors shall be held at the Annual Members Meeting. The regular annual elections, as well as elections to fill vacancies, shall be by written ballot or voting machine, and by a plurality of the votes cast, each person voting shall be entitled to cast his vote for each of as many candidates as there are vacancies to be filled. There shall be no cumulative voting. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of

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Directors. Notwithstanding the provisions of this subsection, an election and balloting are not required unless more candidates file notices of intent to run than vacancies exist on the Board. The Act and the Florida Administrative Code contain detailed and specific provisions on the manner in which notices must be sent to Unit Owners and the manner in which the elections must actually be held.

**4.4     Vacancies and Removal.**

**4.4.1     Vacancies Generally.** Except as to vacancies resulting from removal of Directors by Members, vacancies in the Board occurring between Annual Members Meetings shall be filled by the remaining Directors even if less than a quorum (e.g., one Director remains), provided that only Developer may vote, in person or by limited proxy, to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Developer.

**4.4.2     Recall of a Director.** Directors may be removed from office in the manner provided for the removal of Directors in the Act. As stated in Section 718.112(2)(j) of the Act, as it may be renumbered from time to time, a Director may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all Unit Owners. A Special Members Meeting for recall may be called by Unit Owners holding ten percent (10%) of the Voting Interests in the Association. Directors elected or appointed by Unit Owners other than the Developer shall be subject to recall only by the Unit Owners other than the Developer. Voting Interests owned or controlled by the Developer shall not vote in such recall, whether in person or by proxy. Directors appointed by the Developer shall not be subject to recall or removal by the Unit Owners.

**4.5     Term.** Except as provided herein to the contrary, the term of each Director's service shall extend until the next Annual Members Meeting when his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

**4.6     Regular Board Meetings.** Regular Board Meetings may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

**4.7     Special Board Meetings.** Special Board Meetings may be called by the President and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors.

**4.8     Notice Requirements for Board Meetings.**

**4.8.1     Generally.** Notice of Board Meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least two (2) days prior to the meeting. Notice of Board Meetings shall be posted conspicuously on the Condominium Property for at least forty-eight (48) continuous hours in advance for the attention of the Unit Owners except in the event of an emergency. Upon notice given by mail or personally to each Unit Owner, the Board shall adopt a rule designating a specific location on the Condominium Property upon which all notices of Board meetings, both regular and special, shall be posted.

**4.8.2     Agenda.** All notices for Board Meetings must specifically incorporate an agenda. Any item not included on the notice may be taken up on an emergency basis by a

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majority plus one of the Directors. Such emergency action shall be noticed and ratified at the next regular Board Meeting. Notice of Board Meetings at which Assessments shall be considered shall contain a statement that Assessments will be considered and describe the nature of such Assessments.

**4.8.3 Additional Notice Requirements for Assessments and Other Special Items.** Notwithstanding the above, at any Board Meeting at which there will be proposed, discussed or approved (i) non-emergency Special Assessments, or (ii) amendments to Rules and Regulations regarding Unit use, additional notice must be mailed or hand delivered to each Unit Owner as well as posted conspicuously on the Condominium Property, not less than fourteen (14) days prior to the Board Meeting. Evidence of compliance with the fourteen (14) day notice requirement shall be in the form of an affidavit executed by the person providing notice, which shall be placed in the official records of the Association.

**4.9 Waiver of Notice.** Any Director may waive notice of a Board Meeting before or after the Board Meeting and that waiver shall be deemed equivalent to be due receipt by such Director of notice. Attendance by any Director at a Board Meeting shall constitute a waiver of notice of such Board Meeting, except when his attendance is for the express purpose of objecting at the beginning of the Board Meeting to the transaction of business because the Board Meeting is not lawfully called.

**4.10 Quorum.** A quorum at Board Meetings shall consist of a majority of the Board. The acts approved by a majority of those present at a Board Meeting at which a quorum is present shall constitute the acts of the Board except when approval by a greater number of Directors is specifically required by the Condominium Documents.

**4.11 Adjourned Board Meetings.** If at any proposed Board Meeting there is less than a quorum present, the majority of those present may adjourn the Board Meeting from time to time until a quorum is present, provided notice of such newly scheduled Board Meeting is given as required herein. At any newly scheduled Board Meeting, any business that might have been transacted at the Board Meeting as originally called may be transacted.

**4.12 Joinder in Board Meeting by Approval of Minutes.** The joinder of a Director in the action of a Board Meeting which such Director had attended by signing and concurring in the minutes of that Board Meeting shall constitute the approval of that Director of the business conducted at the Board Meeting.

**4.13 Presiding Officer.** The presiding officer at the Board Meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.

**4.14 Committees.** The Board may create one or more Committees, appoint Board Members and/or Unit Owners to such Committees, and invest in such Committees such powers and responsibilities as the Board shall deem advisable to make recommendations to the Board regarding the Association or the Condominium. To the extent required by the Act, notice of Committee Meetings shall be given in the same manner as for Board Meetings.

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4.15 Attendance. A Director who is present at any Director's meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

4.16 Voting. A Director may not vote by proxy and there shall be no secret ballot voting by Directors at a Board meeting, except that officers may be elected by secret ballot. The minutes of the meeting must reflect each Director's vote or abstention.

4.17 Unanimous Written Consent. A unanimous written consent setting forth any action to be taken by the Board and signed by all Directors shall be sufficient to constitute the consent and approval to such action by the Board. Nothing in this Section 4.17 shall allow any such action to be taken by the Board without a meeting of the Board to the extent a meeting of the Board is required to be held to take such action under the Act.

5. Minutes of Board and Members Meetings. The minutes of all Board Meetings and Members Meetings shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

6. Unit Owners' Right to Participation at Members Meetings, Board Meetings, and Committee Meetings. All Members Meetings, Board Meetings, and Committee Meetings shall be open to Unit Owners. Unit Owners shall have a right to participate at all Members Meetings and Board Meetings as to all designated agenda items. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner participation. Unit Owners shall have the right to tape record or videotape Members Meetings and Board Meetings subject to the reasonable rules adopted by the Division.

7. Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those powers and duties existing under the laws of Florida and the Condominium Documents. Such powers and duties shall be exercised in accordance with the Condominium Documents and the Act, and shall include, without limitation, the right, power and authority to:

7.1 Operate and maintain all portions of the Condominium Property other than the Units.

7.2 Convey a portion of the Common Elements to a condemning authority, governmental entity, or a public utility for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

7.3 Employ and dismiss the personnel necessary for the maintenance and operation of the Common Elements.

7.4 Adopt and amend Rules and Regulations concerning the details of the operation and use of the Condominium Property.



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7.5 Maintain bank accounts on behalf of the Association and designate the signatories required therefor. The duty to maintain accounting records shall be according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

7.6 Purchase (at a foreclosure sale or otherwise), lease, hold, mortgage, or otherwise acquire Units or other property in the name of the Association or its designee for the use and benefit of the Unit Owners or for use by a resident manager or concierge. Without limiting the foregoing, the Association, when authorized by a majority of the Voting Interests of the Units represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the use or benefit of the Unit Owners (whether or not on an exclusive basis). The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

7.7 Obtain and maintain adequate insurance to protect the Association and the Condominium Property.

7.8 Make repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings or otherwise.

7.9 Enforce obligations of the Unit Owners.

7.10 Levy fines where appropriate against Units for the failure of the Unit Owner, or its occupant, licensee or invitee, to comply with any provision of the Declaration, these By-Laws or any other reasonable rules of Association.

7.11 Borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep, and/or maintenance of the Condominium Property, and to execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, provided that such actions are approved by a majority of the entire membership of the Board and a majority of the Voting Interests of the Unit Owners represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Voting Interests of the Unit Owners as may be specified in these By-Laws with respect to certain borrowing.

7.12 Contract for the management and maintenance of the Condominium Property and authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and Special Assessments, preparation of records, enforcement of Rules and maintenance, repairs and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association shall,



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however, retain at all times the powers and duties granted by the Condominium Documents and the Act, including but not limited to the making of Assessments, Special Assessments, promulgation of Rules and execution of contracts on behalf of the Association.

7.13 At its discretion, authorize Unit Owners or other persons to use portions of the Common Elements for private parties, gatherings, and other purposes and impose reasonable charges for such private use.

7.14 Grant, modify or move any easement, subject to the provisions of the easement, without the joinder of any Unit Owners, if the easement constitutes part of or crosses the Common Elements.

7.15 Levy Assessments and Special Assessments against Unit Owners and perform all other fiscal obligations of the Association.

7.16 The irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.

7.17 Charge a Use Fee against a Unit Owner for the exclusive or non-exclusive use of all or a portion of the Common Elements or Condominium Property or as otherwise provided by the Declaration.

8. **Officers.** Officers elected by the Directors appointed by the Developer need not be Unit Owners. All other officers must be Unit Owners. The Board shall elect the officers listed below. Prior to the Turnover Date, any person may hold two (2) or more offices except that the President shall not also serve as the Secretary of the Association at the same time. Prior to the Turnover Date, 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 properly manage the affairs of the Association.

8.1 **President.** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

8.2 **Vice President.** The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice President of an association and as shall otherwise be prescribed by the Directors.

8.3 **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

8.4 **Assistant Secretary.** The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

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8.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall perform all other duties incident to the office of the treasurer of an association and as may be required by the Directors or the President.

9. Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for any service or item to be supplied by such Director or officer; provided, however, management of the Condominium shall be through a company in the business of providing professional management services to associations. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties. This provision may only be amended by Unit Owners holding a majority of the Voting Interests in the Association.

10. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

11. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

11.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

11.2 Adoption of Budget by Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the Condominium complying with Section 718.112(2)(f) of the Act, which is incorporated herein by reference.

11.3 Notice of Budget Meeting. A copy of the proposed budget shall be mailed to each Unit Owner not less than fourteen (14) days prior to the Board Meeting at which the budget will be considered, together with a notice of that Board Meeting indicating the time and place of such meeting.

11.4 Special Membership Meeting on Budget. If a budget is adopted by the Board which requires Assessments against the Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments (as determined by the Act) for the preceding year, as hereinafter defined, upon written application of Unit Owners holding ten percent (10%) of the Voting Interests to the Board, a Special Members Meeting shall be held as provided in the Act (currently Section 718.112(2)(e), which is incorporated herein by reference).

11.5 Limitation on Developer Approved Budget Increases. As long as the Developer is in control of the Board, the Board shall not impose an Assessment for a year greater than one hundred fifteen percent (115%) of the prior year's Assessment (as determined pursuant to the Act), without the approval of Unit Owners owning a majority of the Voting Interests (including the Voting Interests of the Developer).



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11.6 Collection of Assessments. Assessments shall be collected from the Unit Owners monthly on the first day of each month. Assessments may be accelerated as provided in the Declaration and as permitted by the Act. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended and increased at any time by the Board upon compliance with the notice and other requirements of the Act.

11.7 Depository. The depository of the Association shall be such bank or banks in County 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 these accounts shall be made only by checks signed by such person or persons as are authorized by the Directors.

11.8 Reserve Funds. The provision of the Act respecting Reserve funds are incorporated herein.

11.9 Acceleration of Assessment. If a Unit Owner shall be delinquent in the payment of an Assessment, the Board may accelerate the remaining installments of the Assessment as permitted by the Declaration and the Act.

11.10 Fidelity Bonds. To the extent required by law, fidelity bonds shall be required for those persons who control or disburse funds of the Association in the amount(s) required by the Act. As defined in 718.111(11)(d), the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the President, Secretary and Treasurer of the Association. The premiums on such bonds shall be paid by the Association as a Common Expense.

11.11 Financial Reports. Within ninety (90) days (or as otherwise provided in the Act from time to time) following the end of the fiscal year, or annually on such date as is otherwise provided herein, the Board shall mail, or furnish by personal delivery, to each Unit Owner financial reports complying with the requirements of the Act.

12. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all notice purposes until notified in writing of changes therein as provided above.

13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.

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

14.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

14.2 Proposal. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by Unit Owners holding not less than one-third (1/3) of the Voting Interests of the Association.



Century Park West Condominium Association, Inc.  
By-Laws  
14

14.3 Approval. An amendment shall be approved as follows:

14.3.1 by Unit Owners holding not less than a majority of the Voting Interests in the Association in person or by proxy at a Members Meeting at which a quorum has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the entire Board; or

14.3.2 by Unit Owners holding eighty percent (80%) of the Voting Interests of the Association in person or by proxy at a Members Meeting at which a quorum has been attained; or

14.3.3 prior to the date that Unit Owners other than Developer control the Board, by not less than one hundred percent (100%) of the entire Board.

14.4 Attendance Not Required. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

14.5 No Amendments Adverse to the Developer. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of the Developer. No Amendment shall be made that is in conflict with the Articles or Declaration.

14.6 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice President with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Miami-Dade County.

14.7 Procedure. The Act contains certain procedural requirements for amendments to By-Laws, all of which are incorporated herein by reference.

15. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to the Rules and Regulations. Copies of such modified, amended or additional Rules and Regulations shall be furnished by the Board to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer. The initial Rules and Regulations adopted by the Board, together with these Bylaws, are attached hereto as Schedule A.

16. Mandatory Non-binding Arbitration. The provisions of the Section 718.1255 of the Act (as it may be renumbered or amended) respecting mandatory non-binding arbitration are incorporated into and made part of these By-Laws.



Coral Park West Condominium Association, Inc.  
By-Laws  
15

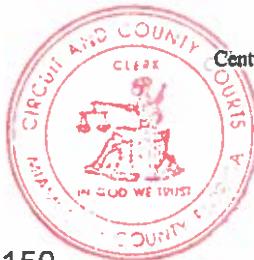
17. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units with applicable fire and life safety codes.

18. Transfer Fees. The Association may charge up to the maximum transfer fees permitted by the Act. The Association may require that a prospective lessee place a security deposit in the amount permitted by the Act into an escrow account with the Association, subject to the requirements of Act.

19. Construction and Conflicts. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. In the event that these By-Laws conflict with the Articles, the Articles shall control. In the event that the Articles and the Declaration shall conflict, the Declaration shall control. This provision may not be amended.

20. Written Inquiries from Unit Owners. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the Unit Owner, notify the Unit Owner that a legal opinion has been requested, or notify the Unit Owner that advice has been requested from the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the Unit Owner. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the Unit Owner. The failure to provide a substantive response to the Unit Owner as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry.

21. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope of these By-Laws of the intent of any provision hereof.



Century Park West Condominium Association, Inc.

By-Laws

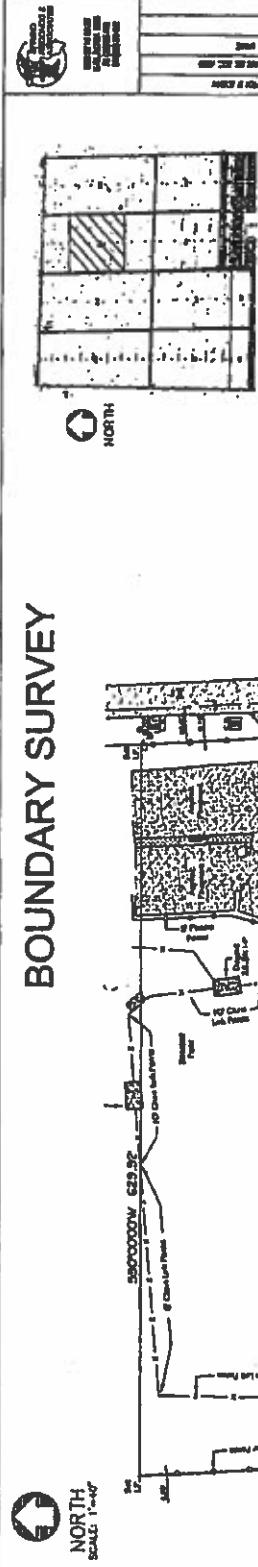
16

**EXHIBIT 4**

**SURVEY AND SITE PLAN OF  
CENTURY PARK WEST CONDOMINIUM**



BOUNDARY SURVEY



३४८



ପ୍ରକାଶକ

ग्रन्थालय

I hereby certify to the best of my knowledge and belief that the drawing is a true and correct representation of the BOUNDARY SURVEY, of the real property herein described.

બાળ પ્રાણી

100-7500007534  
Professional Surveyor and Mapper  
State of Florida, Registration #1102

卷之三

一一

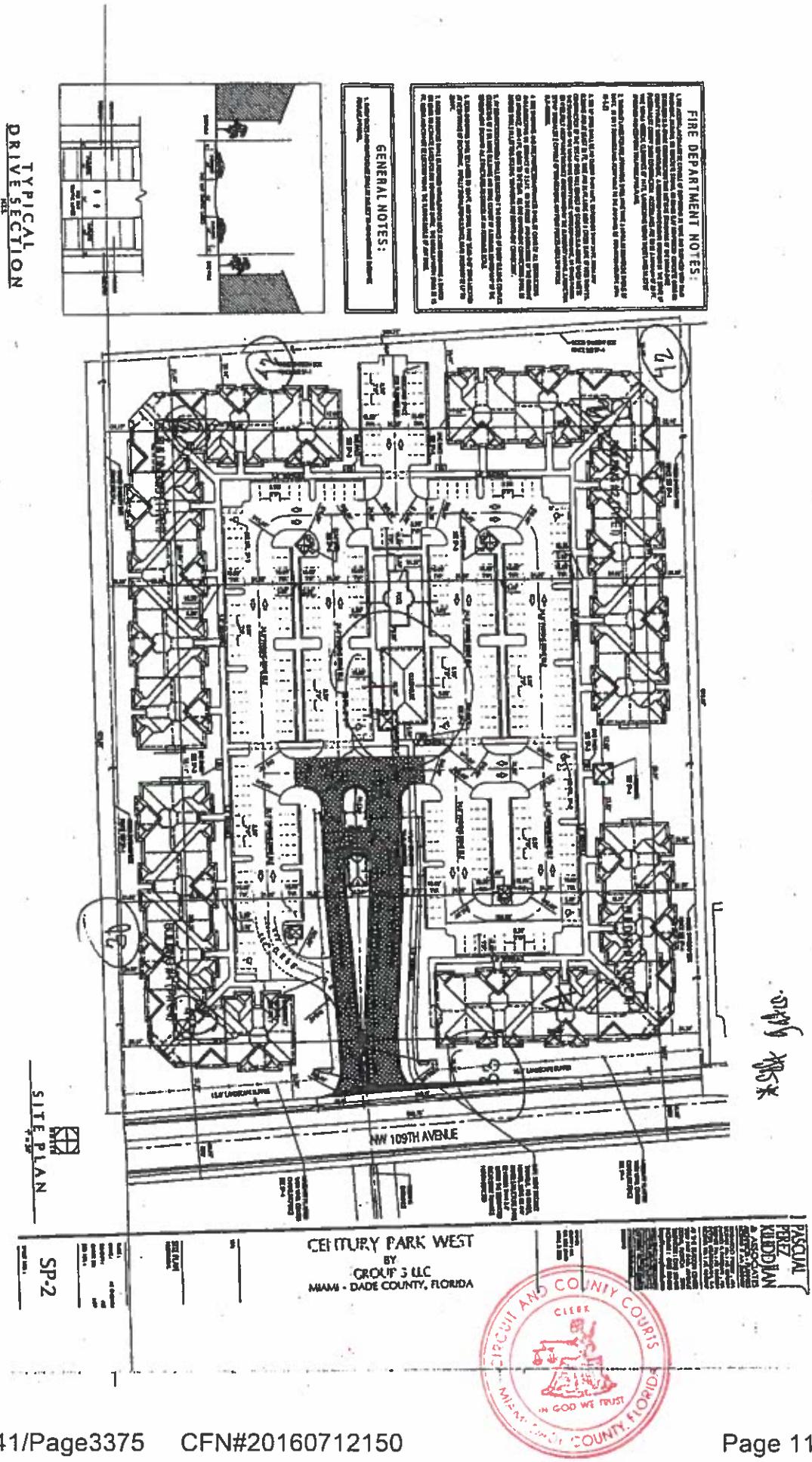
The seal is circular with a red border. The outer ring contains the text "CIRCUIT AND COUNTY COURTS" at the top and "MIAMI-DADE COUNTY" at the bottom. In the center is a shield featuring a scale of justice, a book, and a gavel, with the motto "IN GOD WE TRUST" written below it. Above the shield is the word "CLERK".

卷之三

Book30341/Page3374

CFN#20160712150

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**EXHIBIT 5**

**GRAPHICAL DEPICTION OF CONDOMINIUM IMPROVEMENTS AND  
CONDOMINIUM AS-BUILTS FOR BUILDING 2 ONLY**

**AND  
SURVEYOR'S CERTIFICATE**





**NOTES:**

- 1) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
- 2) REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION OF UNIT COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS.
- 3) NORTH ARROW DIRECTION AND BEARINGS SHOWN HEREON ARE BASED ON ASSUMED VALUE OF N89°39'28"E ALONG THE SOUTH LINE OF SECTION 8, TOWNSHIP 53 SOUTH, RANGE 40 EAST, AS SHOWN ON THE SECTION SHEET THEREOF OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
- 4) L.C.E. = INDICATES LIMITED COMMON ELEMENTS
- 5) C.E. = INDICATES COMMON ELEMENTS.
- 6) FIELD BOOK: N/A
- 7) Given the nature of condominium ownership, the Unit boundaries are precisely defined in such a manner so that all components of the Building which are (or are potentially) utilized either by other Units or the Common Elements are excluded from the Unit. This would exclude, for instance, all structural walls, columns etc. and essentially limits the Unit boundaries to the interior airspace between the perimeter walls and excludes all interior structural components. For the precise Unit boundaries, the area of the Unit, determined in accordance with these defined Unit boundaries, is set forth hereon (and labeled as "Paint-to-Paint Interior Area"). Please note that the unique way of defining the boundaries actually makes the Unit appear to be smaller than it actually would be if standard architectural measuring techniques were used. Typically, apartments are measured to the exterior boundaries of the exterior walls and to the centerline of interior demising walls, without excluding areas that may be occupied by columns or other structural components. The area, if calculated based upon standard architectural measuring techniques, is also set forth hereon (and labeled as "Typical Interior Area"). The Interior Area is provided solely to establish a frame of reference and is not intended to suggest that the actual Unit is that size. In fact, as set forth above, many of the components included in determining the Typical Interior Area, are Common Elements that are not exclusively owned.

PROJ. No.: 14-030-5800

**SURVEYOR'S CERTIFICATE:**

The undersigned, a Land Surveyor and Mapper, duly authorized to practice under the laws of the State of Florida, hereby certifies that: the construction of the improvements, as described in this Exhibit "2" of the Declaration of Condominium of "CENTURY PARK WEST", have been substantially completed so that Exhibit "2", together with the provisions of the aforesaid Declaration of Condominium describing the Condominium Property, relating to matters of survey, is an accurate representation of the location and dimensions of the improvements as shown in said Exhibit "2"; and further that, the identification, location, and dimensions of the Common Elements and of each Unit can be determined from said materials to the best of my knowledge and belief. This survey complies with the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17 (Formerly 61G17-6) Florida Administrative Code, pursuant to Section 472.027, Florida Statutes and Chapter 718, Florida Statutes.

This certification relates to matters of survey only, and is not to certify that the improvements have been properly constructed in accordance with any applicable building codes or governmental requirements. Further this certification is for Building e. only.

Date: July 28, 2014

Revision 1: November 23, 2016 (Condominium As-built)

Revision 2: December 6, 2016 (Revised Legal Description)

Revision 3:

BY:

Edwin J. Fernandez, For the Firm  
Professional Surveyor and Mapper  
State of Florida, LS. No. 5676

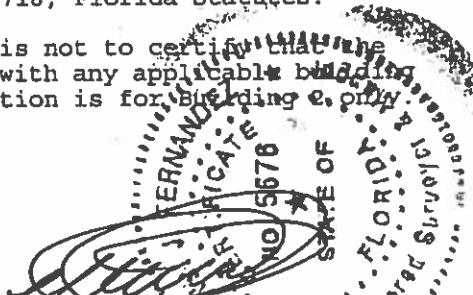


EXHIBIT "2"

**CENTURY PARK WEST**

FORD, ARMENTEROS & FERNANDEZ, INC.  
1950 N.W. 94th AVENUE, 2nd FLOOR  
DORAL, FLORIDA 33172  
PH (305) 477-6472  
FAX (305) 470-2805

NAME OF PROJECT	CONDOMINIUM AS-BUILT		
NOTE DATE	NOTES AND SURVEYOR'S CERTIFICATE		
PREPARED FOR	CENTURY HOMEBUILDERS GROUP		
DESIGN BY	B.R.	DATE:	07-28-2014
REV. DESIGN BY		SCALE:	N/A
DESIGN BY		PROJECT NO:	14-030-0362
			1 of 15 sheets

**A**      **B**      **C**  
**LEGAL DESCRIPTION: (ENTIRE SITE)**

Tract "A", of "CENTURY PARK WEST", according to the Plat thereof, as recorded in Plat Book 171, at Page 87, of the Public Records of Miami-Dade County, Florida, LESS the following described parcel:

Commence at the Northeast corner of said Tract "A" of the aforementioned plat for "Century Park West", thence run N86°55'03secW, along the North line of said Tract "A", for a distance of 295.62 feet to a point; thence run S03°03'54"W for a distance of 227.19 feet to the POINT OF BEGINNING; thence continue S03°03'54"W for a distance of 45.37 feet to a point; thence run N86°56'06"W for a distance of 145.43 feet to a point; thence run N03°03'54"E for a distance of 45.37 feet to a point; thence run S86°56'06"E for a distance of 145.43 feet to the point of beginning.

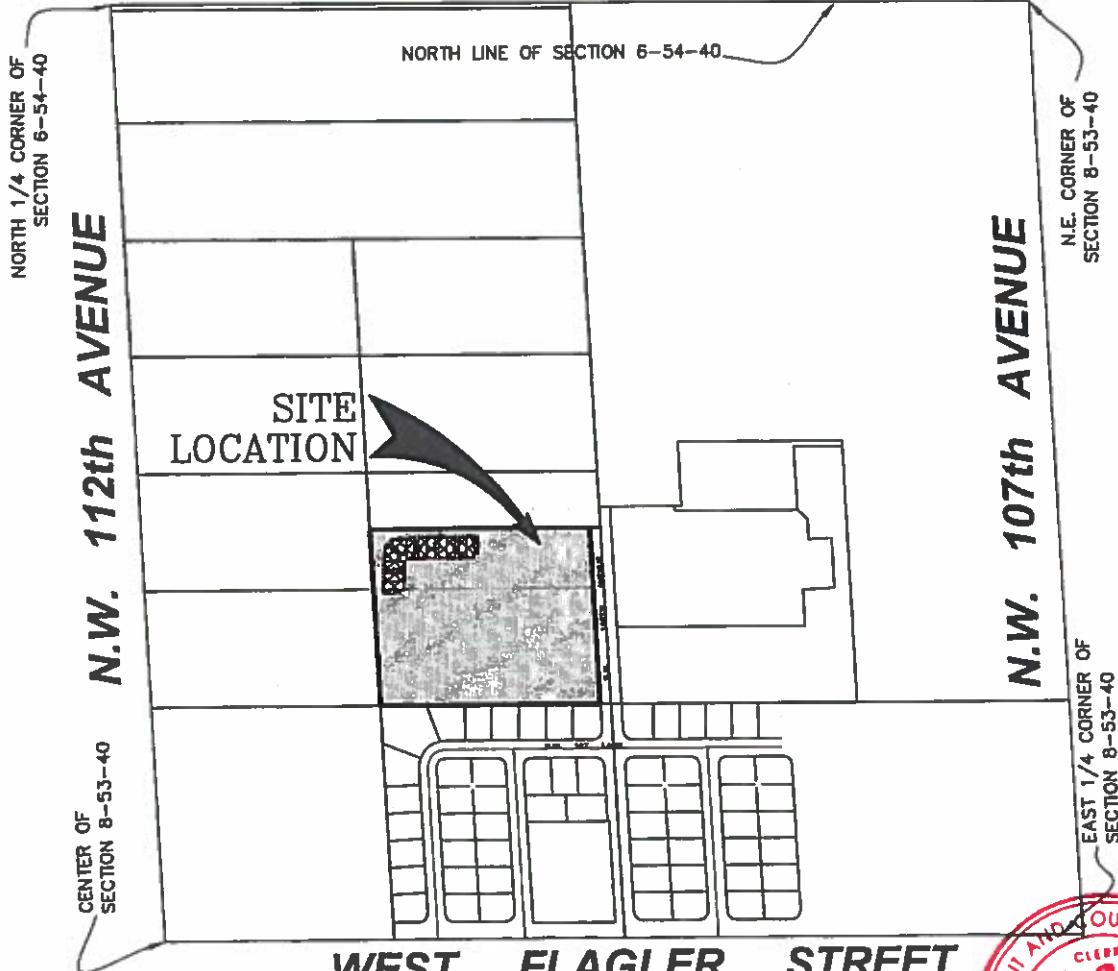
Containing an area of 7.08 acres, more or less, lying and being in Miami-Dade County, Florida.



N.W.

7th

STREET



S.W. 1/4 OF SECTION 6, TOWNSHIP 54 SOUTH, RANGE 40 EAST  
CITY OF SWEETWATER, MIAMI-DADE COUNTY, FLORIDA.  
(NOT TO SCALE)

**LEGEND**



DENOTES BUILDING NO. 2

EXHIBIT "2"

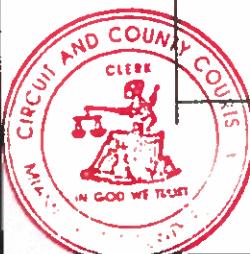
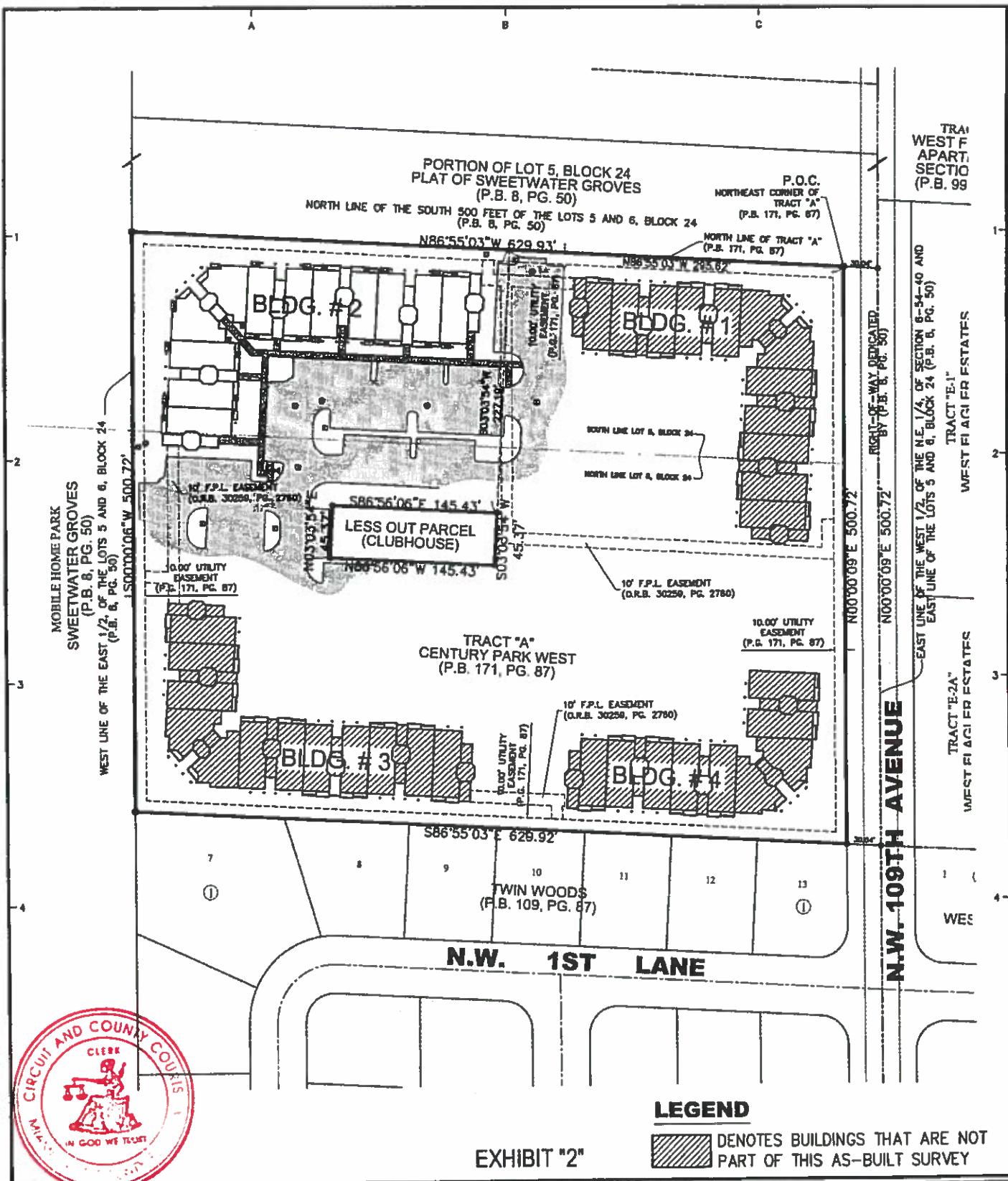


**CENTURY PARK WEST**



FORD, ARMENTEROS & FERNANDEZ, INC.  
1950 N.W. 94th AVENUE, 2nd FLOOR  
DORAL, FLORIDA 33172  
PH. (305) 477-6472  
FAX (305) 470-2805

TYPE OF PLAT	CONDOMINIUM AS-BUILT		
PLAT NAME	LEGAL DESCRIPTION AND LOCATION MAP		
PREPARED FOR	CENTURY HOMEBUILDERS GROUP		
OWNER(S)	B.R.	DATE	07-28-2014
MAIL ADDRESS	RECORD	SEARCH	N/A
CREATED BY	PROJECT NO.	14-030-0362	SHEET 2 OF 15 SHEETS



# CENTURY PARK WEST

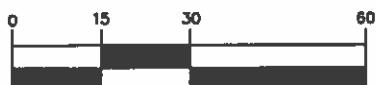
FO  
AE

**FORD, ARMENTEROS & FERNANDEZ, INC.**  
1950 N.W. 94th AVENUE, 2nd FLOOR  
DORAL, FLORIDA 33172  
PH. (305) 477-5472  
FAX (305) 470-2805

TYPE OF PROJECT	CONDOMINIUM AS-BUILT		
SHEET NAME	SKETCH TO ACCOMPANY LEGAL DESCRIPTION		
PREPARED FOR	CENTURY HOMEBUILDERS GROUP		
DRAWN BY	B.R.	DATE	07-28-2014
REVIEWED BY		SCALE	N/A
CHECKED BY		PRODUCT NO.	14-030-0362
			3 of 15 SHEETS

A B C

GRAPHIC SCALE



( IN FEET )

1 inch = 30 ft.



**NOTES:**

- ALL IMPROVEMENTS SHOWN ARE AS-BUILT.
- ELEVATIONS ARE BASED ON N.G.V.D. 1929.
- FOR DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS, HORIZONTAL AND PERIMETRICAL BOUNDARIES, SEE THE CONDOMINIUM DECLARATION.
- WITHIN EACH UNIT ALL STRUCTURAL SUPPORT COLUMNS, PIPES, CONDUITS AND OTHER UTILITY LINES RUNNING THROUGH THE UNIT WHICH ARE UTILIZED FOR OR SERVE MORE THAN ONE UNIT ARE A PART OF THE COMMON ELEMENTS.
- DIMENSIONS SHOWN ARE SUBJECT TO VARIATIONS OF 0.2' FOR EACH UNIT.
- EACH PATIO, PORCH AND STORAGE AREA IS A LIMITED COMMON ELEMENT FOR THE EXCLUSIVE USE OF THE UNIT WHICH IT ABUTS.
- DIMENSIONS SHOWN ARE TO INTERIOR UNFINISHED SURFACES.

**TYPICAL  
ELEVATION PLAN**



**EXHIBIT "2"**

**CENTURY PARK WEST**



FORD, ARMENTEROS & FERNANDEZ, INC.  
1950 N.W. 94th AVENUE, 2nd FLOOR  
DORAL, FLORIDA 33172  
PH. (305) 477-6472  
FAX (305) 470-2805

NAME OF PROJECT	CONDOMINIUM AS-BUILT		
PROJECT NAME	ELEVATION PLAN		
PREPARED FOR	CENTURY HOMEBUILDERS GROUP		
DESIGN BY	B.R.	DATE	07-28-2014
ENG. CHECKED BY		SCALE	1" = 30'
REVIEWED BY		PROJECT NO.	14-030-0362
		4	OF 15 SHEETS



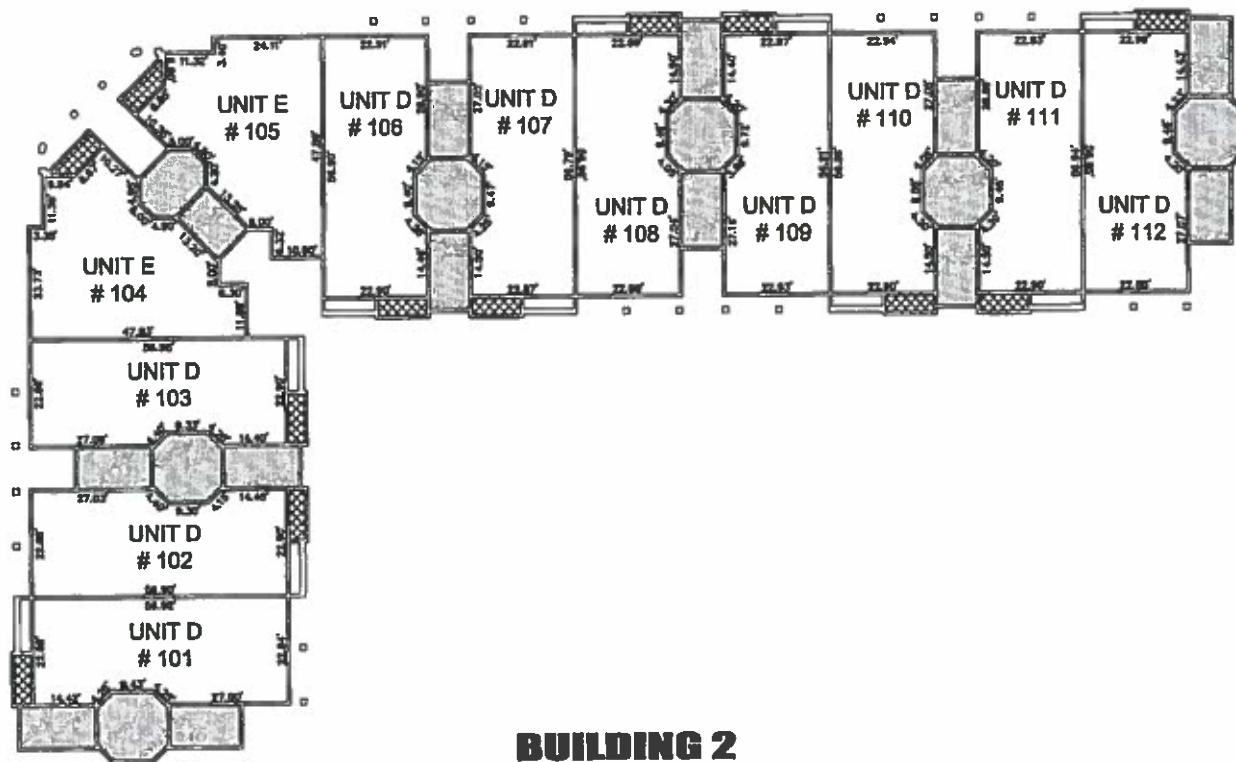
NORTH

## GRAPHIC SCALE



( IN FEET )

1 inch = 40 ft



## BUILDING 2

### GROUND FLOOR PLAN

## NOTES:

1. ALL IMPROVEMENTS SHOWN ARE AS-BUILT.
2. ELEVATIONS ARE BASED ON N.G.V.D. 1929.
3. FOR DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS, HORIZONTAL AND PERIMETRICAL BOUNDARIES, SEE THE CONDOMINIUM DECLARATION.
4. WITHIN EACH UNIT ALL STRUCTURAL SUPPORT COLUMNS, PIPES, CONDUITS AND OTHER UTILITY LINES RUNNING THROUGH THE UNIT WHICH ARE UTILIZED FOR OR SERVE MORE THAN ONE UNIT ARE A PART OF THE COMMON ELEMENTS.
5. DIMENSIONS SHOWN ARE SUBJECT TO VARIATIONS OF 0.2' FOR EACH UNIT.
6. EACH PATIO, PORCH AND STORAGE AREA IS A LIMITED COMMON ELEMENT FOR THE EXCLUSIVE USE OF THE UNIT WHICH IT ABUTS.
7. DIMENSIONS SHOWN ARE TO INTERIOR FINISHED SURFACES.



## ELEVATIONS

18.37' – UPPER LIMITS (CEILING)  
9.20' – LOWER LIMITS (FLOOR)

## LEGEND

DENOTES COMMON ELEMENT

DENOTES LIMITED COMMON ELEMENT

EXHIBIT "2"

## CENTURY PARK WEST



FORD, ARMENTEROS & FERNANDEZ, INC.  
1950 N W. 94th AVENUE, 2nd FLOOR  
DORAL, FLORIDA 33172  
PH. (305) 477-6472  
FAX (305) 470-2805

NAME OF PROJECT	CONDOMINIUM AS-BUILT		
SHEET NAME	GROUND FLOOR		
PREPARED FOR	CENTURY HOMEBUILDERS GROUP		
DESIGN BY	B.R.	DATE	07-28-2014
DES. CHECKED BY		SCALE	1" = 40'
CHECKED BY		PROJECT NO.	14-030-0362
		INDEX	5
			of 15 SHEETS



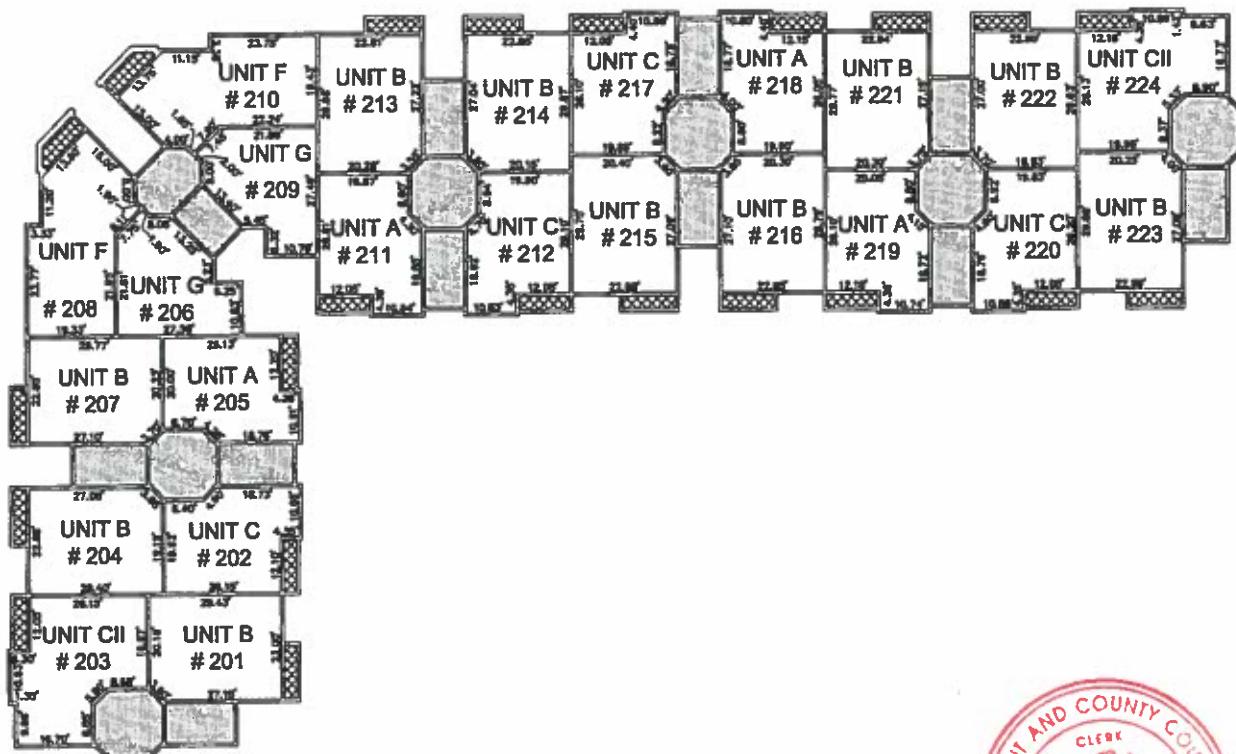
NORTH

## GRAPHIC SCALE



( IN FEET )

1 inch = 40 ft.



## BUILDING 2

### SECOND FLOOR PLAN

**NOTES:**

1. ALL IMPROVEMENTS SHOWN ARE AS-BUILT.
2. ELEVATIONS ARE BASED ON N.G.V.D. 1929.
3. FOR DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS, HORIZONTAL AND PERIMETRICAL BOUNDARIES, SEE THE CONDOMINIUM DECLARATION.
4. WITHIN EACH UNIT ALL STRUCTURAL SUPPORT COLUMNS, PIPES, CONDUITS AND OTHER UTILITY LINES RUNNING THROUGH THE UNIT WHICH ARE UTILIZED FOR OR SERVE MORE THAN ONE UNIT ARE A PART OF THE COMMON ELEMENTS.
5. DIMENSIONS SHOWN ARE SUBJECT TO VARIATIONS OF 0.2' FOR EACH UNIT.
6. EACH PATIO, PORCH AND STORAGE AREA IS A LIMITED COMMON ELEMENT FOR THE EXCLUSIVE USE OF THE UNIT WHICH IT ABUTS.
7. DIMENSIONS SHOWN ARE TO INTERIOR UNFINISHED SURFACES.

**ELEVATIONS**

27.53' - UPPER LIMITS (CEILING)  
18.87' - LOWER LIMITS (FLOOR)

**LEGEND**

DENOTES COMMON ELEMENT



DENOTES LIMITED COMMON ELEMENT

**EXHIBIT "2"****CENTURY PARK WEST**

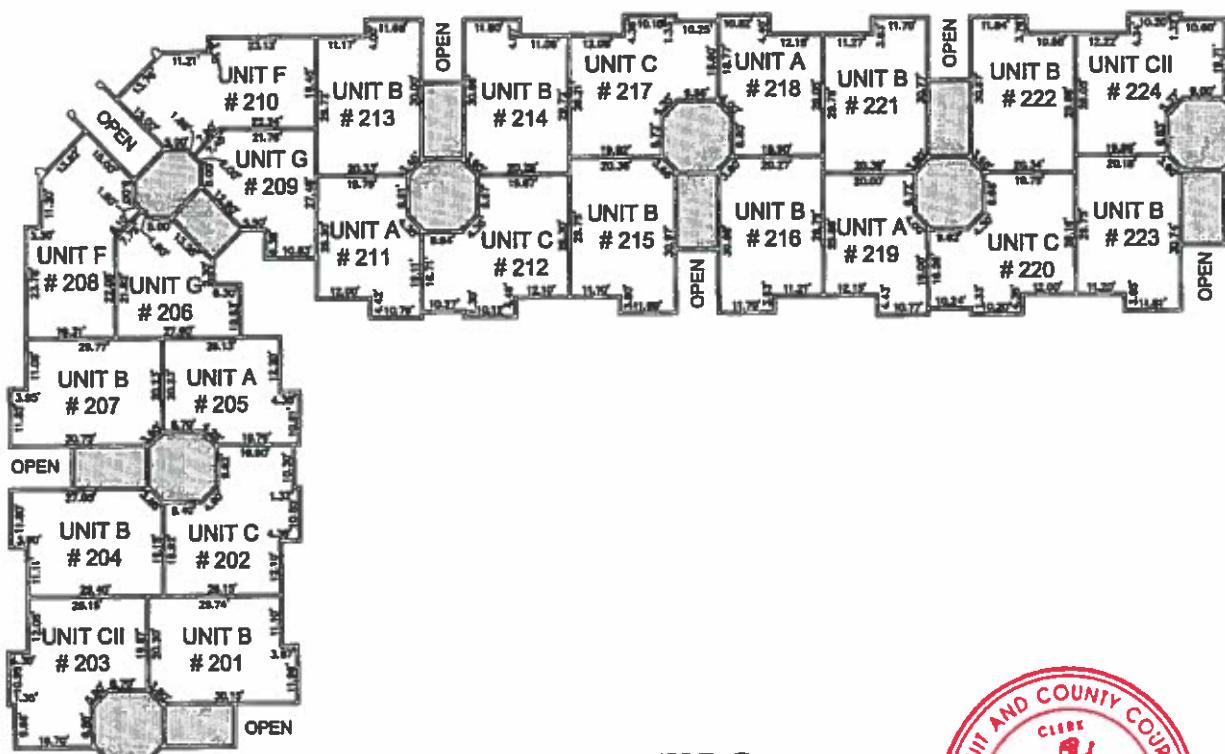
FORD, ARMENTEROS & FERNANDEZ, INC.  
1950 N.W. 94th AVENUE, 2nd FLOOR  
DORAL, FLORIDA 33172  
PH. (305) 477-6472  
FAX (305) 470-2805

TYPE OF PROJECT	CONDOMINIUM AS-BUILT		
STRUCTURE	SECOND FLOOR		
PREPARED FOR	CENTURY HOMEBUILDERS GROUP		
BRICK FT <sup>2</sup>	B.R.	DATE	07-28-2014
ENC. COVERED FT <sup>2</sup>	ENC.	SCALE	1"= 40'
COVERED FT <sup>2</sup>		PROJECT NO.	14-030-0362
			6 of 15 sheets



NORTH

## GRAPHIC SCALE



## BUILDING 2

### THIRD FLOOR PLAN

NOTES:

- ALL IMPROVEMENTS SHOWN ARE AS-BUILT.
- ELEVATIONS ARE BASED ON N.G.V.D. 1929.
- FOR DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS, HORIZONTAL AND PERIMETRICAL BOUNDARIES, SEE THE CONDOMINIUM DECLARATION.
- WITHIN EACH UNIT ALL STRUCTURAL SUPPORT COLUMNS, PIPES, CONDUITS AND OTHER UTILITY LINES RUNNING THROUGH THE UNIT WHICH ARE UTILIZED FOR OR SERVE MORE THAN ONE UNIT ARE A PART OF THE COMMON ELEMENTS.
- DIMENSIONS SHOWN ARE SUBJECT TO VARIATIONS OF 0.2' FOR EACH UNIT.
- EACH PATIO, PORCH AND STORAGE AREA IS A LIMITED COMMON ELEMENT FOR THE EXCLUSIVE USE OF THE UNIT WHICH IT ABUTS.
- DIMENSIONS SHOWN ARE TO INTERIOR UNFINISHED SURFACES.

ELEVATIONS

37.70' - UPPER LIMITS (CEILING)  
29.03' - LOWER LIMITS (FLOOR)

LEGEND

DENOTES COMMON ELEMENT

DENOTES LIMITED COMMON ELEMENT

EXHIBIT "2"

## CENTURY PARK WEST



FORD, ARMENTEROS & FERNANDEZ, INC.  
1950 N.W. 94th AVENUE, 2nd FLOOR  
DORAL, FLORIDA 33172  
PH. (305) 477-6472  
FAX (305) 470-2805

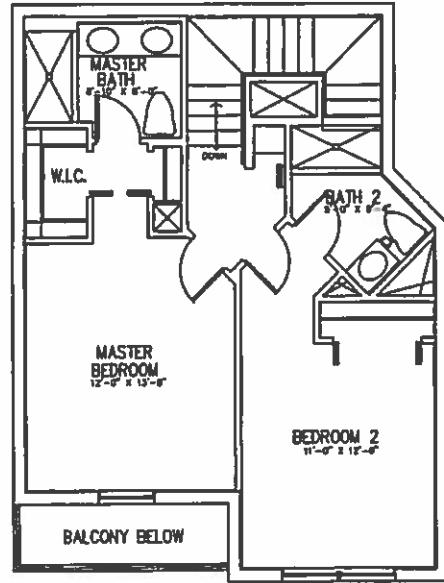
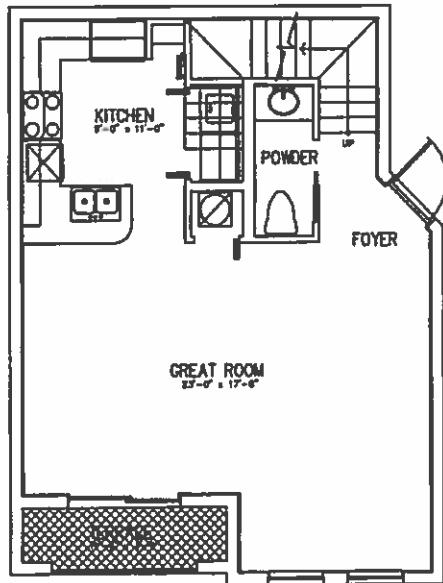
TYPE OF PROJECT	CONDOMINIUM AS-BUILT		
sheet name	THIRD FLOOR		
PREVIOUS PAGE	CENTURY HOMEBUILDERS GROUP		
DRAWN BY	B.R.	DATE	07-28-2014
checked by		SCALE	1"= 40'
checked by		PRINTED BY	14-030-0362
			7 of 15 SHEETS

A B C

## GRAPHIC SCALE



( IN FEET )  
1 inch = 10 ft.

**LEGEND**

DENOTES LIMITED COMMON ELEMENT



DENOTES UNIT BOUNDARY

## 2 BEDROOM / 2.5 BATH - APARTMENT CONDOMINIUM STANDARD FLOOR PLAN

NOTE : ALL DIMENSIONS SHOWN FOR ROOM SIZES ARE TO THE UNFINISHED SURFACES AND AREA ARE APPROXIMATE AND MAY VARY. THE DIMENSIONS DELINEATING THE BOUNDARY OF THE UNIT ARE THE DIMENSIONS AT THE POINT OF MEASUREMENT SHOWN AND MAY VARY AT OTHER LOCATIONS WITHIN THE UNIT. THE PLAN MAY INCLUDE PORTIONS OF THE LIMITED COMMON ELEMENT SERVING THE UNIT.

**EXHIBIT "2"**

A/C SPACE AREA	1,172 S.F.
COVERED TERRACE AREA	35 S.F.
TOTAL AREA	1,207 S.F.

**CENTURY PARK WEST**

FORD, ARMENTEROS & FERNANDEZ, INC.  
1950 N.W. 94th AVENUE, 2nd FLOOR  
DORAL, FLORIDA 33172  
PH. (305) 477-6472  
FAX (305) 470-2805

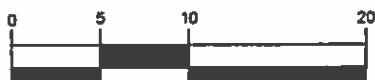
TYPE OF PLAN	MODEL	DATE	SCALE
SHEET NUMBER:	GROUND FLOOR		
PREPARED FOR:	CENTURY HOMEBUILDERS GROUP		
DESIGN BY:	B.R.	DATE: 07-28-2014	
DRAWN CHECKED BY:		SCALE: 1" = 10'	
CHECKED BY:		PRODUCT NO: 14-030-0362	8 or 15 SPACES

A

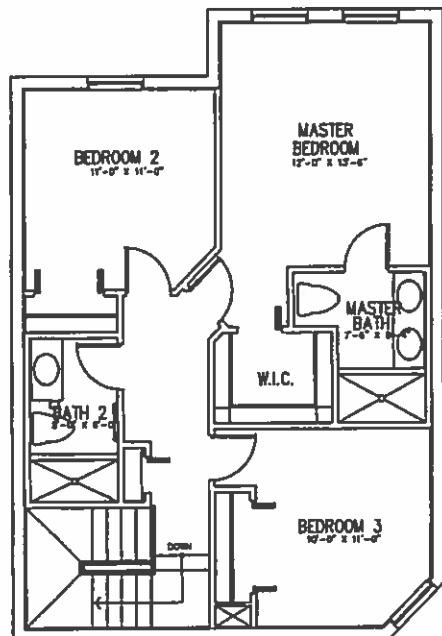
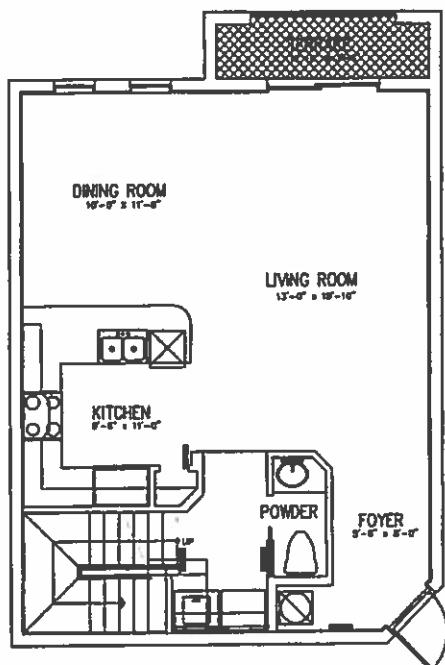
B

C

## GRAPHIC SCALE



( IN FEET )  
1 inch = 10 ft.



## MODEL "B"

## LEGEND



DENOTES LIMITED COMMON ELEMENT



DENOTES UNIT BOUNDARY

### 3 BEDROOM / 2.5 BATH - APARTMENT CONDOMINIUM STANDARD FLOOR PLAN

NOTE : ALL DIMENSIONS SHOWN FOR ROOM SIZES ARE TO THE UNFINISHED SURFACES AND AREA ARE APPROXIMATE AND MAY VARY. THE DIMENSIONS DELINEATING THE BOUNDARY OF THE UNIT ARE THE DIMENSIONS AT THE POINT OF MEASUREMENT SHOWN AND MAY VARY AT OTHER LOCATIONS WITHIN THE UNIT. THE PLAN MAY INCLUDE PORTIONS OF THE LIMITED COMMON ELEMENT SERVING THE UNIT.

## EXHIBIT "2"

A/C SPACE AREA	1,349 S.F.
COVERED TERRACE AREA	28 S.F.
TOTAL AREA	1,377 S.F.

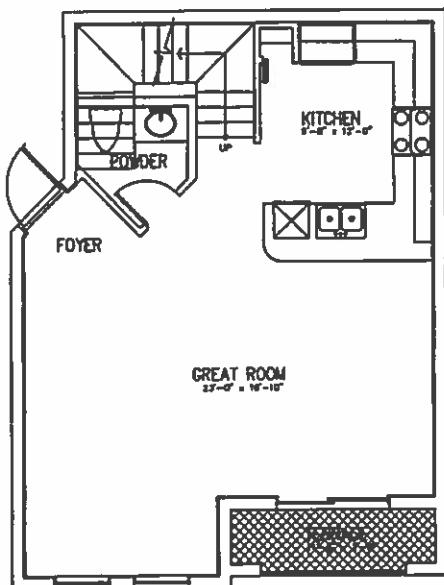
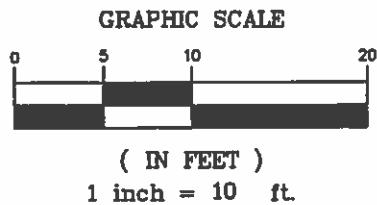


## CENTURY PARK WEST

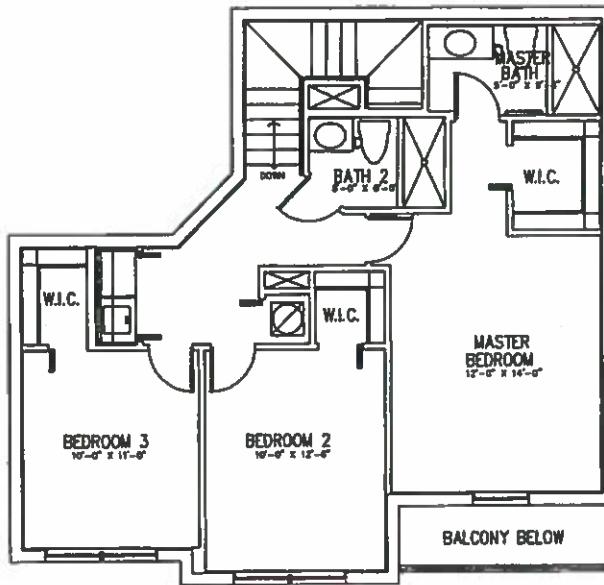


FORD, ARMENTEROS & FERNANDEZ, INC.  
1950 N.W. 94th AVENUE, 2nd FLOOR  
DORAL, FLORIDA 33172  
PH. (305) 477-6472  
FAX (305) 470-2805

TYPE OF PROJECT	MODEL B		
STREET NAME	GROUND FLOOR		
PREPARED FOR	CENTURY HOMEBUILDERS GROUP		
GRADE 02	B.R.	DATE: 07-28-2014	SCALE:
ONE, CHECKED BY:		1"-10'	
CHECKED BY:		PROJECT No: 14-030-0362	9 of 15 sheets



UNIT C - FIRST FLOOR PLAN



UNIT C - SECOND FLOOR PLAN

## MODEL "C"

### LEGEND

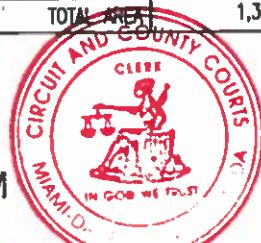


DENOTES LIMITED COMMON ELEMENT



DENOTES UNIT BOUNDARY

A/C SPACE AREA	1,338 S.F.
COVERED TERRACE AREA	35 S.F.
TOTAL AREA	1,373 S.F.



## 3 BEDROOM / 2.5 BATH - APARTMENT CONDOMINIUM STANDARD FLOOR PLAN

NOTE : ALL DIMENSIONS SHOWN FOR ROOM SIZES ARE TO THE UNFINISHED SURFACES AND AREA ARE APPROXIMATE AND MAY VARY. THE DIMENSIONS DELINEATING THE BOUNDARY OF THE UNIT ARE THE DIMENSIONS AT THE POINT OF MEASUREMENT SHOWN AND MAY VARY AT OTHER LOCATIONS WITHIN THE UNIT. THE PLAN MAY INCLUDE PORTIONS OF THE LIMITED COMMON ELEMENT SERVING THE UNIT.

### EXHIBIT "2"

## CENTURY PARK WEST



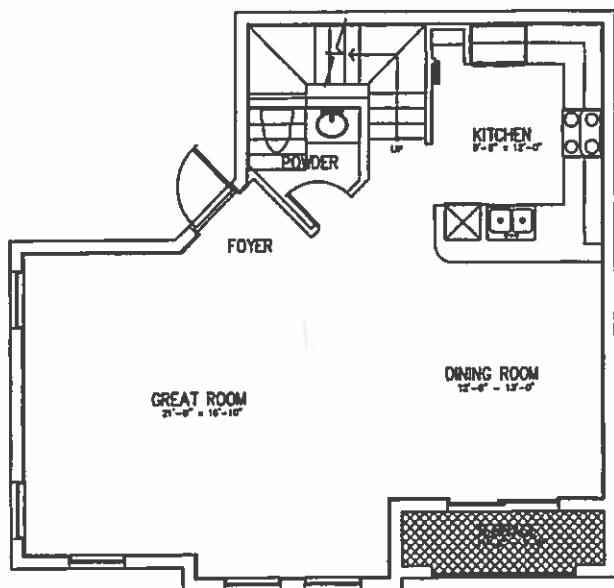
FORD, ARMENTEROS & FERNANDEZ, INC.  
1950 N.W. 94th AVENUE, 2nd FLOOR  
DORAL, FLORIDA 33172  
PH. (305) 477-6472  
FAX (305) 470-2805

TYPE OF PLAN	MODEL D		
sheet name:	GROUND FLOOR		
PREPARED FOR	CENTURY HOMEBUILDERS GROUP		
ROOM #:	B.R.	DATE:	07-28-2014
REV'D BY:		SCALE:	1"= 10'
DRAWN BY:		PROJECT No:	14-030-0362
CHECKED BY:			10 or 15 sheets
SUPERVISED BY:			

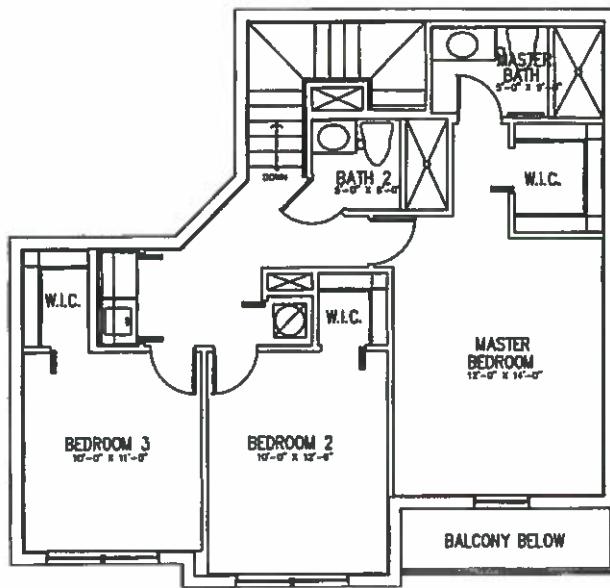
## GRAPHIC SCALE



( IN FEET )  
1 inch = 10 ft.



UNIT C2 (END MODULE) - FIRST FLOOR PLAN



UNIT C2 (END MODULE) - SECOND FLOOR PLAN

## MODEL "CII"

## LEGEND



DENOTES LIMITED COMMON ELEMENT



DENOTES UNIT BOUNDARY

A/C SPACE AREA	1,500 S.F.
COVERED TERRACE AREA	35 S.F.
TOTAL AREA	1,535 S.F.

3 BEDROOM / 2.5 BATH - APARTMENT CONDOMINIUM  
STANDARD FLOOR PLAN

NOTE : ALL DIMENSIONS SHOWN FOR ROOM SIZES ARE TO THE UNFINISHED SURFACES AND AREA ARE APPROXIMATE AND MAY VARY. THE DIMENSIONS DELINEATING THE BOUNDARY OF THE UNIT ARE THE DIMENSIONS AT THE POINT OF MEASUREMENT SHOWN AND MAY VARY AT OTHER LOCATIONS WITHIN THE UNIT. THE PLAN MAY INCLUDE PORTIONS OF THE LIMITED COMMON ELEMENT SERVING THE UNIT.

## EXHIBIT "2"

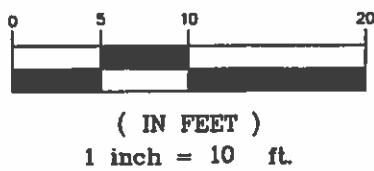


## CENTURY PARK WEST



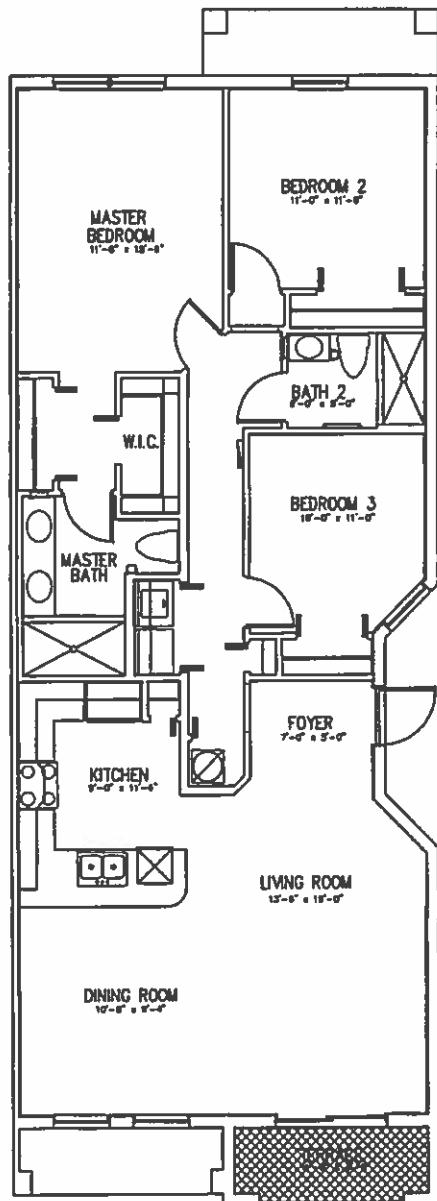
FORD, ARMENTEROS & FERNANDEZ, INC.  
1950 N.W. 94th AVENUE, 2nd FLOOR  
DORAL, FLORIDA 33172  
PH. (305) 477-6472  
FAX (305) 470-2805

TYPE OF PLAN	MODEL C2		
sheet name	GROUND FLOOR		
PREPARED FOR	CENTURY HOMEBUILDERS GROUP		
DESIGN ST.	B.R.	DATE	07-28-2014
DRW. CHECKED BY:		SCALE	1"= 10'
CHIEF DR.		PROJECT No.	14-030-0362
			11 of 15 sheets



## MODEL "D"

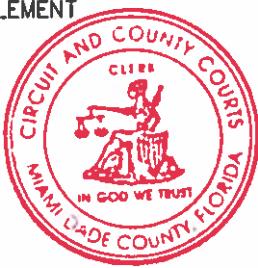
A/C SPACE AREA	1,270 S.F.
COVERED TERRACE AREA	62 S.F.
TOTAL AREA	1,332 S.F.



### LEGEND

[Shaded Box] DENOTES LIMITED COMMON ELEMENT

— DENOTES UNIT BOUNDARY



UNIT D - FIRST FLOOR PLAN

## 3 BEDROOM / 2 BATH - APARTMENT CONDOMINIUM STANDARD FLOOR PLAN

NOTE : ALL DIMENSIONS SHOWN FOR ROOM SIZES ARE TO THE UNFINISHED SURFACES AND AREA ARE APPROXIMATE AND MAY VARY. THE DIMENSIONS DELINEATING THE BOUNDARY OF THE UNIT ARE THE DIMENSIONS AT THE POINT OF MEASUREMENT SHOWN AND MAY VARY AT OTHER LOCATIONS WITHIN THE UNIT. THE PLAN MAY INCLUDE PORTIONS OF THE LIMITED COMMON ELEMENT SERVING THE UNIT.

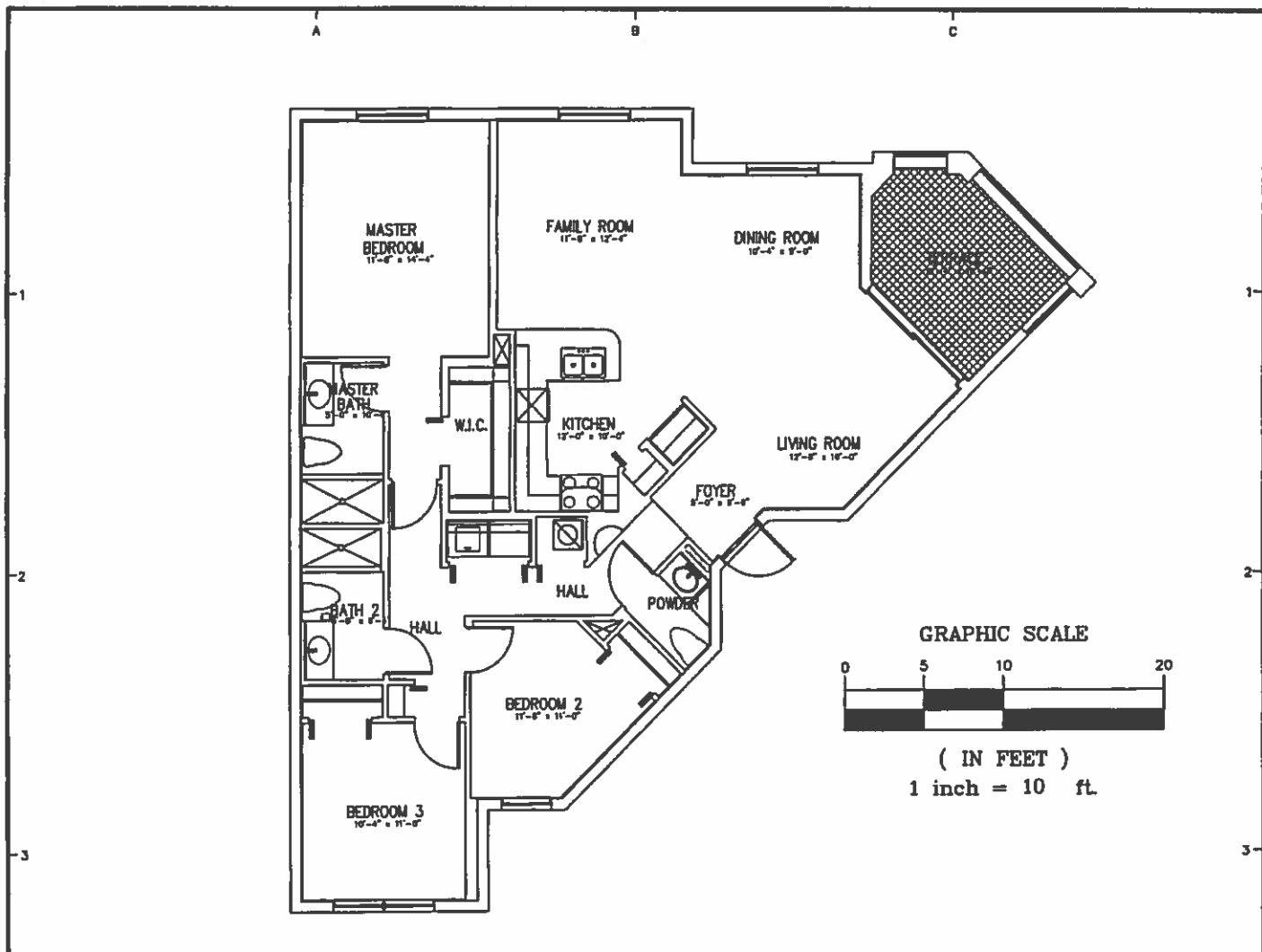
### EXHIBIT "2"

## CENTURY PARK WEST



FORD, ARMENTEROS & FERNANDEZ, INC.  
1950 N.W. 94th AVENUE, 2nd FLOOR  
DORAL, FLORIDA 33172  
PH. (305) 477-6472  
FAX (305) 470-2805

TYPE OF PROJECT	MODEL D	
STREET NAME:	GROUND FLOOR	
PREPARED FOR:	CENTURY HOMEBUILDERS GROUP	
DESIGN BY:	B.R.	DATE: 07-28-2014
PRINT CHECKED BY:		SCALE: 1" = 10'
CHECKED BY:		PROJECT No: 14-030-0362
		SHEET: 12 OF 15 SHEETS



UNIT E - FIRST FLOOR PLAN

## MODEL "E"

### LEGEND



DENOTES LIMITED COMMON ELEMENT



DENOTES UNIT BOUNDARY

### 3 BEDROOM / 2.5 BATH - APARTMENT CONDOMINIUM STANDARD FLOOR PLAN

NOTE : ALL DIMENSIONS SHOWN FOR ROOM SIZES ARE TO THE UNFINISHED SURFACES AND AREA ARE APPROXIMATE AND MAY VARY. THE DIMENSIONS DELINEATING THE BOUNDARY OF THE UNIT ARE THE DIMENSIONS AT THE POINT OF MEASUREMENT SHOWN AND MAY VARY AT OTHER LOCATIONS WITHIN THE UNIT. THE PLAN MAY INCLUDE PORTIONS OF THE LIMITED COMMON ELEMENT SERVING THE UNIT.

### EXHIBIT "2"

A/C SPACE AREA	1,319 S.F.
COVERED TERRACE AREA	112 S.F.
TOTAL AREA	1,431 S.F.

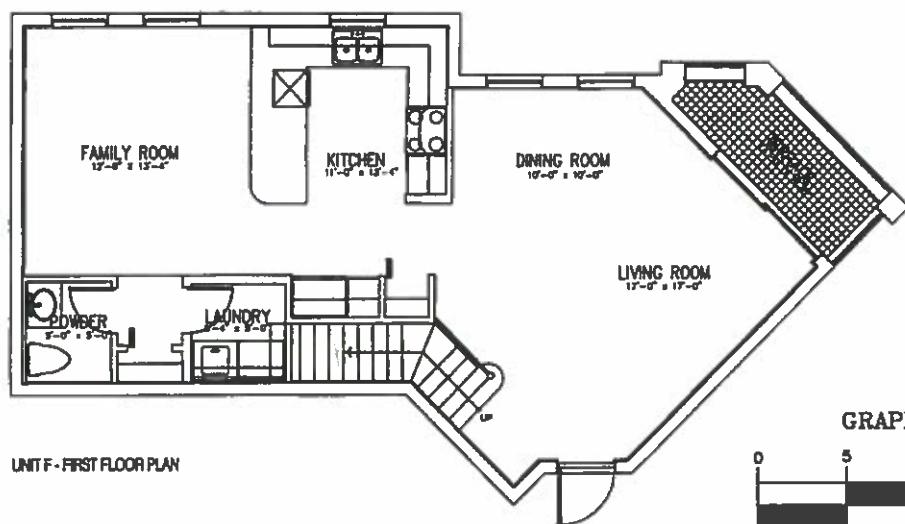


### CENTURY PARK WEST



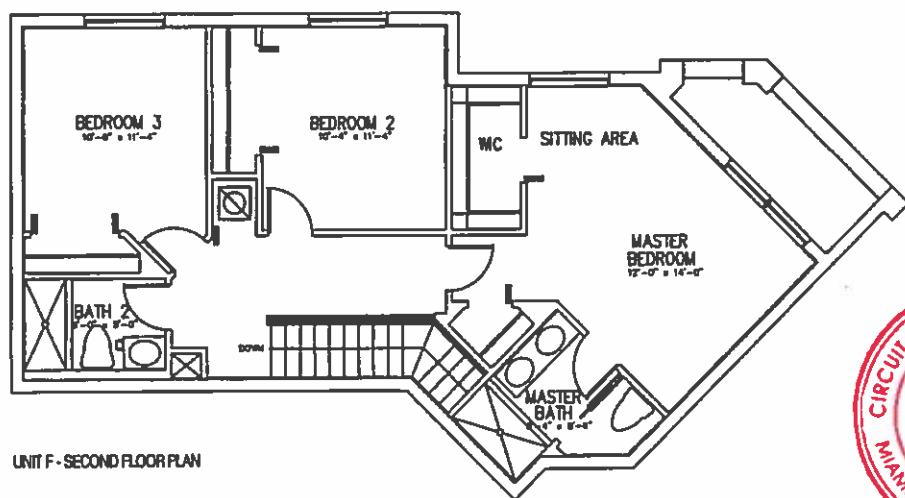
FORD, ARMENTEROS & FERNANDEZ, INC.  
1950 N.W. 94th AVENUE, 2nd FLOOR  
DORAL, FLORIDA 33172  
PH. (305) 477-5472  
FAX (305) 470-2805

TYPE OF PLAN	MODEL E		
SHEET NAME:	GROUND FLOOR		
PREPARED FOR:	CENTURY HOMEBUILDERS GROUP		
DESIGN BY:	B.R.	DATE:	07-28-2014
REV'D BY:		SCALE:	1" = 10'
CHECKED BY:		PROJECT NO:	14-030-0362
SUPERVISOR BY:			13
			OF 15 SHEETS



UNIT F - FIRST FLOOR PLAN

GRAPHIC SCALE



UNIT F - SECOND FLOOR PLAN



MODEL "F"

**LEGEND**



DENOTES LIMITED COMMON ELEMENT



DENOTES UNIT BOUNDARY

A/C SPACE AREA	1,532 S.F.
COVERED TERRACE AREA	68 S.F.
TOTAL AREA	1,600 S.F.

**3 BEDROOM / 2 1/2 BATH - APARTMENT CONDOMINIUM  
STANDARD FLOOR PLAN**

NOTE : ALL DIMENSIONS SHOWN FOR ROOM SIZES ARE TO THE UNFINISHED SURFACES AND AREA ARE APPROXIMATE AND MAY VARY. THE DIMENSIONS DELINEATING THE BOUNDARY OF THE UNIT ARE THE DIMENSIONS AT THE POINT OF MEASUREMENT SHOWN AND MAY VARY AT OTHER LOCATIONS WITHIN THE UNIT. THE PLAN MAY INCLUDE PORTIONS OF THE LIMITED COMMON ELEMENT SERVING THE UNIT.

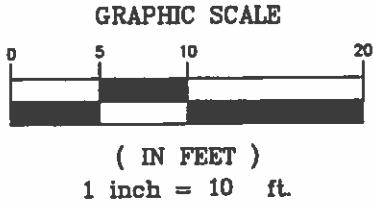
**EXHIBIT "2"**

**CENTURY PARK WEST**

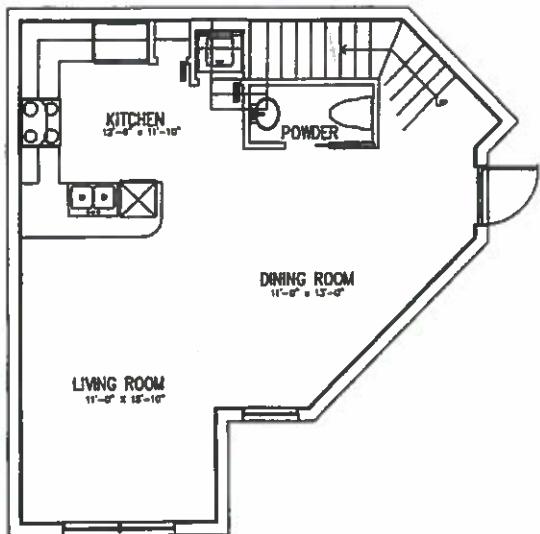


FORD, ARMENTEROS & FERNANDEZ, INC.  
1950 N.W. 94th AVENUE, 2nd FLOOR  
DORAL, FLORIDA 33172  
PH. (305) 477-6472  
FAX (305) 470-2805

TYPE OF PROJECT	MODEL F		
PROJECT NAME:	GROUND FLOOR		
PREPARED FOR:	CENTURY HOMEBUILDERS GROUP		
NUMBER OF B.R.	B.R.	DATE:	07-28-2014
STYLING CHECKED BY:		SCALE:	1" = 10'
CHECKED BY:		PROJECT NO:	14-030-0362
			14 w 15 sheets

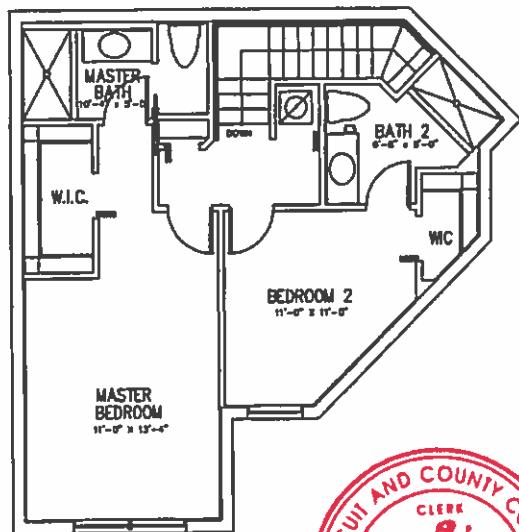


## MODEL "G"



UNIT G - FIRST FLOOR PLAN

A/C SPACE AREA	1,088 S.F.
TOTAL AREA	1,088 S.F.



UNIT G - SECOND FLOOR PLAN

### LEGEND



DENOTES LIMITED COMMON ELEMENT

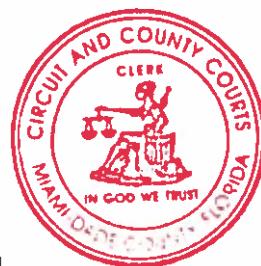


DENOTES UNIT BOUNDARY

## 2 BEDROOM / 2 1/2 BATH - APARTMENT CONDOMINIUM STANDARD FLOOR PLAN

NOTE : ALL DIMENSIONS SHOWN FOR ROOM SIZES ARE TO THE UNFINISHED SURFACES AND AREA ARE APPROXIMATE AND MAY VARY. THE DIMENSIONS DELINEATING THE BOUNDARY OF THE UNIT ARE THE DIMENSIONS AT THE POINT OF MEASUREMENT SHOWN AND MAY VARY AT OTHER LOCATIONS WITHIN THE UNIT. THE PLAN MAY INCLUDE PORTIONS OF THE LIMITED COMMON ELEMENT SERVING THE UNIT.

### EXHIBIT "2"



## CENTURY PARK WEST



FORD, ARMENTEROS & FERNANDEZ, INC.  
1950 N.W. 94th AVENUE, 2nd FLOOR  
DORAL, FLORIDA 33172  
PH. (305) 477-6472  
FAX (305) 470-2805

TYPE OF PLAN	MODEL G		
sheet name:	GROUND FLOOR		
PREPARED FOR:	CENTURY HOMEBUILDERS GROUP		
DESIGN BY:	B.R.	DATE:	07-28-2014
DES. CHECKED BY:		SCALE:	1"- 10'
CHECKED BY:		PROJECT #:	14-030-0362
			15 of 15 sheets

**EXHIBIT 6**

**PERCENTAGE OWNERSHIP  
CENTURY PARK WEST CONDOMINIUM  
135 UNITS**



Century Park West Condominium Association, Inc.  
Percentage Ownership

## PERCENTAGE OWNERSHIP

Century Park West Condominium  
135 Units

Computation of Each Unit's Percentage Interest in Common Elements and  
Common Surplus and Percentage Share of common Expenses appurtenant to Each Unit

Unit Type	Total Units	Unit Sq. Footage	Individual Unit Share	Total Sq. Footage	Total Share Percentage
Model A 2-bdrm, 2-bthrm (2 stories)	15	1172 ft.	.006638 %	17580 ft.	.09957 %
Model B 2-bdrm, 2.5- bthrm (2 stories)	37	1349 ft.	.007640 %	49913 ft.	.28269 %
Model C 3-bdrm, 2.5- bthrm (2 stories)	15	1338 ft.	.007578 %	20070 ft.	.11367 %
Model C-II 3-bdrm, 2.5- bthrm (1 story)	7	1500 ft.	.008495 %	10500 ft.	.05947 %
Model D 3-bdrm, 2-bthrm (1 story)	37	1270 ft.	.007193 %	46990 ft.	.26613 %
Model E 3-bdrm, 2.5- bthrm (1 story)	8	1319 ft.	.007470 %	10552 ft.	.05976 %
Model F 3-bdrm, 2.5- bthrm (2 stories)	8	1532 ft.	.008677 %	12256 ft.	.06941 %
Model G 3-bdrm, 2.5- bthrm (2 stories)	8	1088 ft.	.006162 %	8704 ft.	.04930 %

TOTAL SQUARE FOOTAGE OF ALL UNITS COMBINED: 176565 sq. ft.



**EXHIBIT 7**

**DECLARATION OF RESTRICTIONS IN FAVOR  
OF  
MIAMI-DADE COUNTY, FLORIDA**



CFN 2014R0794703  
OR BK 29394 Pgs 2794 - 2800 (7pgs)  
RECORDED 11/18/2014 10:41:15  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:  
Name: Juan J. Mayol, Jr., Esq.  
Address: Holland & Knight, LLP  
701 Brickell Avenue, Suite 3300  
Miami, FL 33131

A | 6

(Space reserved for Clerk)

### DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned owner, CENTURY HOMEBUILDERS GROUP, LLC, a Florida limited liability company (the "Owner"), holds the fee simple title to that certain 7.23± acre parcel of land in Miami-Dade County, Florida (the "County"), located on the west side of NW 109<sup>th</sup> Avenue at theoretical NW 2<sup>nd</sup> Street (the "Property"), which is legally described in Exhibit "A" to this Declaration;

WHEREAS, the Owner has submitted to the County Public Hearing No. Z2013000074 (the "Application") seeking a district boundary change from GU to RU-4L.

IN ORDER TO ASSURE the County that the representations made by the Owner during consideration of the Application will be abided by, the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions (the "Declaration") covering and running with the Property:

1. Administrative Site Plan Review. Prior to the issuance of a building permit for the construction of any improvements on the Property, the Owner shall submit for approval an application for administrative site plan review (ASPR) to the Zoning Hearings Section of the Department of Regulatory and Economic Resources or successor department.

Section-Township-Range: 06-54-40  
Folio Number: 3D-4006-881-2325



Century Homebuilders Group, LLC  
Declaration of Restrictions  
Page 2

2. **Density Restriction.** Notwithstanding the approval of the Application, and the applicable Code requirements, the residential density of the Property shall be restricted to a maximum of 135 dwelling units.
3. **Building Height Restriction.** Notwithstanding the approval of the Application, and the applicable Code requirements, the height of residential buildings shall be restricted to a maximum of 3 stories and 40 feet.

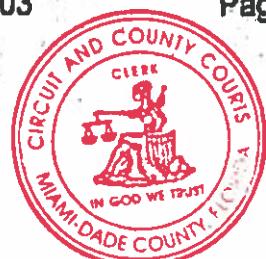
**County Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the Property to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

**Covenant Running with the Land.** This Declaration on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of the County and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the Property, and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

**Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then-owner(s) of the Property has been recorded agreeing to change this Declaration in whole, or in part, provided that the Declaration has first been modified or released by the County.

**Modification, Amendment, Release.** This Declaration may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the then-owner(s) of

Section-Township-Range: 16-54-4D  
Folio Number: 30-1804-001-2325



Century Homebuilders Group, LLC  
Declaration of Restrictions  
Page 3

all of the property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing, or the Director as provided by the Miami-Dade County Code of Ordinances. It is provided, however, in the event that the Property is annexed to an existing municipality or the Property is incorporated into a new municipality, any modification, amendment, or release shall not become effective until it is approved by such municipality and is thereafter approved by the Board of County Commissioners, in accordance with the applicable procedures.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Declaration. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold, in connection with the Property, any further permits, and refuse to make any inspections or grant any approvals with respect to the Property, until such time as this Declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Section-Township-Range: 06-54-49  
Folio Number: 30-4006-001-2323

Book29394/Page2796 CFN#20140794703

Page 3 of 7



Century Homebuilders Group, LLC  
Declaration of Restrictions  
Page 4

**Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

**Recording.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida, at the cost of the Owner following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Department of Regulatory and Economic Resources or the executive officer of the successor of said department, or in the absence of such director or executive officer by her/his assistant in charge of the office in her/his absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

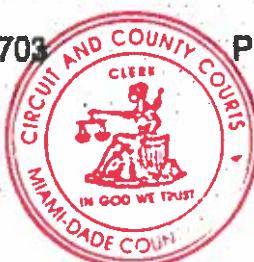
**Acceptance of Declaration.** Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to, with respect to the Property, deny each such application in whole or in part and to decline to accept any conveyance with respect to the Property.

**Owner.** The term "Owner" shall include the Owner, and its heirs, successors and assigns.

[SIGNATURE PAGE(S) FOLLOW]

Section-Township-Range: 06-54-10  
Folio Number: 30-488-001-2325

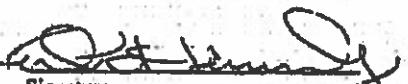
Book29394/Page2797 CFN#20140794703 Page 4 of 7



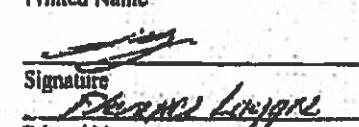
Century Homebuilders Group, LLC  
Declaration of Restrictions  
Page 5

Signed, sealed and acknowledged on this 22 day of August, 2014.

WITNESSES

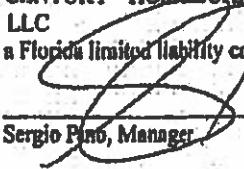
  
Signature

~~PEDRO HERNANDEZ~~  
Printed Name

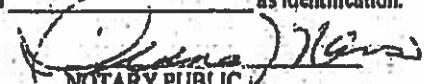
  
Signature

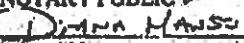
Diana Marie  
Printed Name

CENTURY HOMEBUILDERS GROUP,  
LLC  
a Florida limited liability company

  
Sergio Pino, Manager

ACKNOWLEDGED BEFORE ME, this 22 day of August, 2014, by Sergio Pino, Manager of Century Homebuilders Group, LLC, a Florida limited liability company who is personally known to me or who has produced \_\_\_\_\_ as identification.

  
NOTARY PUBLIC

  
Diana Marie  
Printed Name

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

#31304416.v4



Section-Township-Range: 06-54-48  
File Number: 38-1006-091-2325

Book29394/Page2798 CFN#20140794703

Page 5 of 7



**JOINDER BY MORTGAGEE  
CORPORATION**

The undersigned, Miami Christian School, a Florida non-profit corporation, under that certain Mortgage from Century Homebuilders Group, LLC, a Florida limited liability company, recorded in Official Records Book 29003, Pages 1680 in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Covenant Deeding with the Land in Favor of Miami-Dade County ("Covenant"), does hereby consent to the execution of this Covenant by Century Homebuilders Group, LLC, a Florida limited liability company, and agrees that in the event Mortgagor or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Covenant shall be binding upon the entity obtaining title as the then owner of such property.

*IN WITNESS WHEREOF*, these presents have been executed this 16 day of July, 2014.

**WITNESSES:**

*Heckman*  
F. Heckman  
 Print or Type Name

Miami Christian School, a Florida non-profit corporation

By: *William Lukas*  
 Title: President  
 Print Name: William Lukas  
 Address: 200 NW 108 Ave  
Miami, FL 33172

*S. J. S.*  
Suzanne S. Steele  
 Print or Type Name

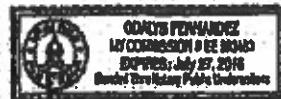
(Corporate Seal)

STATE OF FLORIDA	)	SS
COUNTY OF MIAMI-DADE	)	

The foregoing instrument was acknowledged before me this 16 day of July, 2014 by William Lukas, of Miami Christian School, a Florida non-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced Driver's License as identification and did/did not take an oath.

*D. E. Hernandez*  
 Notary Public - State of FL  
 Print Name: Odalys Hernandez  
 My Commission Expires: July 27, 2016

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Cenury Homebuilders Group, L.L.C.  
Declaration of Restrictions  
Page 6

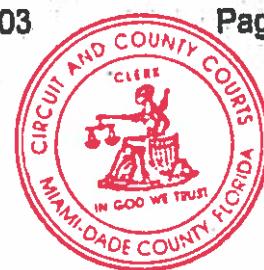
EXHIBIT "A"

The South 500 feet of the East 1/2 of Lots 3, 4, 5 and 6 less the East 10 feet, Block 24 of Sweetwater Groves, according to the Plat thereof, as recorded in Plat Book 8, Page 50, of the Public Records of Miami-Dade County, Florida.

Section-Township-Range: 06-54-49  
Folio Number: 30-4806-001-2325

Book29394/Page2800 CFN#20140794703

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**EXHIBIT 8**

**DECLARATION OF  
CENTURY PARK WEST CLUBHOUSE**



Century Park West Condominium Association, Inc.  
Clubhouse Declaration

This instrument prepared by:

Eugenio Duarte, Esq.  
The Duarte Law Firm  
999 Ponce de Leon Blvd., Suite 735  
Coral Gables, Florida 33134

(Reserved for Clerk of Court)

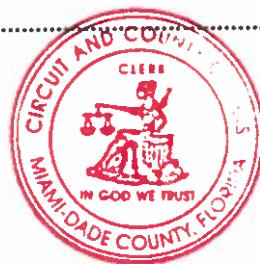
## CENTURY PARK WEST CLUBHOUSE DECLARATION

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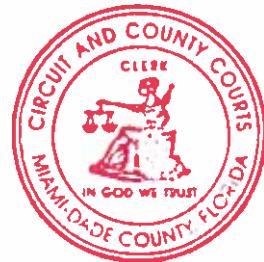
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## CENTURY PARK WEST CLUBHOUSE DECLARATION

Century Homebuilders Group, LLC, a Florida limited liability company ("Club Declarant"), is or will be the owner of the Century Park West Clubhouse Property (as hereinafter defined). Clubhouse Declarant hereby declares that the real property comprising Century Park West Clubhouse Property (as hereinafter defined) and the Century Park West Clubhouse shall be subject to the following restrictions, covenants, terms and conditions set forth in this Century Park West Clubhouse Declaration so that the residents of Century Park West (as hereinafter defined) shall have access and the use of certain recreational club facilities:

1. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below:

**"Century Park West Clubhouse"** as defined in the Declaration.

**"Century Park West Clubhouse Owner"** shall have the meaning set forth in the Declaration.

**"Century Park West Clubhouse Property"** shall mean the real property on which the Century Park West Clubhouse will be constructed, which shall be designated by Club Owner as part of the Century Park West Clubhouse Property by amendment(s) or supplement(s) to this Club Declaration from time to time. The Century Park West Clubhouse Property is legally described in Exhibit "A" attached hereto. Developer has reserved the right to withdraw property from, or add property to Century Park West Clubhouse Property, so it may include less or more Units than originally anticipated. Further, the definition of Century Park West Clubhouse Property under the Declaration may include more property than is subject to this Club Declaration.

**"Club"** shall mean the Century Park West Clubhouse, a social and recreational membership club to be owned and/or operated by the Club Owner at the Century Park West Clubhouse Property, or any other trade name adopted by Club Owner, including any future or successor membership club operated at Century Park West Clubhouse.

**"Club Acknowledgment"** shall have the meaning set forth in Section 2.1 of this Century Park West Clubhouse Declaration.

**"Clubhouse Charges"** shall mean the fee to be paid by each Unit Owner for the privilege of having access to and use of the Club Facilities pursuant to the provisions of this Club Declaration and the Declaration.

**"Clubhouse Commencement Date"** shall have the meaning set forth in Section 6.9 of this Century Park West Clubhouse Declaration.

**"Club Declarant"** shall mean Century Homebuilders Group, LLC, a Florida limited liability company, its successors and such of its assigns as to which the rights of Club Declarant hereunder are specifically assigned. Club Declarant may assign all or a portion of its rights hereunder. In the event of such a partial assignment, the assignee shall not be deemed the Club



Declarant, but may exercise such rights of Club Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis. Notwithstanding any assignment of the Club Declarant's rights hereunder (whether partially or in full), the assignee shall not be deemed to have assumed any of the obligations of the Club Declarant unless, and only to the extent that, it expressly agrees to do so in writing.

**"Club Declaration"** shall mean this Century Park West Clubhouse Declaration for Century Park West Clubhouse including Exhibits thereto, as amended or supplemented from time to time.

**"Club Facilities"** shall have the meaning set forth in Section 3.2 herein.

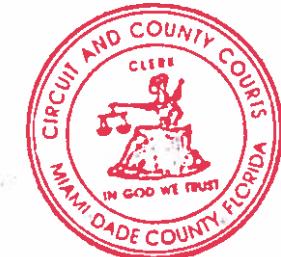
**"Club Manager"** shall mean the person or entity operating and managing the Club, at any time. Club Owner or its lessee may be Club Manager as provided in this Club Declaration. Club Owner reserves the right to designate Club Manager in Club Owner's sole and absolute discretion.

**"Club Member"** shall mean every Unit Owner. A Unit Owner shall continue to be a Club Member until he, she, or it, ceases to be a Unit Owner.

**"Club Membership"** shall mean membership in the Club, which affords the Club Member privileges with respect to the Club Facilities and imposes obligations on the Club Member in accordance with this Club Declaration and any club rules and regulations promulgated by the Club Owner, if any.

**"Club Owner"** shall mean the owner of the Century Park West Clubhouse Property as described in the Declaration, and improvements located thereon comprising the Club and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Club Owner hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Club Owner but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. At this time, Club Declarant is the Club Owner. Club Owner may change from time to time (e.g., Club Declarant may sell the Club). Notwithstanding that Club Owner and the Developer may be the same party and/or affiliates or related parties from time to time. Each Unit Owner acknowledges that Club Owner and Developer shall not be considered one and the same party, and neither of them shall be considered the agent, partner or alter ego of the other. At all times, Club Owner and Developer shall be considered separate and viewed in their separate capacities. No act or failure to act by Developer shall at any time be considered an act of Club Owner and shall not serve as the basis for any excuse, justification, waiver or indulgence to the Unit Owner with regard to their prompt, full, complete and continuous performance of their obligations and covenants hereunder.

**"Club Rules"** any rules and regulations adopted from time to time by the Club Owner for the Century Park West Clubhouse .



**Common Areas** shall have the meaning set forth in the Declaration.

**Condominium Property** shall have the definition set forth in the Declaration.

**Declaration** shall mean that certain Declaration of Condominium for Century Park West Condominium, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Miami-Dade County, as such Declaration shall be amended or modified from time to time, which has or will be recorded in the Public Records.

**Developer** shall mean Century Homebuilders Group, LLC, a Florida limited liability company.

**Family Members** shall be as defined in this Club Declaration.

**Individual Purchase Charges** shall have the meaning set forth in Section 6.7 of this Century Park West Clubhouse Declaration.

**Lender** shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Unit or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Unit initially or by assignment of an existing mortgage.

**Lessee** shall mean the lessee named in any written lease respecting a Unit who is legally entitled to possession of any Unit within The Properties.

**Losses** shall have the meaning set forth in Section 13.4 of this Club Declaration.

**Membership Admission Fee** shall have the meaning set forth in Section 7 of this Club Declaration.

**Outside Member** shall mean any person or entity who is not a Unit Owner within Condominium Property and is permitted by Club Owner to become a Club Member or to use the Club on a temporary or permanent basis. Club Owner shall, from time to time, establish the qualifications, requirements and fees and dues for Outside Members.

**Parking Areas** shall mean all areas designated for parking within the Declaration.

**Public Records** shall mean the Public Records of Miami-Dade County, Florida, as applicable.

**Special Use Fees** shall have the meaning set forth in Section 6.7 of this Club Declaration.

**Unit** shall have the meaning set forth in the Declaration.



**"Unit Owner"** shall mean the record owner (whether one or more persons or entities) of fee simple title to any Unit at the Condominium as defined in the Declaration. The term "Unit Owner" shall not include the Developer.

2. **Benefits of Club.** Each Unit Owner, by acceptance of title to a Unit, ratify and confirm this Club Declaration and covenant and agree as follows:

2.1 **Mandatory Membership.** Each Unit Owner at the time of acceptance of title to a Unit shall automatically become a Club Member and assume obligations of Club Membership under this Club Declaration. A Unit Owner shall execute and submit to Club Owner before or at closing on Unit Owner's acquisition of the Unit such form or forms as Club Owner shall reasonably require to evidence Unit Owner's receipt of this Club Declaration and any club rules and regulations "Club Rules", if any, adopted by Club Owner, and acknowledgement of such other matters as Club Owner may reasonably require ("Club Acknowledgment"). Each Unit Owner agrees to maintain a Membership in the Club in good standing. Although each Unit Owner automatically becomes a Club Member and assumes all obligations of Club Membership hereunder upon acceptance of title to a Unit, Club Membership privileges shall be conditioned and subject to Unit Owner's execution and delivery to Club Owner of the Club Acknowledgment.

2.2 **Term and Covenant Running with Land.** The terms of this Club Declaration shall be covenants running with the Century Park West Clubhouse Property in perpetuity and be binding on each Unit Owner, the Club Owner and his, her or its successors in title and assigns. Every Unit Owner shall be burdened with the payment of Clubhouse Charges commencing on the Club Commencement Date.

2.3 **Membership Impact on The Properties.** By acceptance of title to a Unit, each Unit Owner acknowledges that the automatic membership in the Club granted to Unit Owners positively impacts the viability of a recreational facilities and a membership club in The Properties and therefore renders ownership of The Properties and any part thereof more valuable and desirable than it would be otherwise. All Unit Owners and Club Owner agree that the provisions and enforceability of this Club Declaration are mutually beneficial. Each Unit Owner acknowledges that Club Owner is initially investing substantial sums of money and time in developing the Club Facilities on the basis that eventually the Club will generate a substantial profit to Club Owner. Each Unit Owner agrees that Club Owner would not have made such a substantial investment of money without the anticipation of such profit and such profit shall not, if ever generated, affect the enforceability of this Club Declaration so long as each Unit Owner is not required to pay Clubhouse Charges in excess of the amounts provided herein.

2.4 **Club Relationship.** Each Unit Owner, by acceptance of title to a Unit, acknowledges and agrees that there were significant other housing opportunities available to each Unit Owner in the general location of the Century Park West Clubhouse Property. The Unit, and its appurtenant rights to utilize the Century Park West Clubhouse were material in each Unit Owner's decision to purchase a Unit in the Condominium Property, for the purposes of this



Club Declaration, a "single product." Each Unit Owner understands that the Club is an integral part of Condominium Property.

2.5 Disclosure. By acceptance of title to a Unit, each Unit Owner acknowledges and full disclosure of the nature of the Club and obligations associated therewith was made to such Unit Owner prior to such Unit Owner executing a contract to purchase a Unit and each Unit Owner has, or was afforded the opportunity to, consult with an attorney.

2.6 Non-Exclusive License. The provisions of this Club Declaration do not grant any ownership or voting rights in the Club, Century Park West Clubhouse

Property, but, rather, grant a non-exclusive license to each Unit Owner to use the Century Park West Clubhouse in accordance with this Club Declaration and the Club Rules and Regulations as promulgated from time to time by Club Owner, subject to full compliance with all the obligations imposed by this Club Declaration.

2.7 Unrecorded Rules. Club Owner may adopt rules, regulations, policies and procedures ("Club Rules and Regulations") from time to time, and may modify, supplement, terminate or replace such Club Rules and Regulations. Each Unit Owner and his or her immediate family members and guests shall be bound by the Club Rules and Regulations as they may be amended from time to time. All Club Member rights and privileges under this Club Declaration shall be subject to the Club Rules and Regulations, provided that in the event of conflict between this Club Declaration and the Club Rules and Regulations, this Club Declaration shall govern. The Club Rules and Regulations may not be recorded; therefore, each Owner and Lessee should request a copy of unrecorded Club Rules and Regulations from the Club and become familiar with them.

### 3. Century Park West Clubhouse Facilities.

3.1 Century Park West Clubhouse Property. Club Owner presently owns or will own, control or have an interest in all of the real property comprising the Century Park West Clubhouse Property. The Century Park West Clubhouse Property may be modified to include additional property in Club Owner's sole and absolute discretion. Likewise, Club Owner may elect to remove portions of real property from the definition of Century Park West Clubhouse Property by amendment to this Club Declaration.

3.2 Club Facilities. Club Owner intends to construct certain clubhouse facilities within the Century Park West Clubhouse Property (the "Club Facilities"), which will be and shall remain the property of Club Owner, subject only to the provisions of the Declaration and this Club Declaration. At this time, the Club Facilities are planned to include a clubhouse that includes a foyer, multi-purpose room, covered terrace, office, main hall, swimming pool and pool deck, and separate men and women bathrooms. Club Owner commits to complete construction of the Club Facilities by no later than April 30, 2017.



3.3 Construction of the Club Facilities. Club Owner will construct the Club Facilities at its sole cost and expense. Club Owner shall be the sole and absolute judge as to the plans, size, design, location, completion, schedule, materials, equipment, size, and contents of the Club Facilities. Club Owner shall have the unequivocal right to:

3.3.1 develop, construct and reconstruct, in whole or in part, the Club Facilities and related improvements within the Century Park West Clubhouse Property, and make any additions, deletions, alterations, improvements, or changes thereto;

3.3.2 without the payment of rent, maintain leasing and/or sales offices (for sales and resales of Units), general offices, and construction operations including, without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of Units;

3.3.3 place, erect, and/or construct portable, temporary, or accessory buildings or structures (including trailers) upon the Century Park West Clubhouse Property for sales, construction storage, or other purposes;

3.3.4 temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the in connection with the development or construction of the Century Park West Clubhouse or any improvements located within Century Park West Clubhouse Property;

3.3.5 post, display, inscribe or affix to the exterior of the Club, signs and other materials used in developing, constructing, selling, or promoting the sale of Units;

3.3.6 conduct whatever commercial activities within the Century Park West Clubhouse Property deemed necessary, profitable and/or appropriate by Club Owner;

3.3.7 develop, operate and maintain the Century Park West Clubhouse Property as deemed necessary, in its sole and absolute discretion;

3.3.8 excavate fill from any lakes or waterways within and/or contiguous to the Century Park West Clubhouse Property by dredge or dragline, store fill within the Century Park West Clubhouse Property, and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Century Park West Clubhouse Property and use and/or sell excess plants and trees; and

3.3.9 all activities which, in the sole opinion of Club Owner, are necessary for the development, operation, and marketing of the Club and Club Facilities or any lands or improvements therein.

3.4 Changes. Club Owner reserves the absolute right in Club Owner's sole and absolute discretion without the joinder of any party whomsoever, to, from time to time, alter, change, add, remove, or modify the Club Facilities.



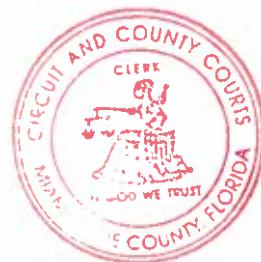
3.5 Commercial Space. It is possible that portions of the Club Facilities may include sales office(s), retail space and/or other commercial space as Club Owner may deem appropriate from time to time in Club Owner's sole and absolute discretion. Club Owner may permit or restrict Club Members to access any commercial facilities located within the Century Park West Clubhouse Property at Club Owner's sole and absolute discretion. Club Owner may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Club Facilities, subject to this Club Declaration. Club Owner shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease such commercial space; all of such rents, fees and payments, if any, shall be the sole property of Club Owner and shall not offset or reduce the Clubhouse Charges payable by Unit Owners.

4. Persons Entitled to Use the Club.

4.1 Rights of Club Members. Each Club Member and such Club Member's and Family Members shall have the non-exclusive license and privileges to use the Club Facilities in accordance with and subject to this Club Declaration and the Declaration. In order to exercise the rights of a Club Member, a person must be a resident of the Unit. Club Members shall have no right to access the commercial space comprising part of the Club Facilities, or portions of the Century Park West Clubhouse Property leased or licensed to third parties or Club Members, except as and when permitted by Club Owner. Use of Club Facilities by Club Members and their Family Members shall be subject to such reservation policies and procedures as established by Club Owner in its sole and absolute discretion.

4.2 Multiple Ownership of Unit. If a Unit is owned by a corporation, trust or other legal entity, or is owned by more than one person (other than spouses) or is otherwise owned in a form of multiple ownership (such as life estate), then the Unit Owner(s) collectively shall designate one (1) person who will be the Club Member with respect to such Unit. Such designated Club Member must have an ownership interest in the Unit or the Unit Owner and reside in the Unit. The Unit Owner and the designated Club Member shall be jointly and severally liable for the Membership Admission Fee, Clubhouse Charges, Special Use Fees and Individual Purchase Charges. If the Unit is owned by more than one person, all such persons shall be jointly and severally liable for the Membership Admission Fee, Clubhouse Charges, Special Use Fees and Individual Purchase Charges. Prior to such designated Club Member being able to use privileges associated with a Club Membership, Club Owner may require documentation necessary to establish the designated Club Member's entitlement to be designated as the Club Member by the Unit Owner and execution of an agreement of the designated Club Member agreeing to be bound by this Club Declaration and the Club Rules and Regulations and to pay the obligations related to the Club Membership. Club Owner may restrict the Unit Owner's change in designation, and upon any change in designees, Club Owner may impose a re-designation fee in an amount established by Club Owner from time to time.

4.3 Use by Unit Lessees. Club Owner may permit a Unit Owner to designate the Lessee of the Unit Owner's Unit to use the Membership privileges associated with the Unit during the period of the Unit lease, upon such terms and conditions as set forth in the Declaration



and payment of such fees as established by Club Owner. During the period during which a Lessee is designated to use the Membership privileges associated with a Unit, the Unit Owner shall have no Membership use privileges. If a Unit is leased and Club Owner permits Unit Owner to designate the Lessee as the user under the Unit Owner's Membership, the Unit Owner shall be liable to Club Owner for Clubhouse Charges for the period covered by the Unit lease notwithstanding any provision in the lease to the contrary.

4.4 Use by Persons Other than Unit Owners and Lessees. Club Owner has the right at any and all times, and from time to time, to make certain or all Club Facilities available to individuals, persons, firms, corporations or other legal entities other than Club Members as it deems appropriate. Club Owner shall establish the fees to be paid, if any, by any person using the Club Facilities who is not a Club Member. The granting of such rights shall not invalidate this Club Declaration, reduce or abate any Unit Owner's obligations to pay Clubhouse Charges pursuant to this Club Declaration, or give any Unit Owner the right to avoid any of the provisions of this Club Declaration.

4.5 Promotional Access and Use of Club Facilities. Club Owner, Developer, and their affiliates, shall have the right to schedule and hold marketing, promotional and other events using the Club Facilities.

4.6 Subordination. This Club Declaration and the rights of Club Members to use the Club are and shall be subject and subordinate to: (a) any ground lease, mortgage, deed of trust, or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Club by Club Owner; (b) the Declaration; and (c) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities. This provision shall be self-operative. The "Association" (as defined in the Declaration), in its own name and, as agent for all Unit Owners, shall sign any documents confirming the subordination provided herein promptly upon request of Club Owner.

5. Ownership and Control of the Club.

5.1 Control of Club. The Club shall be under the complete supervision and control of Club Owner unless Club Owner appoints a third party as Club Manager.

5.2 Transfer of Club. Club Owner may sell, encumber or convey the Club or the Club Facilities to any person or entity in its sole and absolute discretion at any time, subject to the Declaration and this Club Declaration. Club Owner may lease or enter into lease, license, franchise, use or access agreements for any portion of the Club Facilities to or with any person or entity in its sole and absolute discretion at any time, subject to the Declaration and this Club Declaration.

5.3 Option of Club Owner. In Club Owner's sole and absolute discretion, Club Owner shall have the option to transfer the Club Facilities or any portion thereof at any time to the Association free and clear of any mortgage or monetary lien other than real estate taxes for the year of conveyance, without the consent of the Association or a vote of Unit Owners or Club



Members, so that the Club Facilities will be under the complete control of the Unit Owners, whereby Club Owner shall have no further liability or responsibility, financial or otherwise, respecting the Club, the Club Facilities, or the Century Park West Clubhouse Property. Such transfer of Club Facilities shall be for no purchase price, unless otherwise agreed to by the Association.

5.4 Documentation of Transfer of Club.

5.4.1 Documentation from Club Owner. In the event that the Club Facilities are transferred to the Association pursuant to Section 5.3 of this Club Declaration, Club Owner shall be obligated to deliver the following at the time of transfer to the Association: a special warranty deed for the real property comprising the Club consistent with this Section 5.4, a special bill of sale respecting the personal property comprising the Club, an assignment of any alcoholic beverage license used in connection with the Club (subject to all state requirements for such transfer), if any, an assignment of contracts, leases, license and permits related to the Club to the extent assignable, an owner's title insurance policy respecting the Club at the Association's sole cost and expense and all affidavits and other documents required by the title insurance company to issue the title insurance policy.

5.4.2 Documentation from the Association. At the time that the Club is transferred to the Association, the Association shall be obligated to deliver the following: payment for all costs to effect the transfer including, without limitation, the cost of the owner's title insurance policy, all documentary stamp taxes and surtaxes, and the costs of preparing all closing documentation: an assumption of contracts, leases, licenses and permits related to the Club, a general release in the customary form, and all affidavits and other documents required by the title insurance company to issue the title insurance policy.

5.4.3 Nature of Conveyance; Assumption of Liabilities. The conveyance of the Club Facilities to the Association pursuant to this Section 5.4 shall be subject to easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the Club. The Association shall, and does hereby, indemnify and hold Club Owner harmless on account thereof. The Association shall be obligated to accept such conveyance without setoff, condition, or qualification of any nature. The Association shall execute all applicable transfer forms necessary for transfer of the alcoholic beverage license used in connection with the Club (if any). The Club, Century Park West Clubhouse Property, personal property and equipment thereon and appurtenances thereto shall be conveyed in "as is, where is" condition with all faults, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, SIZE, ADEQUACY, DESIGN, FITNESS OR MERCHANTABILITY OF SUCH ITEMS BEING CONVEYED.



6. Clubhouse Charges and Other Obligations.

6.1 Covenant Regarding Payment of Clubhouse Charges. In consideration of the construction and providing for use of the Club Facilities to the Unit Owners, and for the privilege of using the Clubhouse Facilities, each Unit Owner by acceptance of title to a Unit shall be deemed to have specifically covenanted and agreed to pay a monthly charge of \$7.00 as the Clubhouse Charge, payable to the Club Owner or its designee commencing on the Club Commencement Date. The Club Owner shall collect the Clubhouse Charges and applicable sales tax on a monthly basis in accordance with the Declaration and this Clubhouse Declaration. In the Club Owner's sole and absolute discretion, the Club Owner may require Unit Owners to provide a credit or debit card, and the Club Owner may thereafter charge the Unit Owners credit or debit card the Clubhouse Charges. At the sole discretion of the Club Owner, the Clubhouse Charges shall after the first year be subject to annual adjustments. Annual increases to the Clubhouse Charges for any given year shall not exceed 10% over the Clubhouse Charges payable during the previous year.

6.2 Taxes. Each Unit Owner shall pay all applicable sales, use or similar taxes now or hereafter imposed on all Clubhouse Charges and Individual Purchase Charges. Currently, sales tax is payable on the entire amount of Clubhouse Charges.

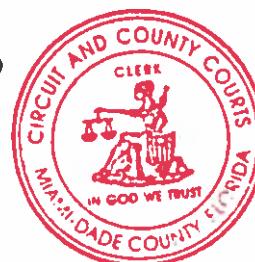
6.3 Perpetual. Each Unit Owner's obligation to pay Clubhouse Charges shall be perpetual regardless of whether such Unit is occupied, destroyed, renovated, replaced, rebuilt or leased.

6.4 Multiple Units. If a Unit Owner owns more than one Unit, Clubhouse Charges are payable for each and every Unit owned by such Unit Owner, and such Unit Owner shall not be entitled to any additional privileges or the privilege to designate users other than Unit Owner by virtue of ownership of more than one Unit, except to the extent permitted by Section 4.4 of this Club Declaration if one or more of such Units are leased.

6.5 Excuse or Postponement. Club Owner, in its sole and absolute discretion, may at any time excuse or postpone the payment of Clubhouse Charges, and such excusal or postponement shall not constitute a waiver of the right to collect Clubhouse Charges in the future.

6.6 Club Owner's Obligation. Under no circumstances shall Club Owner or Developer be required to pay Clubhouse Charges, Special Use Fees, or Individual Purchase Charges.

6.7 Special Use Fees and Individual Purchase Charges. Club Owner shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to Club Manager, (i) specific charges, ticket, service and/or use fees and charges ("Special Use Fees"), for which one or more Unit Owners (but less than all Unit Owners) are subject, such as, costs of special services or facilities provided to a Unit Owner relating to the special use of the Club or tickets for shows, special events, instructional/educational events, seminars, social events,



athletic events, or performances held in the Club Facilities which are paid initially by Club Owner, and (ii) pricing for food and beverage and merchandise sold to individual Club Members ("Individual Purchase Charges"). Special Use Fees and Individual Purchase Charges shall be payable at such time or time(s) as determined by Club Owner. Without limiting the foregoing, Unit Owners shall be charged Special Use Fees for the use of spa services, equipment rentals, video arcade machines and entertainment devices. Club Owner shall have no duty to account for any Special Use Fees and Individual Purchase Charges; all of such Special Use Fees and Individual Purchase Charges shall be the sole property of Club Owner and shall not offset or reduce the Clubhouse Charges payable by Unit Owners.

6.8 Additional Clubhouse Charges. If a Unit Owner, or his Family Members, his or her guests, invitees, licensees, agents, servants or employees do anything which increases the cost of maintaining or operating the Club, or cause damage to any part of the Club, Club Owner may levy additional Clubhouse Charges against such Unit Owner in the amount necessary to pay such increased cost or repair such damage.

6.9 Commencement of Clubhouse Charges. The obligation to pay Club Clubhouse Charges shall commence as to each Unit Owner on the day of the conveyance of title of a Unit to a Unit Owner. Notwithstanding the foregoing, no Unit Owner shall be obligated to pay Clubhouse Charges until the first day of the calendar month in which any portion of the Club Facilities can be used by Unit Owners ("Club Commencement Date").

6.10 Time Is of Essence. Faithful payment of the sums due and performance of the other obligations hereunder, at the times stated, shall be of the essence.

6.11 Obligation to Collect and Pay Clubhouse Charge. The Association shall be responsible for the collection of the Clubhouse Charges, and for remitting same to the Club Owner. Each Unit Owner shall pay the Clubhouse Charges to the Association together with their regular Assessments relating to his or her Unit which if not paid, could become a lien against the Unit which is of equal priority to the lien for Assessments created by the Declaration. Although a lien for Assessments payable to the Association is on equal priority with the lien of Club Owner for amounts owed by Unit Owner pursuant to Section 8 of this Club Declaration, each Unit Owner agrees to pay all Assessments when due. Upon failure of a Unit Owner to pay the taxes, assessments, obligations, and Assessments required under this Section, Club Owner may (but is not obligated to) pay the same, in which event, such amount advanced by Club Owner shall be included in the lien in favor of Club Owner pursuant to Section 8.1.

6.12 Change In Terms of Offer. Club Owner may provide that some Unit Owners pay Clubhouse Charges on a different basis than other Unit Owners by recording a supplement or amendment to this Club Declaration with respect to one or more Units. No Unit amounts due to Club Owner shall be collected. Owner shall have the right to object to any other Unit Owner paying greater or lesser Clubhouse Charges so long as the Clubhouse Charges applicable to any particular Unit is in accordance with this Club Declaration.



6.13 Collection. Club Owner shall determine from time to time the method by which Clubhouse Charges, Special Use Fees, Individual Purchase Charges and any other charges are collected and by whom.

6.14 Assessments for Capital Improvements. In addition to the payment of Clubhouse Charges, Special Use Fees, Individual Purchase Charges, the Unit Owners will be required to pay to the Association an assessment to cover the costs for any capital improvements to the Clubhouse Facilities ("Capital Charges"). The Association's Budget may include an amount, a reserve for capital replacements and improvements of the Clubhouse Facilities. The Association shall include in its Budget as additional assessments the cost and expense obligations set forth in this Section 6.14.

6.15 Clubhouse Charge Payable to the Association. As additional consideration to the Club Owner for allowing the Unit Owners to have access to the Clubhouse Facilities, the Association has agreed and shall be required to collect the Clubhouse Charges from the Unit Owner and to pay same to the Club Owner. Notwithstanding any contrary provision in this Club Declaration, Clubhouse Charges shall be after the first year subject to annual adjustments thereafter at the sole discretion of the Club Owner.

7. Assessments for Costs and Expenses of Operating the Clubhouse. In addition to the Clubhouse Charges and Capital Charges, the Unit Owners shall be obligated to pay to the Association the costs and expenses required to cover the annual costs and expenses of managing and operating the Club Facilities, and the costs required to make any necessary repairs and improvements to same, including but not limited to utilities, management fees, pool services, security, and insurance premiums to provide for fire, hazard, windstorm and flood insurance with extended coverage, vandalism and malicious mischief, sprinkler leakage, public liability, and such other insurance as the Club Owner may require. Each policy or policies of insurance to contain acceptable clauses in favor of the Club Owner, such insurance to be in amounts and form, as shall be approved by the Club Owner, and shall be issued by a company or companies approved by the Club Owner. The insurance policies shall provide coverage on the Clubhouse Facilities for their highest insurable value. The Club Owner shall remain liable for the payments of real estate taxes on the Clubhouse Facilities.

8. Creation of the Lien and Personal Obligation.

8.1 Claim of Lien. Each Unit Owner, by acceptance of title to a Unit, shall be deemed to have covenanted and agreed that all amounts payable under this Club Declaration including, without limitation, Association Fees, Century Park West Clubhouse Charges, Special Use Fees and Individual Purchase Charges, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collection and bankruptcy, shall be a charge and continuing first lien in favor of Club Owner encumbering, each Unit and all personal property located thereon owned by the Unit Owner. The lien is effective from and after recording a Claim of Lien in the Public Records stating the description of the Unit, name of the Unit Owner, and the amounts due as of that date, but shall



relate back to the date this Club Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. All unpaid Association Fees, Century Park West Clubhouse Charges, Special Use Fees and Individual Purchase Charges, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation in favor of Club Owner of the person who was the Owner of the Unit at the time when the charge or fee became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns. The lien created by this Section is on equal priority with the lien of the Association for Assessments under the Declaration (regardless of when the lien for Assessments is filed in the Public Records).

**8.2 Right to Designate Collection Agent.** Club Owner shall have the right to designate who shall collect, Association Fees, Clubhouse Charges, Special Use Fees, Individual Purchase Charges and other amounts due under this Club Declaration and such right shall be perpetual.

**8.3 Subordination of the Lien to Mortgages.** The lien for Association Fees, Clubhouse Charges, Special Use Fees, Individual Purchase Charges and related fees and expenses shall be subordinate to a bona fide first mortgage held by a Lender on any Unit, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The Club Claim of Lien shall not be affected by any sale or transfer of a Unit, except in the event of a sale or transfer of a Unit pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a Claim of Lien encumbering the Unit or chargeable to the former Unit Owner of the Unit which became due prior to such sale or transfer, notwithstanding any contrary provision herein. Any Lender when in possession of a Unit or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any Lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or Lender, shall hold title to the Unit subject to the liability and lien for any Clubhouse Charges coming due after such foreclosure (or conveyance in lieu of foreclosure) or Assessment Fees, Special Use Fees and Individual Purchase Charges incurred after such foreclosure (or conveyance in lieu of foreclosure). Any sale or transfer pursuant to a foreclosure shall not relieve the Unit Owner from liability for, nor the Unit from the lien of any fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Association Fees, Clubhouse Charges, Special Use Fees or Individual Purchase Charges from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Club Owner if the mortgage held by such Lender is in default. Club Owner shall have the right, but not the obligation, to cure such default within the time periods applicable to Unit Owner. In the event Club Owner makes such payment on behalf of an Owner, Club Owner shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a Unit Owner pursuant to this Section shall be added to Clubhouse Charges payable by such Unit Owner with appropriate interest.



8.4 The Association Lien Rights. If and when the Association acquires the Century Park West Clubhouse Property pursuant to Section 5.3 of this Club Declaration, the Association shall have any and all lien rights to collect, Association Fees, Clubhouse Charges, Special Use Fees and Individual Purchase Charges and related fees and expenses, as described in this Club Declaration.

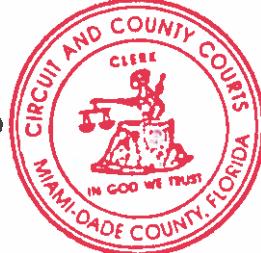
8.5 Non-payment. If any Association Fees, Clubhouse Charges or other amounts are not paid by a Unit Owner within ten (10) days after the due date, Club Owner may impose a late fee and/or with interest on all amounts payable to Club Owner by the Unit Owner in accordance with the Declaration, beginning from the due date until paid in full, may be levied. This fee is to compensate Club Owner for administrative expenses and is not a penalty but agreed upon, fixed, and fair liquidated damages. Club Owner may, at any time thereafter, bring an action at law against the Unit Owner personally obligated to pay the same, and/or foreclose the lien against the Unit, or both. In the event of foreclosure of the Club lien, the defaulting Unit Owner shall be required to pay a reasonable rental for the Unit to Club Owner, and Club Owner shall be entitled, as a matter of right, to the appointment of a receiver to collect the same. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club would not be served by doing so. There shall be added to the Claim of Lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, pretrial and at all levels of proceedings, including appeals, collection and bankruptcy. Club Owner shall have all of the remedies provided herein and any others provided by law and such remedies shall be collective. The bringing of an action or exercise of remedy shall not constitute an election to exclude the bringing of any other action or exercise of remedy.

8.6 Non-Use. No Unit Owner may waive or otherwise escape liability for fees and charges provided for herein by non-use of, illness or disability that prevents or limits the use of, or the waiver of the right to use, the Club or Club Facilities or non-use or abandonment of the Unit.

8.7 Suspension. Should a Unit Owner not pay sums required hereunder, or otherwise default, for a period of thirty (30) days, Club Owner may, without reducing or terminating Unit Owner's obligations hereunder, suspend Unit Owner's (or in the event the Unit is leased, the Lessee's) privilege to use the Club Facilities until all fees and charges are paid current and/or the default is cured.

## 9. Operations.

9.1 Control. The Club shall be under the complete supervision and control of Club Owner until Club Owner, in its sole and absolute discretion, delegates all or part of the right and duty to operate, manage and maintain the Club to a third party as Club Manager, if ever, as hereinafter provided, or leases all or part of the Club Facilities to a third party, if ever.



9.2 Club Manager or Club Facilities Lessee. At any time, Club Owner may appoint a Club Manager to act as its agent. Club Manager or any lessee of the Club Facilities shall have whatever rights hereunder as are assigned in writing to it by Club Owner. Without limiting the foregoing, Club Manager or Club Facilities lessee, if so agreed by Club Owner, may file liens for unpaid Clubhouse Charges against Units and may enforce the Club Rules and Regulations.

10. Paramount Right of the Association. The Association shall have the right to post all notices of its Board of Directors and member meetings and all notices required by the Florida Statutes at a designated location within the Club Facilities visible to all Club Members without charge.

11. Attorneys' Fees. If at any time Club Owner must enforce any provision of this Club Declaration, Club Owner shall be entitled to recover all of its reasonable costs and attorneys' and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy.

12. Rights to Pay and Receive Reimbursement. The Association shall have the right, but not the obligation, to pay any Clubhouse Charges, Special Use Fees or Individual Purchase Charges which are in default and which may or have become a lien or charge against any Unit. If so paid, the Association paying the same shall be subrogated to the enforcement rights with regard to the amounts due. Further, Club Owner and/or the Association shall have the right, but not the obligation, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of a Unit Owner to protect its lien. The party advancing such funds shall be entitled to immediate reimbursement, on demand, from the Unit Owner for such amounts so paid, plus interest thereon at the maximum rate allowable by law, plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy.

13. Release and Assumption of Liabilities. Each Club Member, Immediate Family Member and other person entitled to use the Club hereby agree as follows:

13.1 Responsibility for Personal Property and Persons. Each Club Member assumes sole responsibility for the health, safety and welfare of such Club Member, his or her Family Members and guests, and the personal property of all of such persons.

13.2 Cars and Personal Property. The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities. Without limiting the foregoing, any Club Member or his or her Family Members or guests parking a car within the Parking Areas assumes all risk of loss with respect to his or her car in the Parking Areas. Further, any person entering the Club Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored in the fitness center lockers, on bicycles, or within cars and wallets, books and clothing left in the pool area.

13.3 Activities. Any Club Member, Family Members, guest or other person who, in any manner, makes use of, or accepts the use of any apparatus, appliance, facility, privilege or



service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at his or her own risk. Every Club Member shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by such Club Member or such Club Member's Family Members or guest.

13.4 Indemnification of Club Owner. Each Club Member, Family Members and guest agrees to indemnify and hold harmless Club Owner and Club Manager, their affiliates, and their members, shareholders, partners, agents, employees, attorneys, directors and officers (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date of this Club Declaration, whether direct, indirect, or consequential, as a result of or in any way related to such Club Member's Club Membership, including, without limitation, use of the Club Facilities by Club Members, Family Members and their guests, or the interpretation of this Club Declaration and/or the Declaration and/or from any act or omission of the Club Owner or of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Club's insurance policies. The indemnifications provided in this Section shall survive termination of this Club Declaration.

13.5 Attorneys' Fees. Should any Club Member or Family Members bring suit against Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Club Member and/or Family Members shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees, expert fees, and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals.

13.6 Waiver of Provisions in Declaration. Club Owner may waive the application of any provisions set forth in the Declaration as they apply to the Century Park West Clubhouse to one or more Unit Owners, Lessees, or their Family Members or guests or the Club Owner's invitees, employees or agents in Club Owner's sole and absolute discretion. A waiver may be revoked at any time upon notice to the affected Lessees and Unit Owners.

13.7 Waiver of Claim as to Community Recreational Facilities. Notwithstanding that the Century Park West Clubhouse Property may be designated as recreation area, clubhouse or similar designation for purposes of applicable zoning ordinances and regulations, plats or local government approvals, each Unit Owner by acceptance of title to a Unit releases and discharges forever, Developer, Club Owner and their affiliates, and their officers, directors, partners, shareholders, members, employees and agents from any claim that Unit Owners are entitled to use the Century Park West Clubhouse Property by virtue of their ownership of Units without acquiring a membership in the Club, paying the Membership Admission Fee and Century Park West Clubhouse Charges in accordance with this Club Declaration and complying with the terms of this Club Declaration.



Club Facilities, Club Owner shall use commercially reasonable efforts to reconstruct and re-open the Club Facilities in a timely manner.

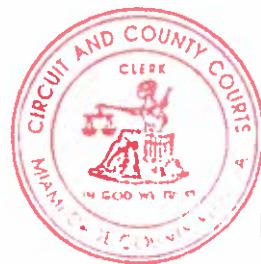
16. **Eminent Domain.** If, during the operation of this Club Declaration, an eminent domain proceeding is commenced affecting the Century Park West Clubhouse Property, then in that event, the following conditions shall apply:

16.1 **Complete Taking.** If the whole or any material part of the Clubhouse Charges Property is taken under the power of eminent domain, Club Owner may terminate this Club Declaration and the provisions of the Declaration relating to the Club by written notice given to the Association, which notice shall be recorded in the Public Records. Should such notice be given, this Club Declaration and the provisions in the Declaration relating to the Club shall terminate. All damages awarded in relation to the taking shall be the sole property of Club Owner.

16.2 **Partial Taking.** Should a portion of the Century Park West Clubhouse Property be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Club so that Club Owner determines the taking is not a complete taking, then, in such event, Club Owner shall have the option, to the extent legally possible, to utilize a portion of the proceeds of such taking for the restoration, repair, or remodeling of the remaining improvements to the Club Facilities, or to terminate this Club Declaration as provided in Section 16.1 of this Club Declaration. All damages awarded in relation to the taking shall be the sole property of Club Owner, and Club Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling.

17. **No Waiver.** The failure of Club Owner in one or more instances to insist upon strict performance or observance of one or more provisions of the Club Declaration or conditions of this Club Declaration or to exercise any remedy, privilege or option herein conferred upon or reserved to Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any Unit Owner, or any part thereof, shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition of this Club Declaration, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner (with respect to the Association or a Club Member) shall be effective unless made by Club Owner in writing.

18. **Resolution of Disputes.** THE ASSOCIATION AND, BY ACCEPTANCE OF TITLE TO A UNIT, EACH UNIT OWNER AGREES THAT THIS CLUB DECLARATION IS A VERY COMPLEX DOCUMENT. ACCORDINGLY, THE ASSOCIATION AND EACH UNIT OWNER AGREES THAT JUSTICE WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THIS CLUB DECLARATION ARE HEARD BY A JUDGE, AND NOT A JURY. ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM,



WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES, PAIN; SUFFERING AND WRONGFUL DEATH, BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS CLUB DECLARATION, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHALL BE HEARD IN A COURT PROCEEDING BY A JUDGE, AND NOT A JURY. BY ACCEPTANCE OF TITLE TO A UNIT, EACH UNIT OWNER REPRESENTS THAT SUCH UNIT OWNER UNDERSTANDS THE LEGAL CONSEQUENCES OF ACCEPTING TITLE TO A UNIT, INCLUDING WAIVER OF TRIAL BY JURY.

19. Venue. EACH UNIT OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH UNIT OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A UNIT, THIS CLUB DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN MIAMI-DADE COUNTY, FLORIDA. CLUB OWNER HAS AN OFFICE IN MIAMI-DADE COUNTY, FLORIDA AND EACH UNIT IS LOCATED IN MIAMI-DADE COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN MIAMI-DADE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH UNIT OWNER AND CLUB OWNER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN MIAMI-DADE COUNTY, FLORIDA.

20. Release. BEFORE ACCEPTING TITLE TO A UNIT, EACH UNIT OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB DECLARATION. BY ACCEPTANCE OF TITLE TO A UNIT, EACH UNIT OWNER ACKNOWLEDGES THAT HE, SHE OR IT HAS SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH UNIT OWNER CONFIRMING IN ADVANCE OF ACQUIRING A UNIT THAT THIS CLUB DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH UNIT OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT THE CENTURY PARK WEST CLUBHOUSE PROPERTY TO THIS CLUB DECLARATION, EACH UNIT OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, DEVELOPER THEIR AFFILIATES AND THEIR PARTNERS, SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS,



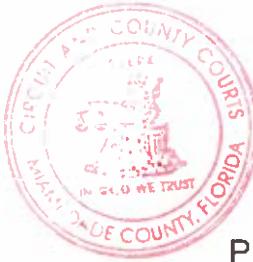
COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH A UNIT OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF UNIT OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS CLUB DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

21. Amendment. Notwithstanding any other provision herein to the contrary, no amendment to this Club Declaration shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever in Developer's or Club Owner's sole and absolute discretion. No amendment shall alter the provisions of this Club Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the Public Records. Club Owner shall have the right to amend this Club Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Club Owner's right to amend under this provision is to be construed as broadly as possible. By way of example, Club Owner may terminate this Club Declaration (and all rights and obligations hereunder) in the event of partial or full destruction of the Club. Further, Club Owner may elect, in Club Owner's sole and absolute discretion, to subject property outside of Century Park West Clubhouse Property to this Club Declaration by amendment recorded in the Public Records. Likewise, Club Owner may elect, in Club Owner's sole and absolute discretion, to remove portions of Century Park West Clubhouse Property. The Century Park West Clubhouse Property from the benefit and encumbrance of this Club Declaration by amendment recorded in the Public Records. Each Unit Owner agrees that he, she or it has no vested rights under current case law or otherwise with respect to any provision in this Club Declaration other than those setting forth the maximum level of each individual Unit's Clubhouse Charges that shall be imposed from time to time.

22. No Representations. Each Unit Owner represents and no representations or warranties that are inconsistent with this Club Declaration, either verbal or written, have been made by Developer or the Club Owner, and if made, may not be relied upon.

23. Severability. Invalidation of any of the provisions of this Club Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Club Declaration shall remain in full force and effect.

24. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Club Declaration shall be deemed to have been properly sent when mailed,



(Reserved for Clerk of Court)

STATE OF FLORIDA        )  
                            )  
                            ) SS:  
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015 by Sergio Pino, as the Manager of Century Homebuilders Group,  
**LLC**, a Florida limited liability company, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida at Large  
Print name: \_\_\_\_\_

Page 22 of 29



**LEGAL DESCRIPTION:**

A parcel of land being a portion of Tract "A", Century Park West, according to the plat thereof, as recorded in Plat Book 171 Page 87 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract "A" of afore mentioned plat for Century Park West, thence run N.86°55'03"W. along the north line of said Tract "A" for a distance of 295.62 feet to a point; thence run S.03°03'54"W. for a distance of 227.19' feet to the point of beginning of the parcel of land being described; thence continue S.03°03'54"W. for a distance of 45.37' feet to a point; thence run N.86°56'06"W. for a distance of 145.43 feet to a point; thence run N.03°03'54"E. for a distance of 45.37' feet to a point; thence run S.86°56'06"E. for a distance of 145.43 feet to the point of beginning of the parcel of land being described, containing an area of 6,598 square feet, more or less, lying and being in Miami-Dade County, Florida.

**STATE OF FLORIDA, COUNTY OF DADE**

I HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file in this office. 12/14/2016 AD 20  
**HARVEY RUVIN, Clerk of Circuit and County Courts**

Deputy Clerk [Signature]

**GUETTY JEAN #217325**



**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the Property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 51-17.050, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. That the Sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon, this Sketch does not represent a Land Survey

  
Ed Pino  
PROFESSIONAL LAND SURVEYOR  
AND MAPPER No. 6771  
STATE OF FLORIDA

DATE : DEC. 7, 2016

**American Services of Miami, Corp.**

Consulting Engineers . Planners . Surveyors

9370 S.W. 72nd Street, Suite A-102  
Miami, Florida, 33173  
PH: (305) 598-5101 FAX: (305) 598-8627  
ASOMIAMI.COM

Job No.:	16-1212
Drawn Date:	12/7/2016
Drawn:	T.P.
Checked by:	E.P.
Scale :	As shown
Sheet :	2 of 2