



CFN 2016R0737022
OR BK 30357 Pgs 1876-1905 (30Pgs)
RECORDED 12/22/2016 14:17:27
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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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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.

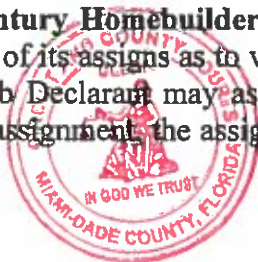
"Club" shall mean the Century Park West Clubhouse, a social and recreational membership club to be owned and/or operated by the Club Owner at the Century Park West Clubhouse Property, or any other trade name adopted by Club Owner, including any future or successor membership club operated at Century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

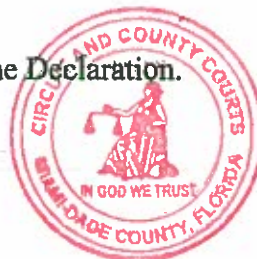
"Outside Member" shall mean any person or entity who is not a Unit Owner within Condominium Property and is permitted by Club Owner to become a Club Member or to use the Club on a temporary or permanent basis. Club Owner shall, from time to time, establish the qualifications, requirements and fees and 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.

14. Violation of the Club Declaration.

14.1 Basis for Suspension. The Club Membership rights and privileges of a Club Member may be suspended by Club Owner in accordance with and subject to the provisions of this Club Declaration if, in the sole judgment of Club Owner:

- 14.1.1 such person is not a Unit Owner or an approved Lessee;
- 14.1.2 the Club Member violates one or more of the provisions of the Club Declaration;
- 14.1.3 the Club Member verbally abuses and/or disrespects employees and/or management of the Club;
- 14.1.4 an Family Members, a guest or other person for whom a Club Member is responsible violates one or more of the provisions of this Declaration;
- 14.1.5 a Unit Owner fails to pay Century Park West Clubhouse Charges or other amounts payable to Club Owner in a proper and timely manner;
- 14.1.6 a Club Member and/or guest has injured, harmed or threatened to injure or harm any person within the Club Facilities, or harmed, destroyed or stolen any personal property within the Club Facilities, whether belonging to a third party or to Club Owner; or
- 14.1.7 other improper conduct as set forth in this Club Declaration.

14.2 No Century Park West Clubhouse Charges Abatement. No Club Member whose Club Membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Clubhouse Charges or any other fees. During the restriction or suspension, Clubhouse Charges shall continue to accrue and be payable each month.

15. Destruction. In the event of the damage to the Club Facilities by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Club Owner. If Club Owner elects, in Club Owner's sole and absolute discretion, to reconstruct the Club Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Club Facilities; provided, however, Club Owner shall have the right to change the Club Facilities in its sole and absolute discretion. There shall be no abatement in payments of Clubhouse Charges during casualty or reconstruction unless otherwise provided by Club Owner in its sole and absolute discretion, notwithstanding that the Club Facilities are not available for use. After all reconstruction or repairs have been made, if there are any excess insurance proceeds, then in such event, the excess shall be the sole property of Club Owner. If Club Owner elects not to reconstruct the Club Facilities, Club Owner shall terminate this Club Declaration and the provisions of the Declaration relating to the Club by document recorded in the Public Records. In the event Club Owner elects to reconstruct the

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.

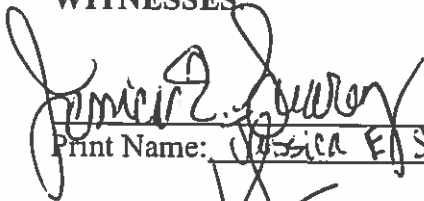
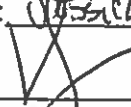
24. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Club Declaration shall be deemed to have been properly sent when mailed,

postpaid, hand delivered, telefaxed, or delivered by professional carrier or overnight delivery to the last known address at the time of such mailing.

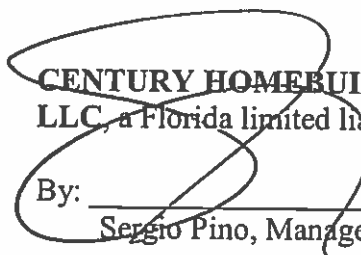
1. Florida Statutes. Whenever this Club Declaration refers to the Florida Statutes, the reference shall be deemed to refer to the Florida Statutes as they exist on the date the Club Declaration was recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.
2. Headings. The headings within this Club Declaration are for convenience only and shall not be used to limit or interpret the terms of this Club Declaration.
3. Interpretation of Club Declaration. In the event that there is any ambiguity or question regarding the provisions of this Club Declaration, Club Owner's determination of such matter shall be conclusive and binding.

NOW THEREFORE, Club Declarant/Developer has set its signature and seal below this 31st day of December, 2016.

WITNESSES:


Print Name: Veronica E. Suarez

Print Name: Veronica Naranjo

**CENTURY HOMEBUILDERS GROUP,
LLC**, a Florida limited liability company

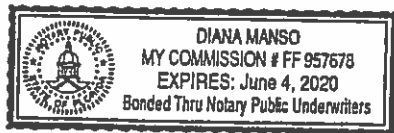
By: 
Sergio Pino, Manager



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

The foregoing instrument was acknowledged before me this 21st day of December, 2016 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:



Diana Manso
NOTARY PUBLIC, State of Florida at Large
Print name: Diana Manso



**JOINDER BY
CENTURY PARK WEST CONDOMINIUM ASSOCIATION, INC.**

CENTURY PARK WEST CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("the Association") does hereby join in the Century Park West Clubhouse Declaration ("Club Declaration") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Club Declaration, as the Association has no right to approve the Club Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 21st day of December, 2016.

WITNESSES:

Veronica E. Naranjo
Print Name: Veronica E. Naranjo
Veronica Naranjo
Print Name: Veronica Naranjo

**CENTURY PARK WEST CONDOMINIUM
ASSOCIATION, INC.**, a Florida not-for-profit
corporation

By: Diana Manso
Diana Manso, President

Date: 12/21/2016

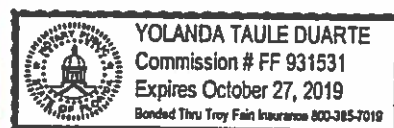
[SEAL]

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

The foregoing instrument was acknowledged before me this 21 day of Dec, 2016 by Diana Manso, as President of **CENTURY PARK WEST CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation, who is personally known to me or who produced FL Drivers License as identification, on behalf of the corporation.

My commission expires:

Yolanda Taule Duarte
NOTARY PUBLIC, State of Florida at Large
Print Name
Name Yolanda Taule Duarte



**CONSENT TO
CENTURY PARK WEST CLUBHOUSE DECLARATION**

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 21 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 21st day of December, 2016.

WITNESSES.

Lynn Muñoz
Print Name: Lynn Muñoz

Zaida M. Betancourt
Print Name: Zaida M. Betancourt

Apollo Bank, a Florida banking corporation

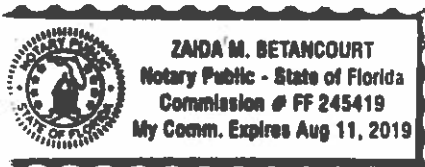
By: [Signature]
Name: Odoardo Sbarra
Title: SVP - Chief Lending Officer
Date: December 21, 2016

[SEAL]

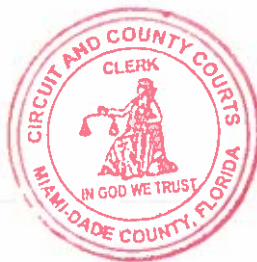
STATE OF FLORIDA)
) SS.:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 21st day of December, 2016 by Odoardo Sbarra as SVP - Chief Lending Officer 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: 8/11/19



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



**CONSENT TO
CENTURY PARK WEST CLUBHOUSE DECLARATION**

Miami Christian School, a not-for-profit, Florida corporation, as Mortgagee under Mortgage, dated and recorded in Official Records Book 29003, Page 1660, Public Records of Miami-Dade County, Florida, which encumbers the land described in Exhibit A, does hereby Consent to the Century Park West Clubhouse Declaration, to which this consent is attached, and acknowledges that the terms thereof are and shall be binding upon Century Homebuilders Group LLC, a Florida limited liability company and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 21 day of December, 2016.

WITNESSES:

Sandra M. Albo
Print Name: SANDRA M. ALBO.
Gabriel Duarte
Print Name: Gabriel Duarte

Miami Christian School, a not-for-profit, Florida corporation,

By: William G. Lukes
William Lukes, President

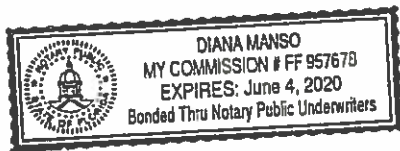
Date: 12/22/16

[SEAL]

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

The foregoing instrument was acknowledged before me this 21st day of December, 2016 by **William Lukes**, as President of **Miami Christian School**, a not-for-profit, Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the association.

My commission expires:

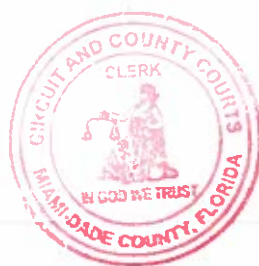


Diana Manso
NOTARY PUBLIC, State of Florida
Print Name: Diana Manso



(Reserved for Clerk of Court)

EXHIBIT A
LEGAL DESCRIPTION



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 this is a true copy of the
original filed in this office on _____ day of _____
DEC 22 2016

WITNESS my hand and Official Seal
HARVEY RUBIN, CLERK of Circuit and County Courts
By [Signature] D.C.

