AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF KESWICK "B" CONDOMINIUM ASSOCIATION, INC.

SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM

RECITALS

In a Declaration of Condominium recorded in Official Records Book 5907, Page 183 et seq. of the Public Records of Broward County, Florida on August 27, 1974 (hereinafter the "Original Declaration") the Condominium Developer, Century Village East, Inc., a Florida corporation, did submit to Condominium ownership pursuant to Florida Statutes, that property situated in Broward County, Florida, more particularly described in the Survey Exhibit attached to the Original Declaration as Exhibit 1, which is incorporated herein by reference, and attached to this Amended and Restated Declaration of Condominium as Exhibit 1.

The Condominium Property includes that property, real and personal, which is owned, leased by or dedicated to the Association for the use and benefit of its members, and further including all improvements, easements and rights appurtenant thereto intended for use in connection with the Condominium.

Said Original Declaration was subsequently supplemented and/or amended as follows:

Amendment to Declaration of Condominium of Keswick "B" Condominium Association, Inc. recorded in O.R. Book 10195, Pages 164-166 on March 19, 1982, in the Official Records of Broward County, Florida;

Amendment to Declaration of Condominium of Keswick "B" Condominium Association, Inc. recorded in O.R. Book 18269, Pages 613-616 on April 3, 1991, in the Official Records of Broward County, Florida.

The submission of the land to the Condominium form of ownership pursuant to the Original Declaration as amended from time to time, is and will remain effective. By adoption of this Amended and Restated Declaration of Condominium (hereinafter the terms "Declaration" and "Amended and Restated Declaration of Condominium" shall be used interchangeably and shall refer to this Amended and Restated Declaration of Condominium), the Association Members hereby adopt certain amendments to the Declaration of Condominium and hereby restate the Declaration of Condominium and its Exhibits in their entirety. By adoption of this Amended and Restated Declaration of Condominium, the Members of the Association ratify governance of the Property described above and in Exhibit 1 of the Original Declaration and Exhibit 1 hereto under the Condominium form of ownership and the provisions of the Condominium Act, Florida Statutes Chapter 718, as same may be amended and/or renumbered from time to time.

1. PURPOSE: NAME AND ADDRESS: LEGAL DESCRIPTION: EFFECT.

1.1 PURPOSE. The purpose of this Declaration is to submit the lands and

improvements herein described to the condominium form of ownership and use, in the manner provided by Chapter 718, Florida Statutes, as same may be amended and/or renumbered from time to time, herein referred to as the "Condominium Act," and to ratify use of the Property as "Housing for Older Persons." It is the intent of this provision to utilize the Housing for Older Persons Act of 1995, as amended, to enable the operation of a qualified housing community for older persons thereby achieving and maintaining exemption from otherwise relevant provisions of the Fair Housing Amendments Act of 1988, as amended.

1.2 NAME AND ADDRESS. The name of this Condominium is as specified in the title of this document. The address shall be the name of the Condominium together with: Century Village, Deerfield Beach, Florida.

1.3 THE LAND. The real property described on Exhibit 1 is the Condominium Property hereby submitted to condominium ownership. Such property is subject to such easements, restrictions, reservations and rights of way of record, together with those contained or provided for in this instrument and the Exhibits attached hereto and referenced herein.

1.4 EFFECT. All of the provisions of this Amended and Restated Declaration of Condominium and all Exhibits attached hereto or referenced herein shall be binding upon all Unit Owners and are enforceable equitable servitudes running with the land and existing in perpetuity until this Declaration is revoked and the Condominium is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof. Both the burdens imposed, and the benefits granted by this instrument shall run with each Unit as herein defined.

2. SURVEY. Annexed hereto and to the Original Declaration of Condominium and made a part thereof as Exhibit 1 is a survey of the land, graphic description, and plot plans of the improvements constituting the Condominium, identifying the Units, Common Elements and Limited Common Elements, and their respective locations and approximate dimensions. Each Unit is identified on said Exhibit 1 by a specific number. No Unit bears the same number as any other Unit. The parking and storage areas are delineated thereon. The percentage of ownership of undivided interests in the Common Elements appurtenant to each Unit is designated thereon.

3. DEFINITION OF TERMS. The terms used in this Amended and Restated Declaration of Condominium and the Exhibits attached hereto shall have the meanings stated in the Condominium Act, as amended and/or renumbered from time to time and as follows, unless the context otherwise requires.

3.1 "Articles of Incorporation", means the Amended and Restated Articles of Incorporation of the Association, filed in the Office of the Secretary of

State of the State of Florida, and all subsequent amendments thereto attached hereto as Exhibit 2.

3.2 "Assessment" means a share of the funds required for the payment of Common Expenses which is assessed from time to time against the Unit Owners in accordance with the formula specified in Exhibit 1.

3.3 "Association" means the non-profit Florida corporation named Keswick "B" Condominium Association, Inc. whose name appears as specified in the title of this Amended and Restated Declaration of Condominium which is the entity responsible for the operation of the Condominium.

3.4 "Board" or "Board of Administration" means the Board of Directors of the Association responsible for the administration of the Association in accordance with the provisions of the governing documents of the Association and provisions of Florida Statutes.

3.5 "By-Laws" means the Amended and Restated By-Laws of the Association as they exist and as they may be amended from time to time attached hereto as Exhibit 3.

3.6 "Century Village East, Inc. Deerfield Beach, Florida", also commonly referred to as Century Village East (CVE), means all or part of those lands described in Exhibit A of that instrument recorded in Official Record Book 4871, Page 974, Public Records of Broward County, Florida, and any other lands, whether or not contiguous, and designated and actually developed as Century Village, Deerfield Beach, Florida.

3.7 "Common Elements" means the portions of the Condominium Property not included in the Units.

3.8 "Common Expenses" means the expenses for which the Unit Owners are liable to the Association as specified in the Condominium Act, and all other expenses declared Common Expenses by provisions of this Declaration, By-Laws, and Articles of Incorporation, which shall include, but shall not be limited to, the expenses of administration, the expenses (including equipment, labor, materials, etc.) of maintenance, operation, repair or replacement and alteration or improvement of the Common Elements, Limited Common Elements, and portions of the Units to be maintained by the Association; the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract, if any; the cost of any bulk contract for broadband, telecommunications, satellite and/or other internet services, if any; if applicable, costs relating to reasonable transportation services; building property, general liability and any other insurance deemed appropriate by the Board of Directors;

insurance for directors and officers; road maintenance and operation expenses; in-house and/or interactive communications and surveillance systems; real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association or any Association Property; and all expenses related to the installation, repair, maintenance operation alteration and/or replacement of Life Safety Systems; and any other amounts it deems reasonable and applicable to the respective condominium, such as the costs of providing certain social functions, holiday lighting, and/or employee bonuses.

3.9 "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, Assessments, reserves, rents, profits, and revenues on account of the Common Elements, over the amount of Common Expenses.

3.10 "Condominium" means that form of ownership of Condominium Property under which Units are subject to ownership by one or more owners, and there is appurtenant to each Unit as part thereof an undivided share in the Common Elements. The term shall also mean the Keswick "B" Condominium Association, Inc. as referenced in this Amended and Restated Declaration of Condominium.

3.11 "Condominium Act" means the Condominium Act of The State of Florida (F.S. 718. et seq.), as same may be amended and/or renumbered from time to time.

3.12 "Condominium Documents" means this Amended and Restated Declaration of Condominium, the Survey Exhibit 1, Amended and Restated Articles of Incorporation of the Association Exhibit 2, Amended and Restated By-Laws of the Association Exhibit 3, and Rules and Regulations all as amended from time to time.

3.13 "Condominium Property" means and includes the lands hereby subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements, and rights appurtenant thereto intended for use in connection with the Condominium.

3.14 "Declaration" or "Declaration of Condominium," including this "Amended and Restated" Declaration of Condominium means this instrument and all Exhibits attached hereto as amended from time to time.

3.15 "Demised Premises" means the Recreation Areas and Facilities described and demised in said Special Warranty Deed recorded in the Public Records bearing Instrument Number 117558713 in Broward County, Florida.

3.16 "Institutional Mortgage" means a State or Federal Bank, Insurance Company, Real Estate Investment Trust, Union Pension Fund, or an Agency of the United States Government or like entity holding a mortgage on a Unit.

3.17 "Limited Common Elements" means and includes those Common Elements, such as parking spaces and storage lockers, which are reserved for and assigned by the Board of Directors to the use of a certain Unit or Units to the exclusion of other Units.

3.18 "Limited Common Expenses" means the expenses for which some, but not all, the Unit Owners are liable to the Association.

3.19 "Long-Term Lease" The long-term lease which was attached to the original Declaration as Exhibit 2 is hereby deleted since the land subject to the Long-Term Lease was conveyed to CenClub Recreation Management, Inc., previously known as CenClub Homeowners Association, Inc. As a result, the terms Lessor and Demised Premises have been deleted.

3.20 "Majority" means one more than 50% of those voting in person, by mail or by proxy, if those means of voting are permitted.

3.21 "Management Firm" means the entity with which the Association has contracted for the maintenance and management of the Condominium Property, from time to time.

3.22 "Master Assessments" means those sums due from the Unit Owners to CenClub Recreation Management, Inc. and CVE Master Management Company, Inc. for the operation and maintenance of the "Recreation Services and Facilities" and "Infrastructure Services and Facilities", respectively.

3.23 "Master Management Firm" means CVE Master Management Company, Inc., a Florida corporation, its successors and assigns, which is the entity responsible for the coordination, operation and maintenance of the "Community Services and Facilities" which includes certain facilities supplied for the benefit of the residents of that certain development known as Century Village East, Deerfield Beach, Florida, which are owned and maintained by CVE Master Management Company, Inc. and include, for the purpose of illustration, but not be limited to, the providing of a security system, internal and external transportation system, maintenance of main roads, drainage and lake systems, lighting systems, swales, entrance ways and providing certain utility services within the development. Any obligations of the Association and Unit Owners under the former Master Management Agreement that was signed by each Unit Owner and are attached to each respective Declaration of Condominium are transferred to CVE Master Management Company, Inc.

3.24 "Occupant" means the person or persons other than the Unit Owner in actual occupancy or physical possession of a Unit.

3.25 "Recreational Land Owner" and "Recreation Services and Facilities" means the owner of the property formerly termed Demised Premises covered under the Long-Term Lease which has been terminated as of December 31, 2019 on all of the recreation facilities in Century Village East. All Recreation Services and Facilities within Century Village East are now owned and managed by CenClub Recreation Management, Inc. as set forth in the Special Warranty Deed recorded in the Public Records bearing Instrument Number 117558713 in Broward County, Florida.

3.26 "Recreation Management Firm" means CenClub Recreation Management, Inc. which, assumed the responsibilities and obligations formerly covered by the Long-Term Lease, has the responsibility for the maintenance and operation of all Recreation Services and Facilities and for which each Unit Owner shall contract for the providing thereof with CenClub Recreation Management, Inc.

3.27 "Recreation Services and Facilities" means those recreation areas and the improvements thereon which are owned and managed by CenClub Recreation Management, Inc. For the purpose of illustration, those facilities include the main clubhouse which houses CenClub offices, meeting rooms and classrooms, a fitness center, indoor swimming pool, club activity areas, and multipurpose rooms. Outdoor facilities, for instance, include swimming pools; bocce, petanque, tennis, pickleball, volleyball and badminton courts; and other facilities.

3.28 "Special Assessment" means any assessment levied against a Unit Owner other than the assessment required by the budget adopted annually by the Association.

3.29 "Unit" or "Condominium Unit" means a part of the Condominium Property, which is to be subject to private ownership, as specified in this Declaration.

3.30 "Unit Owner" means the owner of a Condominium Unit.

The definitions herein contained shall prevail as the context requires, whether or not the same are capitalized in their usage herein.

4. INTEREST IN COMMON ELEMENTS, OWNERSHIP AND BOUNDARIES OF UNITS, PARKING AND STORAGE AREAS.

4.1 INTEREST IN COMMON ELEMENTS. Each Unit Owner shall own, as an appurtenance to his or her Unit, an undivided interest in the Common Elements as assigned thereto in Exhibit 1. The percentage of undivided interest of each Unit shall not be changed without the unanimous consent of all owners of all of the Units (except as provided for in Articles 2 and 16 hereof). No owner of any Unit shall bring an action for partition or division of his or her undivided interest in the Common Elements.

4.2 BOUNDARIES. A Unit consists of an individual Unit lying within the following boundaries:

4.2.1 HORIZONTAL BOUNDARY:

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:

(1) UPPER BOUNDARY – The horizontal plane of the undecorated finished ceiling.

(2) LOWER BOUNDARY – The horizontal plane of the undecorated finished floor.

4.2.2 PERIMETRICAL BOUNDARIES:

The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the UPPER and LOWER BOUNDARIES.

(1) Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fixed to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the Unit and shall not be deemed a Common Element.

(2) Where a catwalk, porch, stairway or other portion of the building or any fixture attached to the building serves only the Unit being bounded, the perimetrical boundary shall vary with the exterior unfinished surface of any such structure extended in a vertical plane, where necessary, to the horizontal boundary.

(3) The interior partitions within a Unit are part of said Unit.

4.2.3 WEIGHT BEARING STRUCTURES. Each Unit shall not include the area beneath the unfinished surface of any weight bearing structure which is otherwise within the horizontal and perimetrical boundaries.

4.2.4 MAINTENANCE EASEMENT. In addition to the space within the horizontal and perimetrical boundaries, there shall be within each Unit, as a Common Element, an easement through said Unit for the purpose of providing maintenance, repair or services to the ducts, pipes, conduits, plumbing, wiring or other facilities for the furnishing of utility services serving Units and the Common Elements.

Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, or any utility services serving only one Unit are appurtenant to such Unit and are not part of the Common Elements.

4.2.5 AIR CONDITIONING. Notwithstanding any of the provisions of this Article 4 to

the contrary, the air conditioning compressors located on or near any building and the refrigerant and electrical lines running from such compressors to, and the air handler within, the individual Units shall be deemed owned by the Unit Owners and are not a part of the Common Elements. It shall be the responsibility of the Unit Owner to maintain, repair and/or replace the air conditioning system, including, but not limited to, the compressor, air-handler, refrigerant, electrical lines, filters and all related portions of the air conditioning system serving the Unit.

4.3 AUTOMOBILE PARKING AREAS. There is assigned to each Unit the exclusive right to use one (1) automobile parking space. Such parking space shall be used only by the Owner of such Unit and such Owner's guests, approved occupants and invitees, and shall constitute Limited Common Elements for the use and benefit of said Unit. The assignment of such parking space shall be final except that the Association, through its Board shall retain the authority to re-assign such parking spaces where same interfere with, encumber or otherwise impede the ingress and egress of pedestrians, emergency vehicles or the accommodation of disabled, handicapped or incapacitated Unit Owners to park in the vicinity of their Units.

4.3.1 NO CHANGE IN COMMON EXPENSE. Upon the assignment of an exclusive parking space, the Owner of such Unit shall have the exclusive right to use the same without additional charge therefor by the Association.

4.3.2 UNASSIGNED PARKING. All parking spaces not specifically designated and assigned to the use of a particular Unit shall constitute Common Elements and may be utilized for Guest/Visitor parking in accordance with Rules and Regulations established from time to time by the Board. The Board may assign the use of parking spaces not specifically designated and assigned to the temporary use of a particular Unit. In the event of a shortage of unassigned parking spaces, the Board may in its sole discretion, revoke any temporary assignment issued to an Owner/Unit for the parking of a second vehicle. In no event shall an Owner/Unit have more than two (2) vehicles parked on the property, nor shall any Owner/Unit be assigned the temporary use of more than one (1) unassigned parking space. Any vehicle parked in violation of any provision of the Declaration shall be subject to being towed at the sole expense of the owner of the vehicle.

4.4 STORAGE FACILITIES. There are contained on Exhibit 1 certain areas designated as storage areas for the use of the Condominium and/or certain designated Units.

4.4.1 USE OF STORAGE SPACE AMONG UNIT OWNERS. The storage space shall be used in common among the Units as designated and determined by the Association's Board in its sole discretion from time to time. The Association shall not be liable to any Unit Owner as a bailee or otherwise for loss or damage to, or theft of any property stored within a storage space, except for such loss, damage or theft as may be covered by policies of insurance carried by the Association. The storage cubicles and areas shall be kept neat and orderly at all times. The use of the storage space shall be determined by the Association from time to time and may

include laundry machines for use by the Unit Owners and storage of Association files and property. The use and hours of operation shall be determined at the sole discretion of the Association.

4.4.2 NO CHANGE IN COMMON EXPENSES. The designation by the Association of a storage unit or area to be used by a particular Unit Owner shall be governed by the same provisions as the assignment of parking spaces as set forth in Article 4.3 hereof.

5. RESTRICTION AGAINST FURTHER SUBDIVIDING OF UNITS AND SEPARATE CONVEYANCE OF APPURTENANT COMMON ELEMENTS.

5.1 SUBDIVISION OF UNITS. No Unit may be divided or subdivided into a smaller Unit or Units, other than as shown on Exhibit 1 to the Original Declaration, nor shall any Unit or portion thereof, be added to or incorporated into any other Unit (except as provided in Article 5.2 hereof).

5.2 The undivided interest in the Common Elements and Common Surplus is declared to be appurtenant to each Unit and shall not be deemed conveyed, devised, encumbered or otherwise dealt with separately from said Unit even though such individual interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with the Unit.

5.3 Unit Owners may, with the prior written consent of the Association, lease or otherwise exchange with each other use rights to a Limited Common Element constituting an exclusive parking space, provided, however, that there must always remain appurtenant to each Unit one such exclusive parking space, and that such lease or use right shall automatically terminate upon the sale or other transfer of the Unit(s). The exchange will be noted on the records of the Association.

6. EASEMENTS.

6.1 PERPETUAL NON-EXCLUSIVE EASEMENT. The Common Elements are hereby declared to be subject to a perpetual non-exclusive easement in favor of all the Unit Owners in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, including the provision of services for the benefit of all Units.

6.2 EASEMENTS FOR UNINTENTIONAL AND NON-NEGLIGENT ENROACHMENTS. In the event that any Unit, Common Element or Limited Common Element shall encroach upon any other Unit, Common Element or Limited Common Element for any reason other than the purposeful or grossly negligent act of any person, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

6.3 UTILITY EASEMENTS. Utility easements are reserved, or may be granted, through the Condominium Property as may be required for utility service (construction and maintenance) in order to adequately serve the Condominium.

6.4 INGRESS AND EGRESS. An easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as, from time to time, may be paved and intended for such purposes.

6.5 USE. The use of any easement by a Unit Owner shall be subject to all the provisions of this Declaration, if any, as the same may exist from time to time.

6.6 ACCESS. Access is provided, either by way of perpetual private easements or publicly dedicated right of way, to the Condominium for ingress and egress to one of the major entrances and exits to Century Village, Deerfield Beach, Florida. All easements so provided, whether on Condominium Property or otherwise, shall be for the benefit of all persons residing on so much of the lands described in Exhibit A of that certain Memorandum of Agreement dated January 21, 1972 and recorded in Official Record Book 871, Page 971, Public Records of Broward County, Florida, as are actually included in Century Village, Deerfield Beach, Florida, and any additions thereto, and for all other persons designated by the Association. The Association shall have the unequivocal continuous right to use, alter, change and relocate said easements as often as it deems necessary. The easement shall not be deemed to create a burden on the land upon which it exists at any particular time nor to run with this Condominium. The Association shall have the right to grant or dedicate such easements to the public, governmental authorities or Master Management Firm without the consent of any person whomsoever.

6.7 SURVEY EXHIBIT - EASEMENTS.

The Association shall have the right to create, or reserve unto itself, such easements as are necessary to accomplish the purposes referred to in this Article. Further, Association shall have the unequivocal right without the joinder of any other party to grant such easements (ingress, egress and maintenance) to such parties, including the Master Management Firm, as Association deems fit, over the traffic ways as contained in the parking areas as are contained on the Condominium Property. If such easement is granted, the portion thereof that falls within the confines of the Condominium Property is designated as shown on Exhibit 1 attached hereto and shall be governed by the language thereon or may be created by separate documents. The responsibility for the maintenance of the easements designated on Exhibit 1 being granted over parking areas shall be as provided for therein, and if no such provision is made, the Association shall be responsible for the maintenance and care thereof. Association, or its designee, shall have the right to enter the Condominium Property for the purpose of constructing, maintaining and repairing said easements and the equipment thereon. Should the Association grant additional easements which connect with or are intended to supplement, replace or relocate the easements designated on Exhibit 1, the same shall automatically be part of the easements provided therein as if originally set forth.

6.8 WATER, GARBAGE and SEWER SERVICE. In order to provide the Condominium with adequate water, sewage and garbage disposal service, Master Management Firm shall have the exclusive right to contract for the providing of these services to the Condominium and the Unit Owners agree to pay the charges therefor and to comply with all the terms and conditions thereof.

6.9 ADDITIONAL EASEMENTS. The Association or its designee, has the unequivocal right to create additional easements over, upon, or through the Condominium Property, at any time, for any purpose, without the joinder of any Unit Owners whomsoever, provided, that said easements so created shall not cause a diminution of parking spaces or cause a taking of part of the actual building.

7. COMMON EXPENSE; COMMON SURPLUS, LIABILITY AND METHOD OF SHARING. Each Unit shall share in the Common Surplus and be liable for the Common Expenses (except those assessable to less than all Units) in the same percentage as the percentage representing the undivided interest of each Unit in the Common Elements. The right to share in the Common Surplus does not include the right to withdraw or to require payment or distribution thereof except upon termination and dissolution of the Condominium.

8. ADMINISTRATION OF THE CONDOMINIUM: THE ASSOCIATION, MEMBERSHIP, REPORTS TO MEMBERS AND LENDERS VOTING.

8.1 THE ASSOCIATION. The Association shall administer the operation and management of the Condominium Property and undertake and perform all acts and duties incident thereto in accordance with the provisions of this Amended and Restated Declaration of Condominium, all Exhibits thereto, and the Condominium Act, all as amended from time to time.

8.2 MEMBERSHIP. Each Unit Owner shall automatically become a member of the Association upon his or her acquisition of title to any Unit and said membership shall terminate automatically upon said Unit Owner being divested of title to such Unit, regardless of the means by which such ownership may be divested. No person holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue thereof, to membership in the Association or to any of the rights or privileges of such membership.

8.3 POWERS OF ASSOCIATION. In the administration of the Condominium, the Association shall have, and is hereby granted, the authority, power, and duty to carry forth the aforesaid intent and to enforce the provisions of this Amended and Restated Declaration of Condominium; levy and collect Assessments, Special Assessments, individual Special Assessments and charges in the manner herein provided; and to adopt, promulgate and enforce such reasonable Rules and Regulations governing the use of Units, Condominium Property, Common Elements and Limited Common Elements as the Board of Directors of the Association may deem to be in the best interest of the Condominium from time to time. The Association

shall have all the powers and duties set forth in the Condominium Act and the Condominium Documents of the Association all as amended from time to time. In addition to the powers enumerated in this Article 8.3, the Association shall also have the power to levy and collect fines, borrow money, approve unit transfers, approve or enter into leases, merge with other condominium associations and to delegate such powers to a common entity as may be deemed necessary for civil and legal protection and enforcement of the rights and remedies of the Association in an appropriate and expedient manner.

8.4 REPORTS TO MEMBERS. The Association or its designees shall maintain such records as required by the Condominium Act, as amended and/or renumbered from time to time. When this function is delegated to the Management Firm, the terms of the Management Agreement shall govern.

8.5 REPORTS TO LENDERS. So long as an Institutional Mortgagee of any Unit is the owner or holder of a mortgage encumbering a Unit in the Condominium, the Association shall furnish said Institutional Mortgagee with one (1) copy of the Annual Financial Statement and Report of the Association pertaining to the Unit upon which the mortgage is held provided said Institutional Mortgagee requests same.

8.6 INSURANCE REPORTING. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability, and they shall have the right to intervene and defend.

8.7 VOTING. Each Unit Owner shall be entitled to one (1) vote for each Unit owned. The vote of each Unit Owner shall be governed by the provisions of the By-Laws, as amended from time to time. To the extent a Unit is owned by more than one individual, One Unit Owner shall be designated on a Voting Certificate executed by all of the Unit Owners to vote on behalf of that Unit.

8.8 MANAGEMENT AGREEMENT. The Association may enter into an agreement with any person, firm or corporation for the administration, operation, maintenance and repair of the Condominium Property and may delegate to such person, firm or corporation such of the powers and duties of the Association as the Association and such person, firm or corporation shall agree.

8.9 CONSTRUCTION OF POWERS. All references and grants of power or authority to the Association or Board of Directors, including the power to discharge said responsibility and to enforce the Association's legal right for the purposes of this Amended and Restated Declaration of Condominium, shall be deemed as grants of power and authority directly to the Management Firm for such period of time as the management agreement exists, and only thereafter, to the Association. This provision shall not be construed as binding the Management Firm to perform all the duties of the Association, but only those which shall be

specified in the Management Agreement. For the purpose of this Amended and Restated Declaration of Condominium, all references herein to the Association where the rights, duties and powers are encompassed by the Management Agreement shall be deemed to read "The Management Firm" for so long as the Management Agreement shall exist, and thereafter, the "Association". Nothing in this instrument shall be deemed to make the Management Firm liable for any expenses or costs for which the Association and/or Unit Owners are liable.

8.10 MASTER MANAGEMENT AGREEMENT. The Association shall, if requested, collect for the benefit of the Master Management Firm all sums due by virtue of the Master Management Agreement and promptly remit the same to the Master Management Firm.

9. USE AND OCCUPANCY RESTRICTIONS. In order to provide for congenial occupancy of the Condominium and Association 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:

9.1 RESIDENTIAL USE. Each Unit is hereby restricted to residential use as a single-family residence. For purposes of this Declaration, the term "single family" shall mean not more than two (2) unrelated persons living together as a single housekeeping unit, or two (2) or more persons related by blood, marriage, civil union or adoption living together as a single housekeeping unit. Notwithstanding the foregoing, as the Association is intended as Housing for Older Persons, each Unit must be occupied by at least one (1) permanent occupant who is fifty-five (55) years of age or older. It is the intent of this provision to utilize the Housing for Older Persons Act of 1995, as amended, to enable the operation of a qualified housing community for older persons thereby achieving exemption from otherwise relevant provisions of the Fair Housing Amendments Act of 1988, as amended. The Board is authorized to promulgate, adopt, amend, modify or delete from time to time, policies, procedures, rules and regulations to assure compliance with such exemption. Inasmuch as this Condominium is designed and intended as "housing for older persons" and to provide housing for residents who are fifty-five (55) years of age or older, children under eighteen (18) years of age shall be prohibited from permanently residing upon the premises and no owner shall permit a child under eighteen (18) years of age to permanently reside within any Unit; except that children under eighteen (18) may visit and temporarily reside for a period not to exceed thirty (30) days in total during any calendar year. Notwithstanding the foregoing, occupancy of a Unit on a permanent basis is limited to the maximum total number of occupants as set forth by State, County and/or Local ordinances from time to time. Notwithstanding any provision to the contrary contained herein, the Board of Directors, in its sole discretion, shall have the right to establish from time to time by Rule and Regulations, certain hardship exceptions to permit individuals between the ages of eighteen (18) and fifty-five (55) to permanently reside in any Unit, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the Units having at all times at least one

resident fifty-five (55) years of age or older. After the date of recording of this Amended and Restated Declaration of Condominium in the Public Records of Broward County, Florida, (the "Effective Date"), no Owner may own more than two (2) Units in Keswick "B" and one such Unit shall be the permanent residence of that Owner. Any record owner of more than two (2) Units prior to the Effective Date of this Amendment shall be "grandfathered" and permitted to continue until such Units owned in excess of two (2) Units are sold or otherwise transferred in accordance with the provisions of this Amended and Restated Declaration of Condominium.

9.2 GUEST OCCUPANCY. A "guest" is defined as a person who enters upon the Property at the invitation of the Owner (or his or her respective family) for the purpose of visiting the Owner (or his or her respective family) or utilizing the Condominium Property. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. For purposes of this Section, a live-in healthcare aide shall not be subject to the guest limitation but shall be subject to screening and approval, if intended to reside in the Unit with the Owner for a period exceeding thirty (30) days in any calendar year.

9.2.1 Non-Overnight Visitation by Guests When Unit Owner is in Residence. There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other condominium residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the facilities only when accompanied by the Owner (or an adult resident member of the Owner's Family), unless otherwise approved by the Board of Directors. The Board may establish additional restrictions on non-overnight guest usage of facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like.

9.2.2 Overnight Guests When Owner is in Residence. Owners (and their respective families) may have related or unrelated overnight guests, so long as the Owner is in simultaneous residence. Such overnight guests can only be in residence for less than fourteen (14) days in total during any calendar year. If such guests are in residence for more than fourteen (14) days, they must be registered with, screened and approved by the Board of the Association. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Such guests shall not create a nuisance or annoyance to other condominium residents, nor prevent their peaceful enjoyment of the premises.

9.2.3 Non-Overnight Guests in the Absence of the Owner. Owners may have their Units inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use facilities, such as recreational facilities, without the prior approval of the Board.

9.2.4 Overnight Guests in the Absence of the Owner. Owners are permitted to have overnight guests in the absence of the Owner subject to the following conditions, and such other rules and regulations as promulgated by the Board from time to time to promote the residential, non-transient nature of this Community.

A. Non-Related Overnight Guests in the absence of the Owner will be limited to two (2) occupancies per calendar year, for a total period not to exceed fourteen (14) days. Ten (10) days' prior written notice to the Association is required.

B. Related Overnight Guests may occupy a Unit in the absence of the Owner. For the purpose of this clause, "related" means all persons who are staying in the Unit on an overnight basis, in the absence of the Owner, are related to the Owner or Primary Occupant (by blood, marriage, or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. Ten (10) days' prior notice to the Association is required, and such occupancy may not exceed thirty (30) days during any calendar year.

9.3 OWNERSHIP BY ENTITY. Record title to a Unit may be held in the name of one (1) or more natural persons who have qualified and been approved by the Association as elsewhere provided herein. However, after the Effective Date of this Amended and Restated Declaration of Condominium in the Public Records of Broward County, Florida, , record title to a Unit may not be acquired by or sold or otherwise transferred to a corporation, partnership, or other entity, except that title may be acquired by or sold or transferred to a Trust, provided that prior to approval by the Board of such transfer, the Board must be provided with satisfactory evidence that the sole purpose of the Trust is for estate, financial or tax planning. This provision shall not apply to the acquisition of title by an Institutional Lender pursuant to foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure of its mortgage against a Unit. This provision shall not apply to the acquisition of title by the Association pursuant to the foreclosure or deed in lieu of foreclosure of its lien against the Unit. Any record ownership of a Unit by a corporation, partnership or other entity recorded prior to the Effective Date of this Amendment shall be "grandfathered" and permitted to continue until such Unit is sold or otherwise transferred in accordance with the provisions of Amended and Restated Declaration of Condominium.

9.4 GENERAL USE RESTRICTIONS. No person shall use the Condominium Property or any parts thereof, in any manner contrary to the Condominium Documents. Units may not be used for commercial or business purposes. Notwithstanding, Owners (and their approved occupants) may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Property, do not increase traffic or otherwise interfere with the rights of other Owners, do not involve the postage of any signage in the Property, the storage of equipment, products, or materials in the Property, or more than two (2) regular deliveries per day of correspondence or similar items from customary express

delivery services. In addition to the foregoing, the Association shall have the right in the sole discretion of the Board of Directors to promulgate and adopt Rules and Regulations from time to time, governing the use of the Common Elements, Limited Common Elements and Units.

With regard to the Common Area lawns, catwalks and stairs, nothing may be kept or placed upon or in such areas. Specifically, no potted plants, statues, pottery, furniture, chairs, walkers, wheelchairs, bikes, wagons, rugs, towels, footwear, cooking grills/stoves, propane tanks or other items of personal property may be placed or kept on or in these areas, nor shall any personal items be placed or hung over the railings adjacent to the catwalks. With regard to the Common Area trees, shrubs, hedges and plants, no personal items may be hung or placed upon these items.

The personal property of all Unit Owners shall be stored within their Units or the specific areas assigned to them for storage purposes, provided, however, that no Owner may store any personal property on, or make any use of, the porch within the boundaries of their Unit which is unsightly when viewed from the exterior of the Unit nor shall be made any use of the same which interferes with the comfort, convenience or peaceful enjoyment of other Owners, as determined by the Board of Directors of the Association. No cooking grills/stoves, propane tanks, or device with an open flame shall be permitted to be used or stored on the porch within any unit.

9.5 ALTERATIONS AND ADDITIONS. No Unit Owner shall make or permit to be made any material alteration, addition or modification to his Unit without the prior written consent of the Association. All construction work requiring a permit shall be performed by a duly licensed contractor. The contractor shall obtain permits for all construction work requiring such a permit, which shall be visibly displayed on a front window of their Unit prior to and during the permitted activity. No Unit Owner shall cause the catwalk which is abutting, or part of, his Unit to be enclosed or cause any improvements or changes to be made therein or on the exterior of the building, including painting or other decoration, without the prior written approval and authorization of the Association. No Unit Owner shall install any structure, including, but not limited to a first-floor patio area, on the Common Elements and/or exterior of the building. No Unit Owner shall cause to be made any modification or installation of electrical wiring, or in any manner change the appearance of any portion of the Condominium Property. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any portion of the Condominium Property or upon any improvements thereon, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae, restrictions relating

to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street or neighboring properties and integrated with the Condominium Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Notwithstanding the foregoing, no permissible dishes or antennae shall be installed on, over or through the Common Elements of the Condominium Property. Any approved antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. No Unit Owner may cause any material puncture or break in the boundaries of his Unit without the written permission of the Association. No Unit Owner shall cause to be made any modification or installation of electrical wiring, or in any manner change the appearance of any portion of the Condominium Property. No Unit Owner may cause any material puncture or break in the boundaries of his Unit without the prior written permission of the Association. No Unit Owner shall grow or plant any type of plant, shrub, flower, etc., outside his Unit over 2 feet tall, without the prior written approval of the Association. In connection with any Owner's request for addition, alteration or modification to his/her Unit, Limited Common Element or Common Element, the Association shall have the right to require such information as it deems reasonable and necessary in its sole discretion, to allow for meaningful review of the Owner's request. The Association shall have the right to disapprove any Owner's proposed addition, alteration or modification in its sole and absolute discretion and such disapproval shall be deemed final.

9.6 LAWFUL USE. No immoral, improper, hazardous, offensive or unlawful use shall be made of any or all the Condominium Property, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portions of the Condominium and/or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of these Amended and Restated Declaration of Condominium, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section.

9.7 PETS/ANIMALS. No walking pets or animals shall be brought upon, kept or harbored on the Condominium Property under any circumstance at any time. No other pets or animals of any kind shall be brought upon, kept or harbored on the Condominium Property without the prior written consent of the Association. Such written consent, if given, may be upon such conditions as the Association may prescribe and such consent shall be deemed

provisional and subject to revocation at any time. No animal may be kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, the Association is authorized to grant a reasonable accommodation pursuant to Federal and State Fair Housing laws to allow a disabled person to keep a service or support animal within his or her Unit. The Board shall have the authority to adopt reasonable rules and regulations from time to time pertaining to Service and Support Animals which are consistent with the provisions of Federal and State laws. No animal shall be left unattended on any Common Elements and may not become a nuisance or source of annoyance to any other Owner. When notice of revocation or removal of any pet or animal is given, said pet or animal shall be removed within three (3) days of the giving of the notice. In the event that an Owner fails or refuses to remove an objectionable animal despite Association demand, said Owner shall be liable for all expenses as may be incurred by the Association, including attorney's fees and costs, incurred to enforce these provisions concerning animals and/or rules and regulations hereinafter adopted concerning same. Any Unit Owner shall be required to clean up after his or her animal by picking up and properly disposing of all solid waste. All animals must be kept on a leash which affords adequate control over the animal at all times and must be walked in areas designated by the Association from time to time. Unit Owners are responsible for any damage incurred to the Common Elements from their animal. By registering an animal with the Association and bringing such animal upon the Association Property, the Unit Owner agrees to indemnify and hold the Association harmless for any damage to persons or property resulting from his or her animal. All animals currently registered with the Association are hereby grandfathered and approved by the Association and are subject to the other provisions of this section. In the event that an approved service or support animal dies or is otherwise permanently removed from the property, the Owner or Occupant must reapply with the Association in order to replace such animal. The Owner shall execute the Association document entitled "Assistance Animal Guidelines," "Animal Registration Form," and "Request for Reasonable Accommodation Form."

9.8 VENDING MACHINES. The Association shall have the exclusive and perpetual right to contract for the installation and operation of coin-operated vending and laundry machines, including, but not limited to, washing machines, dryers, dry cleaning machines and machines of an allied nature within the Condominium Property on areas designated for such services. No Unit Owner shall, without the prior written approval of the Association, install, operate or maintain a washing machine and/or dryer within the confines of his or her Unit.

9.9 NUISANCES. No nuisance as defined in the sole discretion of the Association from time to time, or any use or practice that is the source of unreasonable annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Unit Owners, Residents or Occupants is permitted. No Unit Owner, Resident or Occupant shall permit or suffer anything to be done or kept upon the Condominium Property or his or her Unit which will increase the rate of insurance on the Condominium. No vapors, smoke, loud noises or noxious odors shall be permitted to emanate

from inside or around any Unit, including their air conditioner unit. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles or vehicles leaking oil or other substances, loud music, excessive shouting, noise or any items which may unreasonably interfere with television or radio reception of any Owner shall be located or used in any Unit or upon the Common Elements. The final determination of whether any activity, behavior, conduct, etc., constitutes a nuisance shall lie solely within the discretion of the Board of Directors. Unit Owners and Residents shall be obligated and shall have a strict duty to treat each other in a considerate and amicable manner. Any excessive noise, shouting, use of profanity, aggressive or threatening language, action or conduct shall be deemed a nuisance and shall constitute a violation of this Declaration.

9.10 PARKING. Parking is permitted only in designated parking areas. No commercial vehicle shall be parked or stored on the Condominium Property. "Commercial Vehicle" shall mean any vehicle that displays commercial license tags, or any emblems, signs, logos, lettering or other designs or writing on the exterior of the vehicle or contains visible equipment or tools. Any Owner or Occupant that presently owns a Commercial Vehicle prior to the Effective Date of this Amendment shall be "grandfathered" and permitted to continue to park said Commercial Vehicle on the Condominium Property until such time as the Commercial Vehicle is sold or otherwise transferred. Any state, county or local government vehicle shall be exempt from this restriction in accordance with any applicable statutes or ordinances. The foregoing restrictions shall not prohibit the temporary parking of commercial vehicles while making deliveries or providing services to any Unit or to the Condominium Property. The Association shall have the authority to tow any vehicle parked in violation of these provisions.

The following vehicles may not be parked on Association property at any time: boats, trailers, recreational vehicles, motor homes, campers, and vehicles which are not operational, or any vehicle without or not displaying a valid registration tag, without Board approval. Storage of vehicles is not permitted. For purposes of this Section 9.10, stored vehicles are defined as vehicles not in use that remain on the property in excess of five (5) days. However, seasonal residents who leave their vehicles in their assigned parking spaces off-season are exempt. Pickup trucks with a carrying capacity of not more than ½ ton used as private passenger vehicles shall be permitted provided that the bed is enclosed with a hardcover. Guest parking spaces are intended for the short-term use of guests and visitors of the Owners; Owners may not park their vehicles in the guest parking spaces unless given written permission by the Board to do so, such as for second vehicles. All parked vehicles must fit within the Unit's assigned parking space. Bicycles shall be parked only in areas designated by the Board of Directors and shall be kept in functional use and not constitute an eyesore.

9.11 RULES AND REGULATIONS. All Unit Owners and other persons shall use the Condominium Property, Community Services and Facilities, and the Recreation Services and

Facilities in accordance with the Rules and Regulations promulgated by the entity in control thereof and the provisions of this Declaration and the By-Laws of the Association.

9.12 FLOOR COVERINGS AND SOUNDPROOFING. All Units situated on the second floor shall have floors covered with wall-to-wall carpeting with padding of a weight/density to be determined by the Board from tie to time, except in kitchens, bathrooms and entrance foyers. Kitchens, bathrooms and entrance foyers must have appropriate floor coverings to minimize noise in accordance with the provisions below regarding hard-surface flooring. Any Owner who desires to install any hard-surface floor coverings (e.g. vinyl, laminate, marble, ceramic, tile, slate, hardwood floors, etc.) in place of carpeting or within the kitchen, bathrooms and entrance foyers, shall notify the Board of Directors and obtain the Board's approval prior to making such installation, and shall be required to install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining Units, and shall additionally install caulking in the areas where the hard-surface floor covering and the walls and/or baseboards adjoin in order to substantially reduce the transmission of noise to adjoining Units. Where cork is used as the sound absorbent underlayment, a minimum of 1/4 inch thickness of cork shall be installed under any hard-surface flooring. Where other sound-absorbent underlayments are used (e.g., sound-absorbent grout and mortar materials similar to Laticrete), such materials shall meet or exceed the industry standards for insulations which effectively reduce both impact sound and airborne sound from floor to floor. Accompanying the Owner's application to install the flooring materials shall be a written description of the intended installation, together with such supporting documentation as the Board of Directors may reasonably require in order to render a decision. The Board of Directors shall have thirty (30) days from the receipt of the written notice and all supporting materials in which to render a decision. If prior notice and approval is not obtained from the Board of Directors, the Directors may, in addition to exercising all the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such Unit Owner to cover all non-conforming work with carpeting, or may require removal of such non-conforming work, at the expense of the offending Unit Owner. Any flooring installed prior to the Effective Date of this Amendment shall be "grandfathered" and permitted to remain until such time as a substantial repair or replacement is made to the flooring.

9.13 NO SMOKING. Effective upon the recording of this Amended and Restated Declaration in the public records of Broward County, Florida, no person shall engage in the smoking of any lawful or unlawful substance, including, but not limited to, any tobacco, or tobacco type product, oil, resin, wax, etc., which is now or may become lawful in the future, within or upon any portion of the Association's Common Elements or any area within 30 feet of the building and any catwalk appurtenant to a Unit, except that smoking is permitted on any fully enclosed porch appurtenant to a Unit with windows and doors closed. For purposes of this provision "fully enclosed" does not include porches enclosed by/with screening. Notwithstanding the foregoing, smoking is permitted within the boundaries of the Unit,

provided that the Unit windows and doors are closed while smoking and there is no impact on Common Areas or neighboring Units. The Board of Directors may require the installation of an air filtration system approved by the Board of Directors within such a Unit for purposes of mitigating the intrusion of smoke into other Units or the Common Elements. For the purposes of this Subsection, the term "smoking" includes the act of inhaling, exhaling or burning, carrying or possessing any lighted or heated substance, including, but not limited to, cigars, cigarettes, pipe tobacco, e-cigarettes, marijuana, vaping or any other similar product, and the term "person" means any "Domestic Partner", "Guest", "Visitor", "Invitee", "Member", "Occupant" or Unit Owner's "Immediate Family", "Primary Occupant", "Tenant or Lessee", or "Unit Owner". Notwithstanding the foregoing, the Board may, in its sole discretion, establish outdoor areas where smoking may be permitted.

9.14 ELECTRIC VEHICLES AND CHARGING STATIONS. The Association shall have the right to authorize a Unit Owner to install upon that Unit's assigned parking space (or another space or location designated by the Board of Directors) at his or her sole expense, a charging station for electric vehicles. The installation and use of such charging station is prohibited unless the prior written approval of the Board has been obtained in the manner specified from time to time by Board rule. The installation of the charging station may not cause irreparable harm to the Condominium Property. Electricity for the electric vehicle charging station must be separately metered and payable by the Unit Owner installing such charging station. The Unit Owner installing the electric vehicle charging station is responsible for the costs of installation, operation, maintenance, and repair, including, but not limited to, hazard and liability insurance. The Association may enforce payment of such costs in the same manner as an Assessment for Common Expenses. If the Unit Owner or his or her successor decides there is no longer a need for the charging station, such person is responsible for the cost of removal of the electric vehicle charging station. The Association may enforce payment of such costs in the same manner as an Assessment for Common Expenses. The Board shall have the authority, in accordance with the provisions of Florida Statutes, as amended from time to time, to establish additional rules and regulations governing the installation and use of charging stations. Notwithstanding the foregoing, the Association shall have the right, but not the obligation, unless required by law, to install electric vehicle charging stations upon the Common Elements. Such installation and subsequent maintenance, repair and replacement of electric vehicle charging stations located upon the Common Elements shall be deemed a Common Expense of the Association and shall be subject to reasonable rules and regulations regarding use and fees, as may be adopted by the Board from time to time. Installation of electric vehicle charging stations pursuant to this section shall not be deemed a material alteration.

10. MAINTENANCE AND REPAIR OF THE CONDOMINIUM PROPERTY, ALTERATIONS AND IMPROVEMENTS.

10.1 MAINTENANCE BY ASSOCIATION. The Association, at its expense, shall be

responsible for and shall maintain, repair and replace all the Common Elements.

10.2 LIMITATION UPON LIABILITY OF ASSOCIATION AND MANAGEMENT FIRM. Notwithstanding the duty of the Association and the Management Firms to maintain and repair parts of the Condominium Property, the Association and Unit Owners shall fully indemnify and hold the Management Firms harmless from all loss, cost, expenses including reasonable attorney's fees for injury or damage, whether caused by any latent condition of the property to be maintained and repaired by them, natural elements, other persons, or caused by any other reason whatsoever.

10.3 MAINTENANCE BY UNIT OWNER. The Unit Owner shall, subject to the other provisions of this Declaration, maintain, repair and replace, at his or her sole cost and expense, all portions of his or her Unit including, but not limited to, all doors, windows, window frames, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, and all other portions of his or her Unit. The Unit Owner shall maintain and repair the air conditioning compressor, refrigerant and electrical line appurtenant to his or her Unit, and such other portions of the air conditioning system as set forth in Article 4.2.5 above. The Unit Owner shall maintain and repair their air conditioner unit to control the noise to a reasonable level so as not to create a nuisance to other residents. The Unit Owner shall replace the hot water heater according to the frequency required by the Association. The Association reserves the right to establish and enforce installation of standard door designs and colors.

10.4 LIABILITY OF UNIT OWNER. Should a Unit Owner undertake unauthorized additions and/or modifications to his or her Unit, or refuse to make repairs as required, or should a Unit Owner cause any damage to the Common Elements, Limited Common Elements or other Condominium or Association Property, the Association may make such repairs or replacements as are necessary and shall levy an individual Special Assessment for the cost thereof against said Unit Owner. In the event a Unit Owner threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of law and to seek an injunction and/or compliance with the provisions hereof as set forth in this Declaration.

10.5 INSURANCE PROCEEDS. Whenever any maintenance, repair and replacement of any items for which the Owner of a Unit is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by Association, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The responsible Unit Owner shall be required to pay all the costs thereof that exceed the amount of the insurance proceeds.

10.6 RIGHT OF ENTRY BY ASSOCIATION AND MANAGEMENT FIRM. Whenever it is necessary to enter any Unit for the purpose of inspection, including inspection to ascertain a Unit Owner's compliance with the provisions of this Declaration or for performing

any maintenance, alteration or repair to any portion of the Common Elements or Unit, the Unit Owner shall permit an authorized agent of the Association or Management Firm to enter such Unit, or to go upon the Common Elements, provided, that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. The Unit Owners acknowledge that the Association has retained a key, or access code in the case of a digital door lock, to all the Units in the Condominium. Each Unit Owner does hereby appoint the Association as his or her agent for the purposes herein provided and agrees that the Association or Management Firm shall not be liable for any alleged property damage or theft caused or occurring on account of any entry. Should any Unit Owner change the lock or add a lock to the Unit, he or she shall be required to provide notice to the Association, together with a copy of the key or access code to the Unit.

11. APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED OR ASSESSED AGAINST THE CONDOMINIUM PROPERTY.

11.1 RESPONSIBILITY. If any taxing authority levies or assesses any Tax or Special Assessment against the Condominium Property as a whole, and not the individual Units, the same shall be paid as a Common Expense by the Association and assessed to the Unit Owners. In such event, the amount due shall constitute a lien prior to all mortgages and encumbrances upon any Unit to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each Unit.

12. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially and socially responsible, and thus protect the value of the Condominium Property, the sale, devise, inheritance or other transfer and/or occupancy or mortgaging of Units shall be subject to the following provisions as long as the Condominium and the Condominium Property exist. Accordingly, no Unit Owner may sell, devise, inherit, transfer, permit the occupancy of, take ownership to, or mortgage a Unit except by complying with the provisions of this Article 12, which include, but are not limited to, obtaining the prior written approval of the Board of Directors. A Unit may be owned by one (1) or more natural persons who have qualified and been approved by the Association as elsewhere provided herein. However, after the Effective Date of recording of this Amended and Restated Declaration of Condominium in the Public Records of Broward County, Florida, title to a Unit may not be acquired by or sold or otherwise transferred to a corporation, partnership, or other entity, except that title may be acquired by or sold or transferred to a Trust, provided that prior to approval by the Board of such transfer, the Board must be provided with satisfactory evidence that the sole purpose of the Trust is for estate, financial or tax planning. This provision shall not apply to the acquisition of title by an Institutional Lender pursuant to foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure of its mortgage against a Unit. Any record ownership of a Unit by a corporation, partnership or other entity

recorded prior to the Effective Date of this Amendment shall be "grandfathered" and permitted to continue until such Unit is sold or otherwise transferred in accordance with the provisions of this Article 12.

12.1 TRANSFERS SUBJECT TO APPROVAL

a. RIGHT OF FIRST REFUSAL. In the event any Unit Owner wishes to sell or transfer the fee interest to his or her Unit, the Association shall have the option to acquire, or purchase said Unit upon the same terms and conditions as are offered by the Unit Owner to a third person. Any attempt to sell or transfer the fee interest to said Unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser or transferee. The Association (or its assignee) shall have the right of first refusal to purchase the Unit or interest therein upon the same terms and conditions as set forth in the offer, provided that written notice of such election is given to the Unit Owner within thirty (30) days following the delivery to the Association of such notice, as set forth in this Article. The Association may waive its right of first refusal in its sole and absolute discretion.

b. SALE. No Unit Owner may dispose of a Unit or any interest in a Unit, by sale or otherwise, without the prior written approval of the purchaser and all proposed occupants by the Association, obtained in the manner set forth herein. In a further effort to promote a community of resident owners, it is intended that the Owner of each Unit must occupy and use such Unit as a private dwelling for him or herself together and present with the members of his or her family and for no other purpose. To inhibit transiency, encourage continuity of residents, and discourage investment ownership, in accordance with all provisions of Section 12 of this Declaration, no natural person and no entity (separately or in conjunction with any other person or entity) shall acquire, own and/or have or maintain an interest in more than two (2) Units within the Condominium at any time, whether such ownership or ownership interest is legal, equitable or beneficial, or whether such ownership or ownership interest is held directly or indirectly through any corporation, trust, estate, partnership, other business or other entity or any Family Member. "Family Member" as that term is used herein, means the Owner and the Owner's spouse as recognized by any federal, state, local or foreign government, registered domestic partner, and any person residing together with the Owner as a single housekeeping unit, and such persons' parents, grandparents, children, grandchildren, brothers, sisters, aunts, uncles, nieces, nephews and the spouses of such persons. The foregoing provisions shall not apply to any Unit(s) owned by the Association.

c. GIFT, DEVISE OR INHERITANCE. If any person shall acquire his or her title or right to occupy by gift, devise or inheritance, the continuance of his or her ownership or occupancy of the Unit shall be subject to the approval of the Association obtained in the manner set forth herein.

d. OTHER TRANSFERS. If any person shall acquire his or her title by any manner not

considered in the foregoing subsections, the continuance of his or her ownership of the Unit shall be subject to the written approval of the Association obtained in the manner set forth herein.

e. LEASE. The rental, leasing or subleasing of Units is strictly prohibited. Notwithstanding the foregoing, in the event of a hardship resulting from the death of a Unit Owner's spouse or partner, the Board may approve a one-time rental not to exceed one (1) year in duration, provided that the proposed lease and tenant are properly screened and approved, in writing, in accordance with the provisions of this Article 12.

12.2 APPROVAL OF ASSOCIATION. The approval of the Association that is required for the transfer of all or any part or portion of ownership and/or occupancy of Units shall be obtained in the following manner:

A. NOTICE TO ASSOCIATION

a. SALE. A Unit Owner intending to make a "bona fide" sale of his or her Unit shall give to the Association written notice of such intention, together with such information concerning the intended purchaser and any and all intended occupants, as the Association may require.

b. GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS. A Unit Owner, who has obtained his or her title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice thereof, together with such information concerning the Unit Owner and any and all intended occupants as the Association may require and a copy of the instrument evidencing the Owner's title.

c. LEASE. A Unit Owner, intending to enter into a "bona fide" one-time rental not to exceed one (1) year in duration due to hardship resulting from the death of a Unit Owner's spouse or partner, shall give to the Association written notice of such intention, together with such information concerning the intended lessee(s), including any and all intended occupants, as the Association may require, and a copy of the proposed lease.

d. FAILURE TO GIVE NOTICE. If the required written notice to the Association is not given, then at any time after receiving knowledge of a transaction or event allegedly transferring ownership or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the same in accordance with the provisions of this Article 12. If the Association disapproves the transaction, occupancy, possession or ownership of the Unit the transfer shall be voidable, and the Association shall proceed as if it had received the required notice on the date of such disapproval.

e. BONA FIDE OFFER. A "bona fide" offer as used herein shall mean an offer in writing, binding upon the offeror, disclosing the name and address of the real party in interest and containing all of the terms and conditions of such proposed transfer, lease or sale

and accompanied by an earnest money deposit in current legal funds.

B. CERTIFICATE OF APPROVAL

a. SCREENING FEE AND DEPOSIT- Every request for approval of a proposed sale, lease, or other transfer or occupancy of a Unit may be accompanied by a screening fee, per applicant, including married couples who shall be deemed one applicant for fee purposes, in the highest amount permitted by law, as same may be amended from time to time with Board approval. An application for approval shall not be deemed complete, and the time frame for approval shall not begin to run unless and until such fee has been provided to the Association.

b. SALE OR LEASE. If the proposed transaction is a sale or lease, then within thirty (30) days after receipt by the Association of such written notice and all information concerning the proposed purchaser, occupant(s), or tenants (including response to character and financial inquiries), that the Association may request in its sole discretion, the Association must either approve or disapprove the proposed transaction. If the transaction is a sale, the approval shall be stated in a certificate executed in accordance with the By-Laws of the Association, in recordable form, which shall be recorded at the expense of the party recording the deed, in the Public Records as an attachment to the instrument of conveyance. If the transaction is lease, the approval shall be stated in a certificate expressly setting forth that the lease is non-renewable for a period not to exceed one year that has been granted due to hardship.

c. GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS. If the Unit Owner or other person giving written notice to the Association has acquired his or her title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of such written notice and all information required in the Board's sole discretion to be furnished concerning such Owner and all intended occupants, the Association must either approve or disapprove the continuance of the Unit Owner's ownership and/or occupancy of the Unit. If approved, the approval shall be stated in a certificate executed by the Association in accordance with the By-Laws of the Association, in recordable form, and which shall be recorded in the Public Records of Broward County, Florida as hereinabove provided.

To facilitate the informed Approval or Disapproval by the Board of a proposed sale, lease, occupancy or other transfer of a Unit, information reasonably required by the Board shall include, but shall not necessarily be limited to, credit, criminal, civil, driver's license, residency, and sexual predator records. In addition, the Board may require an in-person interview as a condition of approval. In addition to the foregoing, the Board shall have the right, but not the obligation, to request and obtain from any applicant such additional information as may be deemed in its sole discretion and judgment to be appropriate in connection with its review of an application for purchase, other transfer, or occupancy. Any application for approval shall not be deemed complete until any and all information reasonably requested by the Board has

been provided from sources reasonably acceptable to the Board under the circumstances, and the screening fee has been paid.

In an effort to ensure that the Board is basing its approval/disapproval on the most current information available, the in-person interview(s) of the applicant(s) by the Board shall take place subsequent to, but not more than fourteen (14) days following the Association's receipt of the complete application, including any and all additional information reasonably required by the Board, but in no event less than seven (7) days prior to the intended date of closing, transfer, or occupancy.

The interview of the applicant(s) shall be conducted in-person and shall take place at a location specified by the Association. The in-person interview is a mandatory condition of approval, and the failure of the applicant(s) to schedule and attend the in-person interview with the Board shall result in automatic disapproval. The Association shall have no obligation, but at its discretion, may allow an electronic interview as a substitution for the in-person interview.

The Board of Directors may, in its sole discretion and judgment, waive or amend any documentary requirement based upon jurisdictional availability or non-availability as applicable, provided in the Board's sole judgment and discretion that such waiver or amendment will not unreasonably impair "meaningful review" and/or "informed consideration" of the application and applicant(s). It is acknowledged that in certain situations and circumstances, it may be difficult and/or cost-prohibitive for the Association to obtain information sufficient to allow the Board to meaningfully review a proposed transaction or occupancy. In such circumstances, the Board is authorized to require an applicant to provide such information from a source deemed reliable in the sole discretion of the Board, at the applicant's own expense. Such information may include but may not be limited to international background checks. Notwithstanding the foregoing, in the event that despite a good faith effort by the Association, the applicant(s) fail to respond to the Association's reasonable request for additional information and/or fail to timely provide reasonably sufficient information, documentation and/or timely responses to the Association sufficient for the Board to make a "meaningful review" and/or "informed consideration" of the application or any applicant, the application shall be deemed disapproved for good cause.

12.3 DISAPPROVAL BY ASSOCIATION

The Board may confer freely with counsel in reaching its decision with regard to approval or disapproval of any sale, lease, or other transfer or occupancy of a Unit. If the Association shall disapprove a sale, transfer of ownership or the leasing or occupancy of a Unit, the sale, transfer, lease, or occupancy shall not be consummated, and the Association shall have no obligation to provide a substitute transferee, lessee or occupant. The following factors may be considered in determining good cause for disapproval:

A. The application for approval on its face, or subsequent investigation thereof,

indicates that any of the persons seeking approval intends to act in a manner inconsistent with the covenants and restrictions applicable to the Association.

B. The person seeking approval has been convicted of a felony crime involving violence to persons, demonstrating dishonesty or moral turpitude; a criminal offense involving illegal drugs; or a criminal offense involving sexual battery, sexual abuse, or lewd and lascivious behavior, or any other felony; or the person is required to register as a Sexual Offender or Predator.

C. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, bad debts, poor credit rating and/or FICO score below 650 or the person does not appear to have adequate financial resources available to meet his/her obligations to the Association. The Board shall have the authority in its sole discretion to make hardship exceptions in this regard.

D. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by conduct in other social organizations or associations, or by conduct in this Association as an occupant, tenant, guest or Owner.

E. The person seeking approval, or the Unit Owner has/have failed to provide the information required to process the application in a timely manner; has materially misrepresented any fact or information provided in the application or screening process; has failed to pay the transfer/approval fee or security deposit, or payment has been dishonored; or has not agreed, failed to provide, or refused to release to the Association the background investigation.

F. All Assessments and other charges against the Unit have not been paid in full, or the Unit has outstanding violations previously noticed to the Owner that remain uncured.

G. Without limiting or altering the above, the person seeking approval has failed to meet any of the requirements set forth in this Declaration or is otherwise unqualified due to any of the provisions of this Declaration, or any other applicable law.

The terms of this Article 12 shall not apply to or otherwise serve to limit the rights of the Association to lease Units it has acquired title to through lien foreclosure actions or deeds in lieu of foreclosure.

12.4 DOWN PAYMENT/MINIMUM EQUITY REQUIREMENT

In the event that a sale of a Unit is proposed whereby the prospective purchaser intends to finance more than Eighty (80%) Percent of the purchase price of the Unit; the Association shall have the right to disapprove the proposed sale. Any sale effectuated in violation of this provision may be voided by the Association. The terms and conditions of this provision shall not apply to a first mortgagee seeking to transfer a Unit where that first mortgagee has taken title to that Unit by virtue of a foreclosure sale or a deed in lieu of foreclosure. Nor shall this

provision apply in the event the Association seeks to transfer a Unit where the Association has taken title to that Unit by virtue of a foreclosure sale or a deed in lieu of foreclosure.

12.5 APPROVALS OF OCCUPANTS

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

A. Conviction of a misdemeanor crime for violence against persons or property within the past five (5) years.

B. Conviction of a felony crime for violence against persons or property within the past ten (10) years.

C. Conviction of a felony or misdemeanor crime for any sexual crimes, including but not limited to prostitution, or child pornography, within the past ten (10) years.

D. The application, on its face, indicates that approval would create a violation of the Association's Declaration, Articles of Incorporation, By-Laws, Rules and Regulations, or Florida law. By way of example, without limitation, failure to identify all proposed occupants or an intent to lease the Unit; an intention to bring a prohibited pet into the Unit; an intent to store multiple vehicles or an unidentified motorcycle on the premises; failure to provide complete and accurate responses on the application form; or other prohibited uses.

E. Failure to include required fees or deposits with the application form.

F. Premature occupancy of the Unit, i.e., occupancy without prior approval of the Association.

12.6 MORTGAGE. No Unit Owner may mortgage his or her Unit, or any interest therein, without the prior written approval of the Association, except to an Institutional Mortgagee.

12.7 EXCEPTIONS

The foregoing provisions of this Section entitled "MAINTENANCE OF COMMUNITY INTERESTS" shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as the result of a deed from the Mortgager in lieu of foreclosure or through foreclosure proceedings; nor shall these provisions apply to transfer of Units obtained by the Association through foreclosure or deed in lieu of foreclosure.

a. PROVISO. Should an Institutional Mortgagee acquire title to a Unit as hereinabove provided, such Institutional Mortgagee shall immediately thereafter notify the Association of such fact. Any purchaser from an Institutional Mortgagee shall be subject to all the provisions of this Declaration, including the approval provisions hereof.

b. PROVISO. Should any purchaser acquire title to a Unit at a duly advertised public sale with open bidding as provided by law, then such person shall immediately thereafter notify the Association of such fact and shall be governed by this Article 12 and subject to the approval requirements therein, and all other provisions of this Declaration.

12.8 CONDOMINIUM DOCUMENTS. It shall be the responsibility of the transferor of a Condominium Unit to transfer to transferee all the Condominium Documents originally provided to said transferor. Notwithstanding this Section 12.8, the transferee shall be bound by the terms of this instrument even though the transferor has failed to comply herewith.

12.9 UNAUTHORIZED TRANSACTIONS. Any sale, mortgage or lease not authorized pursuant to the provisions of this Declaration shall be void unless subsequently approved by the Association and shall be deemed a violation of this Declaration and subject to the provisions of Article 20 hereof.

12.10 PROVISO. No certificate of approval shall be issued by the Association, as provided in this Section 12 and/or the By-Laws, and any approval provided for herein shall be strictly conditioned upon all sums due by the Unit Owner pursuant to this Declaration, Management Agreement and the Master Management Agreement being paid and brought current.

12.11 IMMUNITY FROM LIABILITY FOR DISAPPROVAL. The Association, its agents or employees, shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Section 12, or for the method or manner of conducting the investigation. Unless otherwise required by law, the Association, its agents or employees shall not be required to specify any reason for disapproval.

13. INSURANCE PROVISIONS. The insurance which shall be purchased and maintained for the benefit of the Condominium shall be governed by the following provisions:

13.1 PURCHASE OF INSURANCE. All insurance purchased pursuant to this Section 13 shall be purchased by the Association for the benefit of the Association, the Unit Owners and their respective mortgagees as their interest may appear and shall provide for the issuance of certificates of insurance and endorsements to any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners and the Association, their respective servants, agents and guest. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

13.2 COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Unit Owners, is declared to be a COMMON EXPENSE as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

13.3 UNIT OWNERS' RESPONSIBILITY. Each Unit Owner must obtain insurance, at his or her own expense, affording coverage upon his or her own property and for his or her own liability and living expenses as he or she deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right to contribution.

13.4 COVERAGE. The following coverage shall be obtained by the Association:

a. The building and all other insurable improvements upon the land, including all of the Units, Common Elements, Limited Common Elements, and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the insurance company providing the coverage. Said coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available.

b. The policy shall provide primary coverage for the following (the "Insured Property"): (I) all portions of the Condominium Property located outside the Units, (ii) the Condominium Property located inside of the Units as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time that the Unit was initially conveyed, and (iii) the Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required by the Act to be insured under the Association's policies) and all improvements located on the Common Elements and the Association Property from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or Association Property.

c. Notwithstanding the foregoing, the Insured Property shall not include, and shall specifically exclude all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioner and/or heating equipment, water heaters, water filters, built-in cabinets and counter tops, and window treatments, including curtains drapes, blinds hardware and similar window treatment components or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, if any, whether or not located within the Unit boundaries. Such policies may contain reasonable deductible provisions as determined by the Board of

Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

d. Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the Association in limits of not less than $300,000 for bodily injury or death to any persons not less than $500,000 for bodily injury or death resulting from any one accident or occurrence, and not less than $50,000 for property damage. Said coverage shall include, but not limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to an individual Unit Owner, and one Unit Owner to another.

e. Workmen's compensation policies shall be obtained to meet the requirements of law.

f. Such other insurance as the Board of the Association may determine to be necessary from time to time.

13.5 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies shall be distributed by the Association to, or for the benefit of, the Unit Owners in the following manner:

a. If the damage for which the proceeds were paid is to be reconstructed, the proceeds shall be paid to defray the costs thereof.

b. If it is determined that the damage for which the proceeds are paid shall not be reconstructed, the proceeds shall be distributed to the Unit Owners and their mortgagees as their interest may appear.

13.6 ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each Unit Owner, for each Owner of a mortgage upon a Unit, and for each Owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

13.7 DETERMINATION TO RECONSTRUCT. If any part of the Condominium Property shall be damaged by casualty, the determination as to whether or not it shall be reconstructed shall be made in the following manner:

a. COMMON ELEMENT. If the damage is to a Common Element, the damaged property shall be reconstructed unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

b. CONDOMINIUM PROPERTY.

(1) LESSER DAMAGE. If the damage is to the Condominium Property

and if Units to which more than 30% of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed, unless within 60 days after the casualty the Unit Owners owning 80% or more of its Common Elements agree in writing not to reconstruct, in which event, the Condominium shall be terminated. Notwithstanding the foregoing, if such damage may be reconstructed for $200,000 or less, the damage will be reconstructed.

(2) MAJOR DAMAGE. If the damaged improvement is the Condominium Property, and if Units to which more than 70% of the Common Elements are appurtenant are found by the Board of Directors to be untenantable then the damaged property will not be reconstructed and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the Owners of 75% of the Common Elements agree in writing to such reconstruction, provided, however, that the $200,000 limit, as aforesaid, shall apply, notwithstanding the fact that the required number of Units are tenantable.

13.8 RESPONSIBILITY. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction after casualty. In all other instances, the responsibility of reconstruction after casualty shall be that of the Association.

13.9 NATURE OF RECONSTRUCTION. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last reconstructed, subject to modification to conform with the then current governmental restrictions and codes.

13.10 ESTIMATES. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire, or those required by any Institutional Mortgagee involved.

13.11 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by the Association, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, Assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction of their respective Units. Such Assessments on account of damage to Common Elements shall be in proportion to the Owner's shares in the Common Elements.

13.12 USE OF PROCEEDS. The proceeds of insurance and any Special Assessments, if

any, collected on account of a casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction in the following manner:

a. That portion of insurance proceeds representing damage for which the responsibility of reconstruction lies with the Unit Owner shall be used to pay such contractors, suppliers, and personnel for work done, materials supplied, or services required for such reconstruction. Payments shall be in such amounts and at such times as the Unit Owners may direct, or if there is a mortgagee endorsement, to such payee as the Unit Owner and the mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the Unit Owner to make such reconstruction. If the amount of the estimated cost of reconstruction is less than $25,000 and is the responsibility of the Association: The construction fund shall be utilized by the Association in payment of such costs.,

b. If the amount of the estimated cost of reconstruction is more than $25,000 and is the responsibility of the Association, then the reconstruction funds shall be applied to the payment of such costs and shall be paid by the Association, from time to time, as the work progresses.

13.13 EFFECT OF MORTGAGEE ENDORSEMENTS CONCERNING INSURANCE PROCEEDS In the event a mortgagee endorsement has been issued to any Unit, the share of the Unit Owner shall be held in trust for the mortgagee as heretofore provided: provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not the damaged property shall be reconstructed, and no mortgagee shall have the right to apply, or have applied to, the reduction of its mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee where the responsibility for reconstruction is that of the Unit Owner. All mortgagees agree to waive the rights to said proceeds if the same are used pursuant to the provisions of this Declaration to pay for the restoration of such damage. The provisions hereof shall not affect the right of the mortgagee, if any, to require any surplus proceeds to be distributed to it over and above the amounts actually used for such restoration. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the Unit Owner from his duty to reconstruct damage to his Unit as heretofore provided.

13.14 AUTHORITY OF ASSOCIATION. In all instances herein, except when a vote of the membership of the Association is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

14. ASSESSMENTS, LIABILITY, LIEN AND ENFORCEMENT.

14.1 GENERAL AUTHORITY. The Association, through its Board, shall have the power

to make, levy and collect regular and Special Assessments for Common Expenses and such other Assessments, including Special Assessments as are provided for by the Condominium Act, Master Management Agreement, and this Declaration and all other expenses declared by the Directors of the Association to be Common Expenses from time to time. The expenses provided by the Master Management Agreement are not Common Expenses, however the Association shall whenever possible, assist the Master Management Firm in the collection of sums due to each of them by the Unit Owners.

14.2 UNIT OWNER'S GENERAL LIABILITY. All Assessments levied against Unit Owners and Units shall be on a uniform basis in the same proportion as the percentages of the undivided shares in the ownership of the Common Elements unless specifically otherwise provided for herein, without increase for the existence, or lack of existence, of any exclusive right to use a part of the Limited Common Elements. Should the Association be the Owner of any Unit, the Assessment, which would otherwise be due and payable to the Association or others by the Owner of such Unit, shall be a Common Expense as the same relates to the collection of such sums from the Unit Owners to pay the Association's obligations.

14.3 PAYMENT. The Assessments of the Association levied against the Unit Owner and his or her Unit shall be payable in such installments, and at such times, as may be determined by the Board of Directors of the Association from time to time.

14.4 SPECIAL ASSESSMENTS. If general 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 of Directors shall have the authority to levy such additional Assessment or Assessments as Special Assessments as it shall deem necessary. The Association may pass a Special Assessment against a Unit Owner for any fine or other monetary amount that may be imposed against the Association by a local municipality or other third party based on their conduct within the Association, including but not limited to their failure to maintain their respective Unit in addition to any alteration they make to the Association property without the expressed prior written authorization.

a. RESERVE FUND. The Board of Directors of Association in assessing Common Expenses may include therein a sum to be collected and maintained as a reserve fund for repair or replacement of Common Elements for the purpose of enabling Association to replace structural elements and mechanical equipment constituting a part of the Common Elements, as well as the replacement of personal property which may be a portion of the Common Elements. Such reserves shall be for items of deferred maintenance in excess of $10,000.00. As permitted by law, the Board shall have the right, but not the obligation to waive reserves in full or in part provided that such waiver is approved by at least a majority of the voting interests of the Association appearing in person or by proxy at a duly noticed meeting of the membership.

b. OPERATING RESERVE FUND. The Board of Directors of the Association in

assessing for Common Expenses may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of special stress. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of Assessments by Unit Owners or as a result of emergencies.

14.5 SEPARATE PROPERTY. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration. All monies received from Assessments may be co-mingled with other monies held by the Association. All Assessments received by the Association shall be held for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the Owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association.

14.6 DEFAULT. Assessments shall be payable monthly, in advance, without notice, and shall be due on the first day of each month, unless otherwise required by the Board. The payment of any Assessment or installment thereof due to the Association shall be in default if such payment is not paid to the Association when due. If in default in excess of ten (10) days, the delinquent Assessment, or delinquent installments thereof and all advances permitted by Section 14.8 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charged to individuals in the State of Florida. In addition, a late charge in the highest amount permitted by law shall be then due and payable. In the event that any Unit Owner is in default on payment of any Assessments or installments thereof, owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorneys' fees and court costs.

14.7 NO WAIVER. No Unit Owner may exempt himself from liability for any Assessment levied by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit for which the Assessments are made or in any other manner.

14.8 LIEN. The Association is hereby granted a lien upon each Condominium Unit, together with a lien on all tangible personal property located within said Unit (except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record), which lien shall secure the payment of all monies from each Unit Owner for which he or she is liable to the Association, including all Assessments, interest and expenses provided for in this Declaration and reasonable attorneys' fees incurred as an incident to the

enforcement of said lien. The lien granted to Association may be foreclosed as provided in the Condominium Act (F.S. 718, et seq.) as it may be amended and/or renumbered from time to time. The lien granted to the Association shall further secure such advances for taxes and payments on accounts of Institutional Mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. The lien shall be effective, have priority, and be collected as provided by the Condominium Act, unless by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the Association having the highest priority and dignity shall be the lien of the Association.

14.9 PROVISO. In the event that any person or Institutional Mortgagee shall acquire title to any Unit by virtue of either foreclosure of a first mortgage, or a deed in lieu thereof, the liability of such acquirer of title, and his successors and assigns for the share of Common Expenses or Assessments by the Association or others pertaining to the Condominium Unit shall be governed by the provision of F.S. 718.116, as same may be amended and/or renumbered from time to time. Nothing herein contained shall be construed as releasing the party liable for such delinquent Assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. A Unit Owner, regardless of how he or she obtained title to his or her Unit, is jointly and severally liable with the prior Unit Owner for all amounts due to the Association up to the time of the transfer of title to the Unit, and is further liable for all Assessments, both for Common Expense or otherwise, coming due while he or she is the Unit Owner.

14.10 CERTIFICATE OF STATUS OF ASSESSMENTS. Any Unit Owner, mortgagee or lienor may require the appropriate estoppel certificate as set forth in F.S. 718.116(7), as same may be amended and/or renumbered from time to time.

14.11 NO OCCUPANCY UNTIL ASSESSMENTS PAID. Any person who acquires an interest in a Unit, including without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of such Unit until such time as all unpaid Assessments, including payments due under the Management Agreements and all court costs and attorneys' fees, if any, incurred by the Association and due and owing by the former Unit Owner, have been paid in full.

14.12 NO ELECTION OF REMEDIES. The institution of a suit at law for collection of any delinquent Assessment may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to effect such collection shall not be deemed an election precluding the institution of suit at law for collection of the same. All Unit Owners do hereby waive pleading the theory of "elections of remedies" in any such proceedings.

15. TERMINATION. The Condominium may be terminated in the following manner:

15.1 DESTRUCTION. If it is determined in the manner provided in Section 13 that the

Condominium Property shall not be reconstructed, the Condominium will be terminated.

15.2 AGREEMENT. As provided in Section 718.117 of the Condominium Act, as amended and/or renumbered from time to time, the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all record Owners of mortgages on Units. If the proposed termination is submitted to a meeting of the Association, and if the vote of the Owners of not less than 80% of the Common Elements, their Institutional Mortgagees, if applicable, is obtained, in writing, not later than sixty (60) days from the date of such meeting, and not more than ten (10%) percent of the voting interests express their disapproval, then the approving Unit Owners (through the Association), shall have an option to buy all of the Units of the disapproving Unit Owners for the period of one hundred twenty (120) days from the date of such meeting. The vote of those Unit Owners approving the termination shall be irrevocable until the expiration of the option. The option shall be upon the following terms:

a. EXERCISE OF OPTION. The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the Owners of the Units. The agreement shall be subject to the purchase of all Units owned by Owners not approving the termination.

b. PRICE. The sale price for each Unit shall be the fair market value as determined between the seller and the Association within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any Unit, the price shall be determined by an appraiser appointed by the Chairman of the local Board of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered in any court of competent jurisdiction.

c. PAYMENT. The purchase price shall be paid in cash.

d. FORM. The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Broward County, Florida.

e. CLOSING. The sale of all Units shall be closed simultaneously and within thirty (30) days following the determination of the sale price of the last Unit to be purchased.

15.3 CERTIFICATE. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records.

15.4 SHARES OF OWNERS AFTER TERMINATION. After termination of the Condominium the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination so that the sum total of the ownership shall equal one hundred (100%) percent. Any such

termination shall in no way affect the rights and obligations of the Unit Owners nor shall the same affect the rights and obligations of the Unit Owners or the Master Management Firm under the Master Management Agreement.

15.5 EXCLUSIVE RIGHTS EXTINGUISHED BY TERMINATION. All exclusive rights of use of Limited Common Elements shall be extinguished by virtue of the termination of the Condominium.

15.6 AMENDMENT. This Section 15 concerning termination cannot be amended without written consent of all Unit Owners and all record Owners of mortgages upon the Units, if any.

15.7 EQUITABLE RIGHTS. Unit Owners shall have such rights as provided in F.S. 718.118, as amended and/or renumbered from time to time.

16. AMENDMENTS. Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

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

16.2 PROPOSAL OF AMENDMENT. An amendment to this Declaration may be proposed by either the majority vote of the entire membership of the Board of Directors of the Association or by at least a majority of the total voting interests of the Association. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by not less than a majority of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the voting interests of the Association appearing in person or by proxy at a duly noticed meeting of the membership of the Association after a quorum is established.

16.3 PROVISO. Except as otherwise provided in this document:

a. No amendment shall alter a Unit Owner's percentage in the Common Elements, alter his proportionate share in the Common Expense or Common Surplus, change a Unit Owner's voting rights, or alter the basis for apportionment of Assessment which may be levied by the Association against a Unit Owner without the written consent of all Unit Owners and their mortgagees.

b. No amendment shall be passed which shall impair or prejudice the rights and priorities of any Institutional Mortgage without the written consent of the Institutional Mortgagee affected.

16.4 AMENDMENTS TO CORRECT ERRORS AND OMISSIONS. The Association through its Board shall have, pursuant to Chapter 718.304 F.S., as amended and/or renumbered from time to time, the right to effectuate an amendment for the purpose of correcting defects, errors and omissions subject to the provisions of Section 16.3b above.

16.5 EXECUTION AND RECORDING. Except as otherwise provided in this Declaration,

a copy of each amendment shall be attached to a certificate, executed by the officers of the Association, certifying that the amendment was duly adopted. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records.

17. LONG-TERM LEASE. (DELETED)

18. MANAGEMENT AGREEMENT.

18.1 MANAGEMENT CONTRACT. The Board may enter into a contract with any firm, person or corporation, in contracting for the management, maintenance and repair of the Condominium Property. The Board is authorized to delegate to any such Management Firm all the powers and duties of the Association which are contained in any such agreement between the parties.

18.2 EXISTING AGREEMENT. Pursuant to the authority granted herein, the Association, through its Board, has entered into a Management Agreement, as amended from time to time, and made a part hereof as if fully set forth herein, in which it has delegated all things therein expressed.

18.3 BINDING EFFECT. The Association and each Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement to the same extent and effect as if he (it) had executed said Management Agreement for the purposes therein expressed, including, but not limited to:

a. Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association.

b. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners and as the Association as provided therefor in said Management Agreement.

c. Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof, including the Management Firm's fees, are fair and reasonable.

d. The ratification of the Management Agreement, shall be, if requested by the Management Firm, accomplished in writing on a form for that purpose at subsequent conveyances of the Unit on the instrument of conveyance referring therein to a copy of said agreement which will have been recorded in the Public Records.

19. MASTER MANAGEMENT AGREEMENT.

19.1 EXECUTION BY UNIT OWNERS. At the closing of the purchase of each Unit, each original Unit Owner executed the Master Management Agreement for the purpose of providing the management, maintenance, repair and operation of the "Community Services and Facilities" therein described. All subsequent purchasers shall, on the instrument of conveyance, as a condition precedent to the vesting of title, assume and agree to pay the

obligations thereunder. All monies due and to become due to the Master Management Firm under the provisions of the Master Management Agreement shall be collected by the Master Management Firm, or its designee. It is understood that the sums due the Master Management Firm and the Recreation Management Firm are the direct obligation of the Unit Owner to the Master Management Firm and the Recreation Management Firm and are not Common Expenses of the Condominium.

19.2 LIEN OF MASTER MANAGEMENT FIRM. To secure his obligations under the Master Management Agreement, each Unit Owner, shall, by the execution thereof, impress a lien and pledge his full interest in the Unit and the tangible personal property therein in favor of the Master Management Firm. Said lien shall be governed by the provisions of the Master Management Agreement.

19.3 CO-OPERATION OF ASSOCIATION. The Association shall do all things necessary, including, but not limited to, the granting of easements and rights-of-way, as requested by the Master Management Firm for the providing of "Community Services and Facilities".

19.4 ACKNOWLEDGMENT. The Unit Owners, by virtue of an acceptance of an instrument of conveyance of a Unit, agree that the Master Management Agreement and the terms thereof including the fees called for therein are fair and reasonable.

19.5 NECESSITY. The Unit Owners, severally and jointly, do by the execution of said agreement, acknowledge the absolute necessity of the Master Management Agreement for the provision of the "quasi-municipal" services enumerated therein for the benefit of the Century Village community as a whole.

20. REMEDIES

20.1 RELIEF. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of this Declaration as they may exist from time to time. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Condominium Act or law. Suit may be sought by the Association, Management Firms, or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorney's fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association, the Management Firms, or the other Unit Owners, and that such injury may be irreparable.

20.2 COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or Association, including the enforcement of any lien granted pursuant to this Declaration or its Exhibits, the Association, (if it is not Defendant), or the Management Firms, whichever is appropriate, shall be entitled to

recover the costs of the proceeding, including reasonable attorneys' fees. Further, in the event proceedings are instituted by or against the Management Firms or any affiliated Company of the same or any individual connected with the same for any reason whatsoever, including but not limited to: (1) actions for declaratory judgment, (2) any claim that any of the above have not complied with their obligations under this Declaration and its Exhibits, or (3) that any provision of the same is unconscionable, unfair (or the like) or violates any state or Federal law or regulation, and if the Management Firms, and affiliated companies and individuals connected with the same are the prevailing party or parties then, and in that event, they shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorneys' fees at all levels of the proceedings, including appeals, together with all costs. Moreover, the Association may also recover reasonable attorney's fees and costs incurred in seeking compliance with the Condominium Documents in cases where no action is filed including, but not limited to, arbitration and pre- litigation attorney's fees and costs incurred in pursuing and/or obtaining compliance with the Condominium Documents. Said fees and costs shall constitute a lien against the Unit and shall be subject to collection as provided in this Declaration for the collection of delinquent Assessments, including by lien and foreclosure. All rights, remedies and privileges under any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the Association from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

20.3 NO WAIVER. The failure of Association, the Management Firms, o r Unit Owner to enforce any right, provision, covenant, or condition created or granted by this Declaration shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

20.4 RIGHTS CUMULATIVE. All rights, remedies and privileges granted to the Association, the Management Firms, or Unit Owners pursuant to any of the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies, or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies."

20.5 VENUE: WAIVER OF TRIAL BY JURY. Every Unit Owner or approved Occupant and all persons claiming any interest in a Unit does agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida, or the United States District Court, Southern District of Florida, as the same is not constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties,

except the Management Firms, do further waive the right to trial by jury and consent to a trial by the court without a jury.

21. NOTICES. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by electronic notice, or by mail, at the last known address of the Owner as reflected in the books and records of the Association. Notices to the Association shall be delivered or mailed to the Secretary of the Association, or in case of the Secretary's absence, then to the President of the Association. Unit Owners shall provide to the Association complete, accurate and current contact information (name, address, telephone number, email address) of a person to be contacted in the event of an emergency.

22. CONSTRUCTION. All of the provisions of this Declaration shall be construed in accordance with the Laws of the State of Florida, as amended from time to time. The construction shall govern in all matters, including matters of substantive and procedural law.

23. GENDER. Unless the contrary appears to have been intended, words in the plural number shall include the singular and words in the singular shall include the plural, and words of the male gender shall include the female and other genders.

24. CAPTIONS. The captions to the Sections of this Declaration are intended for reference only and are not deemed to be all inclusive as to the matters contained in such Sections or considered in connection with the construction of any of the provisions of this Declaration.

25. SEVERABILITY. If any term or provision of this Declaration, or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid or enforceable, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those to which such term may be held invalid or enforceable, shall not be affected thereby and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his/her signature on this 9 day of JANUARY 2024.

Signed, sealed and delivered

in the presence of:

Witness (As to Both)

Print: Gloria Gonzalez

KESWICK "B" CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: Peter Tilbermann

Peter T. Silbermann, President

CamScanner

Witness (As to Both)

By: _____

Print: Gloria Gonzalez

Lori DaCunha Secretary

STATE OF FLORIDA)
:ss
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared Peter Silbermann as President, and Lori DaCunha, as Secretary of KESWICK "B" CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, personally known to me or who have produced Driver License (type of identification), and have acknowledged before me by means of ☒ physical presence or ☐ online notarization that they executed the foregoing Certificate of Amendment on behalf of the corporation freely and voluntarily for the purpose therein expressed, and were authorized to do so.

WITNESS my hand and official seal at said County and State, this 9 day of January 2024.

KIMBERLY WILLYARD
Notary Public - State of Florida
Commission # HH 467362
My Comm. Expires Nov 27, 2027
Bonded through National Notary Assn.

Notary Public - State of Florida

Kimberly Willyard

Name of Notary (Please Print)

My commission expires:

CamScanner

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

MEMBER · P. O. BOX 15786 · 2586 FOREST HILL BOULEVARD · WEST PALM BEACH, FLORIDA 33406 · PHONE 305 965-4500

ROLF ERNST WEIMER P L S
OTTO J. MARCH P E
J. R. KIRKPATRICK P E

EXHIBIT NO. 1

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)
) ss: KESWICK "B" CONDOMINIUM
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Rolf Ernst Weimer, who after first being duly cautioned and sworn, deposed and says as follows:

1. That he is a duly registered land surveyor under the laws of the State of Florida, being Surveyor No. 2025.
2. Affiant hereby certifies that the Declaration of Condominium of KESWICK "B" CONDOMINIUM, together with the exhibits attached thereto, constitute a correct representation of the improvements located upon the real property described therein, and that there can be determined therefrom the identification, location, dimensions and size of the common elements, and of each Condominium unit therein.

FURTHER AFFIANT SAYETH NAUGHT.

Rolf Ernst Weimer

SWORN TO AND SUBSCRIBED before me this 24 day of June, 1974.

Notary Public State of Florida

My Commission Expires: August 20, 1977

OFF. REC. 5907 PAGE 212

SHEET 1 OF 7

EXHIBIT 1

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

MEMBER • P.O. BOX 15786 • 2585 FOREST HILL BOULEVARD • WEST PALM BEACH, FLORIDA 33406 • PHONE 305 965-8980

ROLF ERNST WEIMER P.L.S.

EXHIBIT NO. 1

November 15, 1973
Century Village East, Inc.

KESWICK "B"

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY IS AS FOLLOWS:

A parcel of land located in the Northeast one-quarter of Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being more specifically described as follows:

From the Southeast corner of Section 3, bear North 01°-15'-00" West, along the East line of said Section 3, a distance of 2685.49 feet to the East quarter corner of said Section 3; Thence, North 01°-12'-39" West, along the East line of said Section 3, a distance of 616.98 feet; Thence, due West, a distance of 891.81 feet to a POINT OF BEGINNING;

Thence, South 29°-15'-00" West, a distance of 103.90 feet;
Thence, South 66°-40'-00" West, a distance of 199.45 feet;
Thence, North 23°-20'-00" West, a distance of 150.00 feet;
Thence, North 66°-40'-00" East, a distance of 140.00 feet;
Thence, North 23°-20'-00" West, a distance of 43.17 feet;
Thence, North 29°-15'-00" East, a distance of 170.80 feet;
Thence, South 49°-10'-11" East, a distance of 35.00 feet;
Thence, South 29°-15'-00" West, a distance of 130.00 feet;
Thence, South 60°-45'-00" East, a distance of 155.26 feet to the POINT OF BEGINNING.

Containing: 1.018 Acres

SUBJECT TO utility, parking street, drainage maintenance and drainage easements as indicated in this Exhibit No. 1 and in the Declaration.

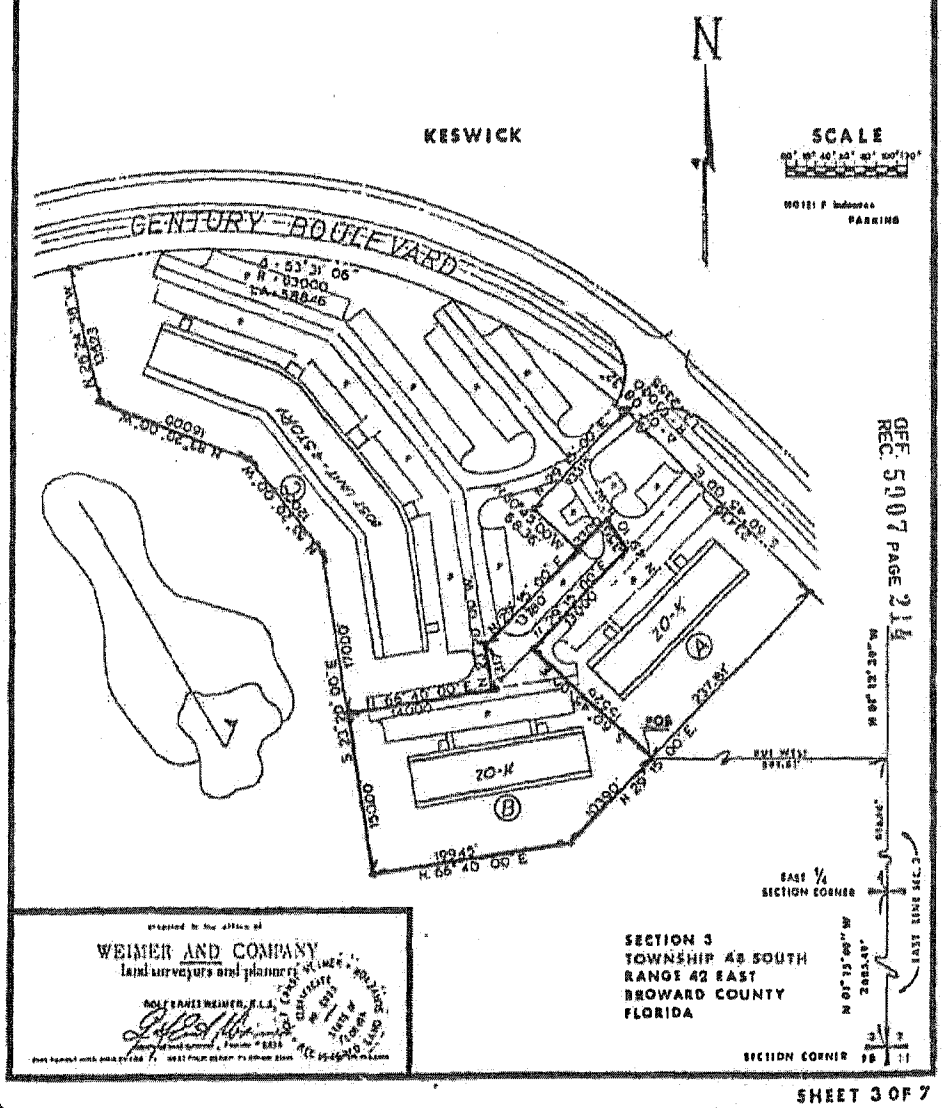
OFF. REC. 5907 PAGE 213

SHEET 2 OF 7

EXHIBIT NO.1

LOCATION MAP

KESWICK "B"


N
KESWICK
SCALE
CENTURY BOULEVARD
Δ = 53° 31' 06"
R = 783.00
Tan = 388.46
L = 731.45
N 22° 30' 00" W
1600.00
N 30° 30' 00" W
S 59° 30' 00" E
1700.00
S 23° 30' 00" E
1550.00
N 66° 40' 00" E
1094.43'
N 29° 45' 00" E
1038.00'
N 66° 40' 00" E
1400.00
N 23° 20' 00" W
1320.00
N 66° 40' 00" E
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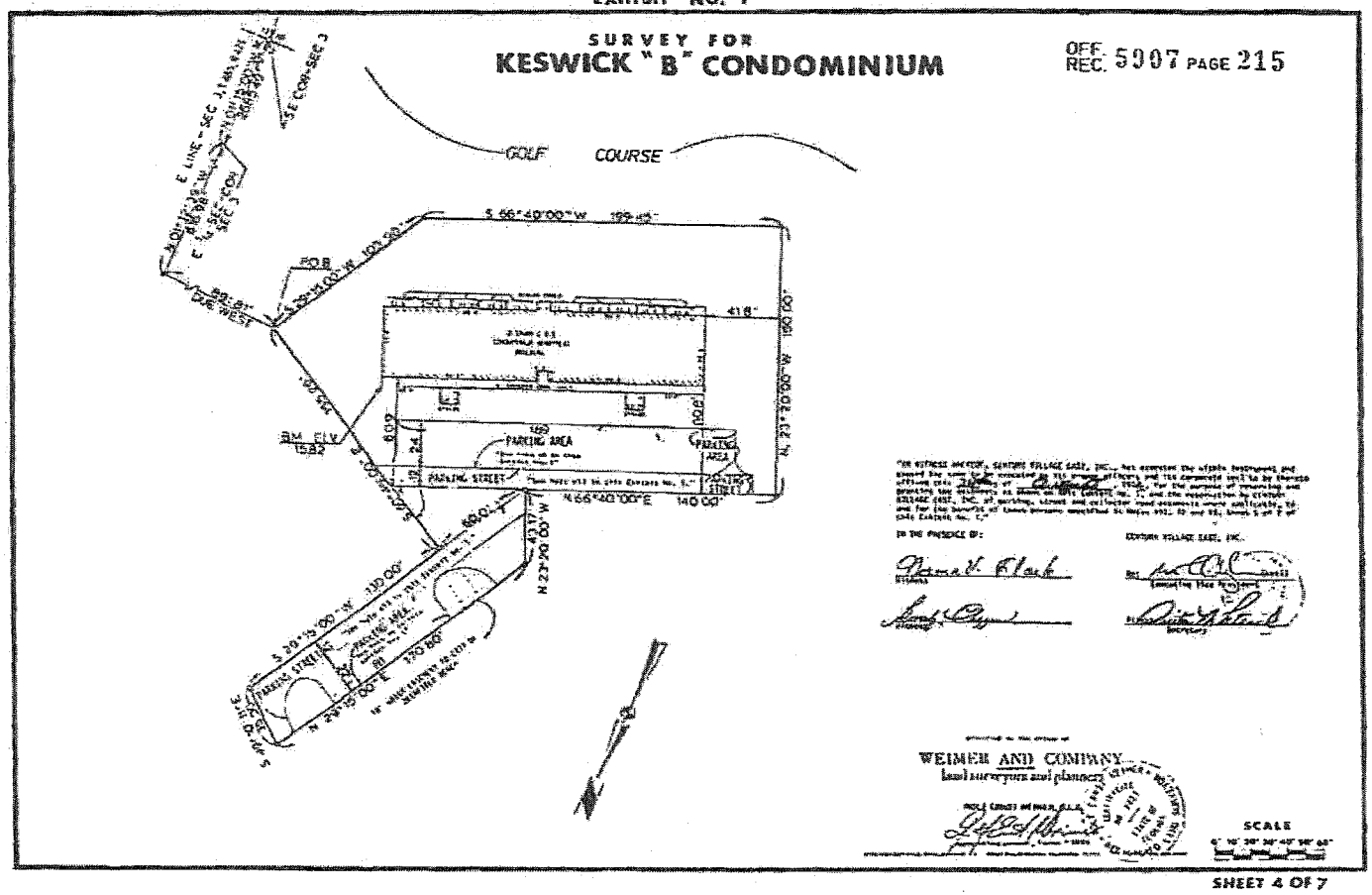
1320.00
N 66° 40' 00" E
1400.00
S 23° 20' 00" E
1320.00
N 66° 40' 00" E
1000.00
S 23° 20' 00" E

EXHIBIT NO. 1

SURVEY FOR
KESWICK "B" CONDOMINIUM

OFF. REC. 5907 PAGE 215



SHEET 4 OF 7

Requested By: c.little, Printed: 6/1/2023 1:42 PM

Order: 11163873
Doc: FLBROW:5907-00183

LEGEND EXHIBIT NO. 1

1. Each Condominium unit consists of the space bounded by a vertical projection of the Condominium unit boundary line shown and by the horizontal planes at the floor and ceiling elevations noted below.

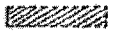
2. The elevation of the bench mark, floor and ceiling are USC & GS mean sea level datum and are expressed in feet.

3. The floor elevation of Condominium units and the ceiling elevation of Condominium units are shown on Sheets 6 and 7 of this Exhibit No. 1.

4. All interior angles of Condominium units are 90° unless otherwise noted.

5. ———— Boundary of Condominium units.

\- - - - - - - - Indicates common elements.

 Indicates limited common elements.

6. Parking areas are a limited common element for the use of all Condominium unit owners and specific parking areas will be assigned by the Association.

7. Exterior walls are 0.8' unless otherwise noted.

8. "A" Indicates 1 Bedroom, 1 Bath Unit

"D" Indicates 2 Bedroom, 1-1/2 Bath or 2 Bath Unit

9. Percentage of ownership of common elements and each unit's share of common expenses are as follows:

The "A" type unit has 4.65%

The "D" type unit has 6.40%

10. "All Condominium units in the building located on the Condominium property are given identifying numbers, which are delineated within each Condominium unit space in this Exhibit No. 1. The Condominium unit number is also the Condominium parcel number."

11. "The Condominium property is and shall be subject to, without compensation to the Association and its members, such drainage, lagoon, utility service, including, but not limited to, Florida Power & Light Company, Telephone Company, sanitary and water lines, whether or not granted to the City of Deerfield Beach, cable television and any other easements deemed necessary at the sole discretion of the Developer whether or not granted prior to the submission of the subject premises to Condominium ownership. In the event that said easements are deemed necessary by the Developer after the submission of the property to Condominium ownership, the Developer, (by acceptance of this Declaration by the Association and Condominium Parcel Owners and of a deed by the Condominium Parcel Owners), shall be and is herein appointed, as attorney-in-fact for the Condominium Association and all Condominium Parcel Owners for the purposes herein expressed and the same shall require the signature of no other party whomsoever."

12. "Said area is hereby declared to be an access easement collector road, for the use of all residents of Century Village at Deerfield Beach, Florida and for Municipal Purposes. Said collector roads may become public streets after dedication takes place."

13. "Area designated, 'Parking Streets', are road easements for ingress and egress over, upon and across said area, for the benefit of all persons resident upon the lands, or portions of lands known generally as Century Village at Deerfield Beach, Florida as the same as constituted from time to time, and all persons designated by the Developer. The foregoing easement hereby created shall burden the land described in this Exhibit No. 1, for the benefit of the parties described herein, and shall run with the land. No right shall ever accrue to the public from this easement, and said easement hereby created shall endure to September 1st, 2072, and thereafter, for successive periods of ten years, unless sooner terminated by a recorded document, duly executed and recorded by the persons required. Said easement may be terminated in whole or in part, prior to September 1st, 2072, and thereafter, or changed, relocated or expanded to include additional parties upon the joint consent of the Developer, its successors and assigns, and the owners of all the lands described hereinabove, except where all or portions of said lands shall have been submitted to Condominium ownership as provided in Florida Statute 711. The Condominium Associations responsible for the operation and management of said Condominiums are irrevocably appointed and authorized by the Condominium parcel owners to execute said instrument, and the execution of said instrument by the Condominium parcel owners shall not be required. The foregoing shall be deemed to be included in the Declaration of Condominium to which this Exhibit No. 1 is attached, just as though it were fully set forth therein. The foregoing easement shall be subject to such easements as may be required for drainage and utility service easements as the Developer may hereafter deem necessary, and the Developer shall have the right, in its sole discretion, to grant such drainage and utility service easements over, upon and across and under said parking street easement area as it deems necessary, and the consent of no other party shall be required."

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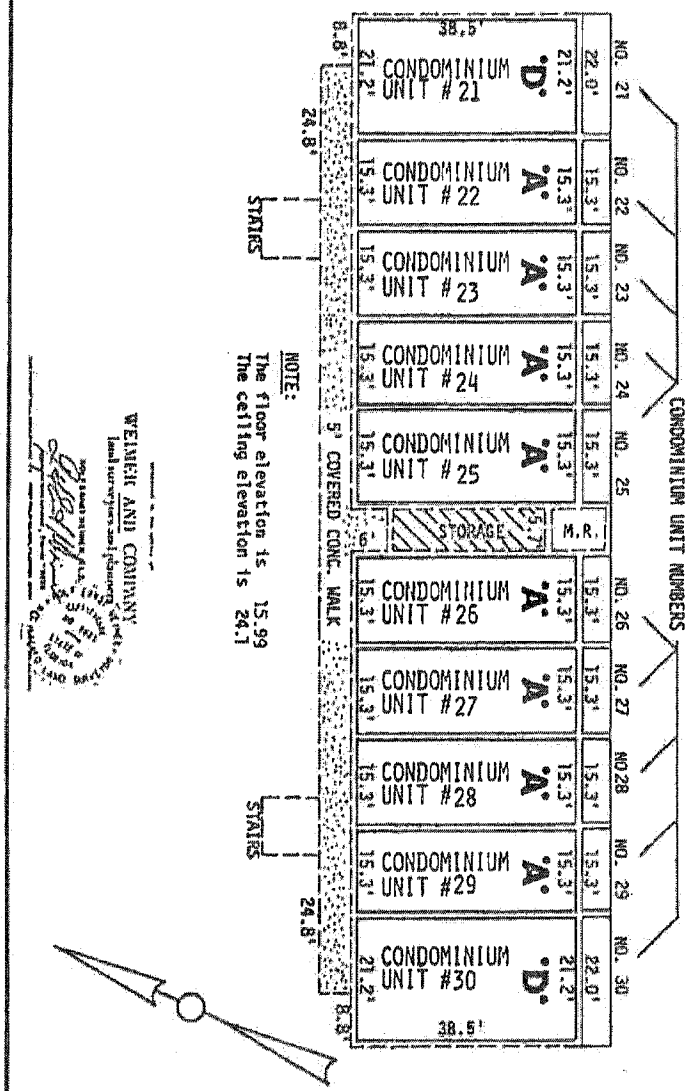
SHEET 5 OF 7

20 K

EXHIBIT NO. 1

LOCATION OF CONDOMINIUM UNITS # 21 thru #30, BLDG.
AND LOCATION OF COMMON and LIMITED COMMON ELEMENTS
1st Floor

KESWICK "B" CONDOMINIUM



NOTE:
The floor elevation is 15.99
The ceiling elevation is 24.1

WELMERT AND COMPANY

NOTE:

- The use of the limited common element designated as "STORAGE" on this sheet shall be determined by the management firm, and thereafter by the Condominium association.
- M.R. denotes meter room.
- The Bench Mark (BM) elevation is shown on Sheet 4 of this Exhibit No. 1.
- All common elements and limited common elements outside of the confines of the buildings are shown on Sheet 4 of this Exhibit No. 1.

scale 0 10' 20' 30'

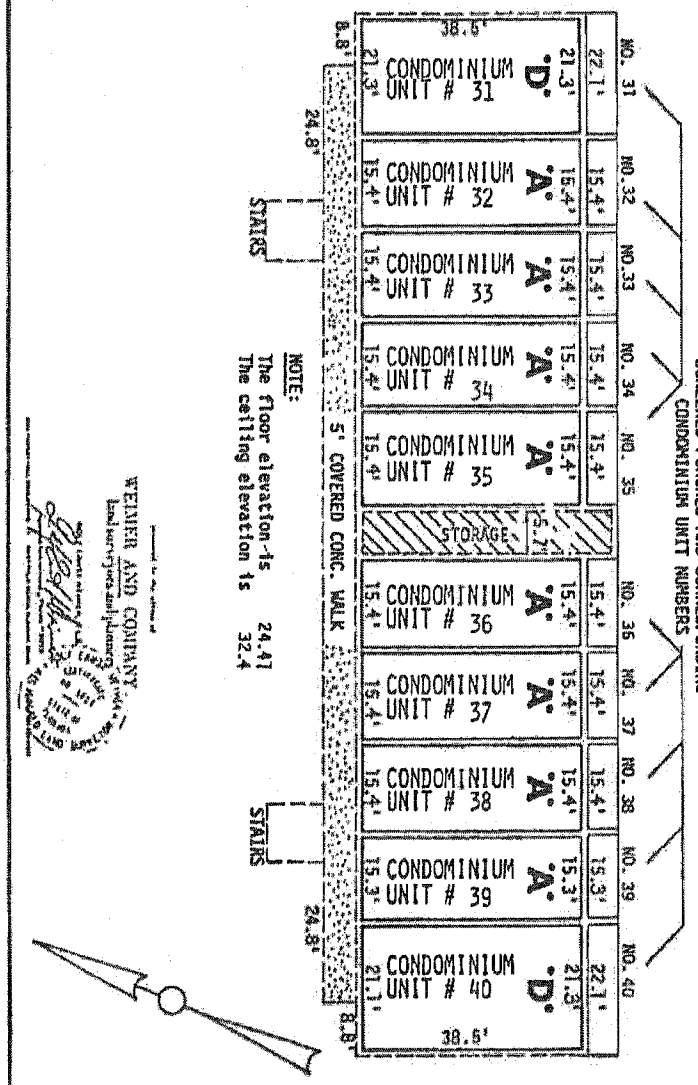
OFF REC 5907 PAGE 217

SHEET 6 OF 7

EXHIBIT NO. 1

LOCATION OF CONDOMINIUM UNITS #31 thru #40 BLDG.
AND LOCATION OF COMMON and LIMITED COMMON ELEMENTS
2nd Floor

KESWICK "B" CONDOMINIUM



NOTE:

- The use of the limited common element designated as "STORAGE" on this sheet shall be determined by the management firm, and thereafter by the Condominium association.
- The Bench Mark (BM) elevation is shown on Sheet 4 of this Exhibit No. 1.
- All common elements and limited common elements outside of the confines of the buildings are shown on Sheet 4 of this Exhibit No. 1.

scale

OFF. REC. 5907 PAGE 218

SHEET 7 OF 7

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF

KESWICK "B" CONDOMINIUM ASSOCIATION, INC.

(A CORPORATION NOT FOR PROFIT)

WHEREAS, the Articles of Incorporation for KESWICK "B" CONDOMINIUM ASSOCIATION, INC., were originally filed as Exhibit 3 to the Original Declaration on June 21, 1974, with the Florida Division of Corporations to form a corporation under and in accordance with the provisions of the Laws of the State of Florida for the formation of corporations not for profit; and

WHEREAS, such Articles of Incorporation were recorded in the Public Records of Broward County Florida at OR Book 5907, Page 238, on August 27, 1974, as Exhibit 3 to the Original Declaration of Condominium; and

WHEREAS, such Articles of Incorporation were subsequently amended at OR Book 10195, Page 161, of the Public Records of Broward County, Florida on March 19, 1982; and

WHEREAS, such Articles of Incorporation were subsequently amended at OR Book 18269, Page 615, of the Public Records of Broward County, Florida on April 3, 1991; and

WHEREAS, the Board of Directors for KESWICK "B" CONDOMINIUM ASSOCIATION, INC., desires to amend and restate the Articles of Incorporation in their entirety with the approval of the members as set forth in the original Articles which hereinafter is attached as Exhibit 2 to the Amended and Restated Declaration of Condominium.

NOW THEREFORE, the following Amended and Restated Articles of Incorporation are hereby adopted:

I. NAME AND OFFICE

The name of this corporation shall be as indicated in the title of this instrument. This corporation shall hereinafter be referred to as the "Association". The principal office and mailing address of the Association shall be that of our Registered Agent, which is identified on the latest annual report of the Association on the website of the Florida Division of Corporations (Sunbiz.org) or by contacting the President of the Association, or such other place or location as may be subsequently designated from time to time by the Board of Directors. All books and records of the Association shall be kept in the secure Association storage area on site or at such other place as may be permitted by Chapter 718, Florida Statutes, as amended and/or renumbered from time to time.

II. PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 617 Florida Statutes, governing corporations not for profit, and Chapter 718 Florida Statutes, hereinafter referred to as the "Condominium Act," each as amended and/or renumbered from

EXHIBIT 2

time to time, to operate that certain Condominium as housing for older persons as such term is used and defined in the Housing for Older Persons Act of 1995, as amended, to enable the operation of a qualified housing community for older persons thereby achieving and maintaining exemption from otherwise relevant provisions of the Fair Housing Amendments Act of 1988, as amended and the Broward County Human Rights Act, Chapter 83-380, as amended by Chapter 89-437, Laws of Florida, bearing the same name as the Association (hereinafter referred to as the "Condominium"), at Century Village, Deerfield Beach, Florida, in accordance with the Amended and Restated Declaration of Condominium, this Charter and the pertinent provisions of the By-Laws of the Association, all as may be amended from time to time.

III. DEFINITIONS

For convenience, these Amended and Restated Articles of Incorporation shall be referred to as the "Articles." All terms used in these Articles shall have the same definitions and meanings as those set forth in the Amended and Restated Declaration of Condominium and Exhibits attached thereto, unless herein specifically provided to the contrary, or unless the context otherwise requires.

IV. POWERS

The Association shall have the following powers:

1. General: The Association shall have all of the common law and statutory powers and privileges granted to corporations not for profit under the laws of the State of Florida except where same are expressly limited or restricted by the terms of the Amended and Restated Declaration of Condominium and Exhibits attached thereto, including these Articles and/or the Amended and Restated By-Laws of this Association, or the Condominium Act, as amended and/or renumbered from time to time.

2. Enumeration: The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles, the Amended and Restated By-Laws and the Amended and Restated Declaration of Condominium and Exhibits attached thereto (to the extent that they are not in conflict with the Condominium Act, as amended and/or renumbered from time to time), and all of the powers and duties reasonably necessary to operate the Condominium and implement and effectuate the purposes of the Association, except as limited herein, as specified in the Amended and Restated Declaration of Condominium, these Articles, the By-Laws of the Association, Chapter 617, Florida Statutes as it may be amended and/or renumbered from time to time, and the Condominium Act, as amended from time to time, including, but not limited to, the power:

(a) To make and establish reasonable Rules and Regulations governing the use of the Condominium Property, including the Units.

(b) To levy and collect Assessments and other charges against members of the

Association (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties and/or to defray the Common and Limited Common Expenses of the Condominium as provided for in the Amended and Restated Declaration of Condominium and Exhibits attached thereto, including, but not limited to, the provision of insurance for the Condominium Property and the Association, the acquiring, operating, leasing, managing and otherwise dealing with property, whether real or personal (including Units in said Condominium), which may be necessary or convenient for the operation and management of the Condominium and to do all things necessary to accomplish the purposes set forth in said Amended and Restated Declaration of Condominium.

(c) To maintain, improve, repair, reconstruct, replace, add to, operate and manage the Condominium Property and/or Association Property, and other property acquired or leased by the Association.

(d) To contract for the management of the Condominium and to delegate in such contract all or any part of the powers and duties of the Association provided in these Articles, the Amended and Restated Declaration of Condominium and Exhibits attached thereto.

(e) To enforce the provisions of said Amended and Restated Declaration of Condominium, these Amended and Restated Articles of Incorporation, the Amended and Restated By-Laws of the Association and the Rules and Regulations governing the use of said Condominium including, but not limited to, any provision for the levying, enforcement and collection of fines as may be provided for in the By-Laws of the Association.

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon the Association pursuant to the Amended and Restated Declaration of Condominium.

(g) As provided in the Amended and Restated Declaration of Condominium, to acquire and enter into agreements whereby the Association acquires leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other use or benefit of the members, provided, that the same are located within that development known as Century Village, Deerfield Beach, Florida.

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

(i) To merge with other condominium associations and to delegate such powers to a common entity as may be necessary for the civil and legal protection and enforcement of the rights and remedies of the Association in an appropriate and expedient manner.

(j) To purchase insurance upon the Condominium Property and Association Property and insurance for the protection of the Association, its officers, directors and Unit Owners.

(k) To enforce by legal means the provisions of the Condominium Act, the Amended and Restated Declaration of Condominium, these Articles, the Amended and Restated By-Laws and Rules and Regulations for the use of the Condominium Property and Association Property.

(l) To employ personnel to perform the services required for the proper operation of the Condominium and Association Property.

(m) To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, and secure any of its obligations by pledge of all or any of its property or income.

(n) To pay all taxes and Assessments of any type which are liens against any part of the Condominium Property, other than Units, and the appurtenances thereto and to assess the same against the members and their respective Units.

(o) To enter any Unit during reasonable hours as may be necessary in accordance with the provisions of Florida Statutes and to effectuate the purposes of the Declaration and all Exhibits attached thereto, including these Articles and By-Laws, and to assure the compliance with all the terms there. To that end, the Association shall retain a key or digital access code to all Units and shall require all Owners to provide a key or access code to his or her Unit.

V. MEMBERS

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

1. The Owners of Units in the Condominium shall be members of the Association, shall be over eighteen (18) years of age and use such Units as their single-family residences for themselves, their immediate families (i.e., spouse, parents, children and grandchildren, guests, and invitees) in compliance with the provisions of the Amended and Restated Declaration of Condominium, and no other person or persons shall be entitled to membership.; provided, however, the Board of Directors shall have the specific responsibility and authority to adopt reasonable rules and regulations allowing exceptions hereto consistent with the purpose and intent of such Fair Housing Act and the limitations contained therein.

2. Subject to the provisions of the Amended and Restated Declaration of Condominium and the Amended and Restated By-Laws of this Association, membership shall be established by the acquisition of fee title to a Unit in the Condominium. The membership of any party shall be automatically terminated upon his or her being divested of title to all Units owned by such member in the Condominium. Membership is non- transferable except as an appurtenance to a Unit.

3. On all matters on which the membership shall be entitled to vote, each member shall have one vote for each Unit in the Condominium owned by such member. Such vote may be exercised or cast by the Owner or Owners of each Unit in such manner as is provided for in the

Amended and Restated Declaration of Condominium or in the Amended and Restated By-Laws hereinafter adopted by the Association.

VI. TERM OF EXISTENCE

The Association shall have perpetual existence.

VII. DIRECTORS

The affairs of the Association will be managed by a Board of Directors consisting of no less than three (3) and no more than seven (7) Directors, which number shall be determined from time to time by vote of the Unit Owners. Directors must be members of the Association.

Directors of the Association shall be elected in the manner provided by the Amended and Restated By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Amended and Restated By-Laws.

Directors shall serve terms as set forth in the Amended and Restated By-Laws, and any vacancies in their number occurring before the election shall be filled by the remaining Directors, as the Amended and Restated By-Laws provide.

The Board of Directors shall have the power to adopt the budget of the Association. The

Association shall be managed by the officers set forth in ARTICLE VIII herein.

VIII. OFFICERS

The officers of the Association shall be elected by the Board of Directors at the Organizational Meeting of the Board held within ten (10) days of each annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors.

IX. INDEMNIFICATION

The Association shall indemnify its officers and directors as provided in the Amended and Restated By-Laws.

X. AMENDMENTS

Amendments to these Articles may be proposed and adopted in the manner set forth for amendments to the Amended and Restated By-Laws of the Association and all rights conferred upon members herein are granted subject to this reservation and its lawful exercise.

XI. NON-ASSIGNMENT

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit. The funds and assets of the Association shall belong solely to the Association, subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in the Amended and Restated Declaration of Condominium, these Articles and in the Amended and Restated By-Laws of the Association hereafter adopted.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his/her signature on this 1 day of January 2024.

Signed, sealed and delivered

in the presence of:

Witness (As to Both)

Print: Gloria Gonzalez

Witness (As to Both)

Print: Gloria Gonzalez

KESWICK "B" CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: Peter T. Silbermann

Peter T. Silbermann President

By: Lori Dacunha

Lori Dacunha Secretary

STATE OF FLORIDA)
:ss
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared Peter Silbermann as President, and Lori Dacunha, as Secretary of KESWICK "B" CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, personally known to me or who have produced DL/License (type of identification), and have acknowledged before me by means of ☒ physical presence or ☐ online notarization that they executed the foregoing Certificate of Amendment on behalf of the corporation freely and voluntarily for the purpose therein expressed, and were authorized to do so.

WITNESS my hand and official seal at said County and State, this 1 day of January 2024.

KIMBERLY WILLYARD
Notary Public - State of Florida
Commission # HH 467362
My Comm. Expires Nov 27, 2027
Bonded through National Notary Assn.

Notary Public - State of Florida

Kimberly Willyard

Name of Notary (Please Print)

My commission expires:

CamScanner

AMENDED AND RESTATED BY-LAWS OF

KESWICK B CONDOMINIUM ASSOCIATION, INC.

A Corporation Not for Profit

The By-Laws for KESWICK B CONDOMINIUM ASSOCIATION, INC., were originally recorded as Exhibit 4 to the Declaration of Condominium at OR Book 5907 Page 243 of the Public Records of Broward County, Florida on August 27, 1974 ; and

Said By-Laws were subsequently amended at O.R. Book 10195 Page 164 on March 19, 1982 in the Public Records of Broward County, Florida.

By adoption of these Amended and Restated By-Laws which are attached hereto as Exhibit 3 to the Amended and Restated Declaration, the Association Members hereby adopt certain amendments to the By-Laws and hereby restate the By-Laws in their entirety. By adoption of these Amended and Restated By-Laws, the Members of the Association ratify governance of the Association under the Condominium form of ownership and the provisions of the Condominium Act, Florida Statutes Chapter 718, as same may be amended and/or renumbered from time to time. Any and all Exhibits to the Original By-Laws, and any and all amendments to such Exhibits are incorporated herein by reference as if attached as an exhibit hereto.

ARTICLE 1. GENERAL PROVISIONS.

1.1 IDENTITY – PURPOSE. These are the Amended and Restated By-Laws of that certain Condominium Association, a Florida corporation not for profit (Association), whose name appears in the title of this Document. This Association has been organized for the purpose of administering the affairs of the Condominium.

1.2 BY-LAWS SUBJECT TO OTHER DOCUMENTS. The provisions of these Amended and Restated By-Laws are applicable to said Condominium and are expressly subject to the terms, provisions and conditions contained in the Amended and Restated Articles of Incorporation of said Association, (referred to herein as the "Articles"), the Amended and Restated Declaration of Condominium, (referred to herein as "Declaration"), and Management Agreements which are recorded in the Public Records of Broward County, Florida.

1.3 APPLICABILITY. All Unit Owners, tenants and occupants, their agents, guests, servants, invitees, licenses and employees that use the Condominium Property, or any part

thereof, are subject to these Amended and Restated By-Laws and the documents referred to in Section 1.2 hereof.

1.4 OFFICE. The office of the Association shall be at the Condominium Property, or such other place designated by the Board of Directors of the Association from time to time.

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

1.6 DEFINITIONS. All definitions set forth in the Declaration and Exhibits attached thereto are hereby adopted and incorporated by reference as though set forth herein verbatim.

ARTICLE 2.

MEMBERSHIP, VOTING, QUORUM, PROXIES

2.1 QUALIFICATION OF MEMBERS, ETC. The qualifications of members, the manner of their admission to membership and termination of such membership and voting by members shall be as set forth in the Declaration, Articles, and in these By-Laws.

2.2 QUORUM. The presence in person or by proxy of persons representing at least FORTY (40%) PERCENT of the total voting interests of the Association shall constitute a quorum of the Membership.

2.3 ENTITY OR MULTIPLE OWNERSHIP OF A UNIT. The vote of the owners of a Unit owned by more than one person, other than by a married couple, or by a corporation, trust or other entity shall be cast by the person named in a certificate designating the "Voting Member". Such certificate will be signed by all the owners of such Unit, or the proper corporate officer, filed with the Secretary of the Association, and shall be valid until revoked by a subsequent certificate. If such a certificate is not so filed, the vote of such owners shall not be considered in determining a quorum or for any other purpose. If a Unit is owned jointly by a married couple, they may, but shall not be required to designate a voting member. If they do not designate a voting member, and only one of them cast a vote, that vote shall be valid as if the Unit was owned individually by the person casting the vote. However, if both are present at a meeting and are unable to concur in their decision, then the vote of the Unit shall not be counted.

2.4 VOTING; PROXY. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, and any valid adjournment thereof, and must be filed with the Secretary before the appointed time of the meeting. However, in no event shall a proxy be valid for more than ninety (90) days following the date of the first meeting for which it was issued. Where a Unit is owned by more than one person or a corporation, trust or other entity, the proxy must be signed by the "voting" member. No one person, other than an Officer of the Association, may be designated to hold more than two (2) proxies. In the case of more than one proxy from a particular Unit, the one dated most recently

will be valid.

2.5 VOTING. In any meeting, each Unit Owner, subject to the provisions of Sections 2.3 and 2.4 hereof, shall be entitled to cast one vote. Each Unit shall be entitled to one vote and the vote of such Unit shall not be divisible.

2.6 MAJORITY. Except where otherwise required by the provisions of the Articles, these By-Laws, the Declaration, or where the same may otherwise be required by law, the affirmative vote of the Owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members.

ARTICLE 3.

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP: PROVISO.

3.1 ANNUAL MEETING. The annual members' meeting shall be held in the month of January of each year or upon such other date designated by the Board from time to time, provided that such date shall not be less than ten (10) months or more than thirteen (13) months from the date of the last Annual Meeting. The Annual Meeting shall be held at the office of the Association or at any other location designated by the Board from time to time, at the time designated on the notice thereof for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members.

3.2 SPECIAL MEETING. Special meetings of the Membership shall be held when called by the President or Vice President or by a majority of the Board of Directors. Special meetings must be called by such officers upon receipt of a written request from members of the Association having a majority of the total voting interests of the Association.

3.3 NOTICE OF MEETING. Notice of all members' meetings, regular or special, shall be given by the Association, to each member either by hand-delivery, mail to the last known address of the Owner as same appears in the books and records of the Association, or by electronic notice, and must state the date, time, place and object or purpose for which the meeting is called. Such notice shall be given to each member not less than fourteen (14) days prior to the date set for such meeting. Proof of notice shall be established by the affidavit of the person delivering such notice. Notice shall also be conspicuously posted on the Condominium Property.

3.4 NOTICE TO OTHERS. The Management Firms shall be entitled to notice all Association meetings, entitled to attend the Association meetings, and they may designate such persons as they desire to attend such meetings on their behalf.

3.5 CHAIRMAN. At meetings of membership, the President of the Board shall act as Chairman of the meeting, or in his absence, the Vice President, shall preside, or in the absence of both, the Board of Directors shall select a Chairman.

3.6 ORDER OF BUSINESS. The order of business at Annual Members' Meetings, and,

as far as practical, at any other members' meeting, shall be:

a. Appointment of Election Supervisor and Assistant;
b. Calling of the roll and certifying of proxies;
c. Proof of notice of meeting or waiver of notice;
d. Reading of minutes;
e. Reports of Officers;
f. Reports of Committees;
g. Election of Directors;
h. Unfinished business;
i. New business;
j. Adjournment.

ARTICLE 4.

BOARD OF DIRECTORS.

4.1 MANAGEMENT OF ASSOCIATION. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as Board) consisting of no less than three (3) and no more than seven (7) Directors, as provided for in the Articles of Incorporation, who must be members of the Association.

4.2 ELECTION OF DIRECTORS. Election of Directors shall be conducted in accordance with the provisions of Chapter 718, Florida Statutes, and applicable provisions of the Florida Administrative Code, all as amended and/or renumbered from time to time. In accordance with Florida Statute 718.112(2)(b)2 as amended and/or renumbered from time to time, proxies may not be used in the election of members of the Board.

4.3 VACANCIES. Except as to vacancies created by removal of a majority of the directors by members through recall, vacancies in the Board occurring between annual meetings of members shall be filled by the remaining directors, even if the remaining directors do not constitute a quorum.

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

4.5 REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of the time and purpose of regular meetings shall be given to each Director, personally or by mail, telephone or electronic mail, at least forty-eight (48) hours prior to the date and time named for such meeting, unless notice is waived. Meetings of the Board shall be open to all Unit Owners, unless otherwise permitted to be conducted as a closed meeting by Statute.

4.6 SPECIAL MEETINGS. Special meetings of the Board may be called by the President. Not less than forty-eight (48) hours' notice of such special meeting shall be given to

each Director, personally or by mail, telephone or electronic mail, which notice shall state the time, place and purpose of the meeting. Notwithstanding the foregoing, written notice of any Board meeting at which a nonemergency Special Assessment or an amendment to rules regarding Unit use will be considered must be mailed, delivered, or electronically transmitted to the Unit Owners and posted conspicuously on the Condominium Property at a location established by the Board at least fourteen (14) days prior to the date of the meeting. Evidence of compliance with this 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the Association.

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

4.8 QUORUM. A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in the Articles, these By-Laws or the Declaration. If any Directors' meeting cannot be convened because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, (wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws, or the Declaration) the Directors who are present may adjourn the meeting, from time to time, until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.9 PRESIDING OFFICER. The presiding officer at Directors' Meetings shall be the President, and in the absence of the President, the Vice-President shall preside. In the absence of the President and Vice-President, the Directors present shall designate one of their number to preside.

4.10 RESIGNATION. A Director may resign by giving written notice thereof to the President. A Director shall be deemed to have resigned upon his termination of membership in the Association.

4.11 POWERS AND DUTIES. All of the powers and duties of the Association may be exercised by the Board in the Board's sole discretion. Such powers shall include those powers and duties as set forth in the Articles.

4.12 MANAGEMENT AGREEMENT. The powers and duties of the Board as set forth in the Articles, unless otherwise prohibited by law, may, in addition to others, be delegated to a Management Firm.

4.13 REMOVAL OF DIRECTORS. Any member of the Board of Directors may be

recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all voting interests in the Association.

4.14 PROVISO. Notwithstanding anything herein contained to the contrary, the Directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify or abridge the rights, privileges and immunities of the Management Firms as set forth in the Declaration, the Articles, these By-Laws, and the Management Agreements.

4.15 COMMITTEES. The Board may establish committees and may delegate portions of its responsibilities to such committees established for various purposes. All committee recommendations are to be approved by the Board.

4.16 MANNER OF COLLECTION OF COMMON EXPENSES. The provisions of Section 14 of the Declaration of Condominium, as amended and/or renumbered from time to time, setting forth the manner of Collection of Common Expenses and other charges are incorporated herein by reference.

ARTICLE 5.

OFFICERS

5.1 GENERALLY. The officers of the Association shall be a President, a Vice President, a Treasurer, a Secretary, all of whom shall be elected by the Board of Directors. They may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. The Officers of the Association shall be entitled to receive an honorarium in an amount to be decided at the discretion of and subject to the approval of a majority of the Board.

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

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

5.4 SECRETARY. The Secretary shall keep the minutes of all proceedings of the Directors and the members; attend to the giving, serving and posting of all notices to the members and directors; have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; keep the non-financial records of the

Association; and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or President.

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

The duties of the Treasurer, including the retention of any and all books of the Association, may be fulfilled by the Management Firm as provided in a Management Agreement executed by the Association.

5.6 The compensation of all officers, if any, and employees of the Association shall be fixed by the Directors.

ARTICLE 6.

FISCAL MANAGEMENT: ASSESSMENT: LIENS.

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

6.1 MANNER AND NOTIFICATION. The Board of Directors shall, as required by F.S. 718 from time to time, fix and determine the sums necessary to pay all the Common and Limited Common Expenses of the Condominium, including maintenance of proper reserves, pursuant to the provisions of the Declaration, Management Agreement, Articles, and these By-Laws. All payment required by the aforementioned instruments are Common Expenses of the Condominium. The same shall be assessed against the Unit Owners as provided in the Declaration and all the Exhibits attached thereto. These powers shall be subject to the provisions of the Management Agreement and shall not be construed as being the power of the Management Firm under the Management Agreement to determine sums due under that instrument. The Association shall also, if requested, collect master management fees, for the benefit of the Master Management Firm.

6.2 PROPOSED BUDGET. A copy of the proposed annual budget shall be mailed or electronically transmitted to Unit Owners not less than fourteen (14) days prior to the date of the meeting at which the budget will be considered together with a notice of the meeting.

6.3 DEPOSITORY: WITHDRAWALS. The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors. Should the Association employ a Management Firm or Managing Agent and should in the course of such employment said Management Firm or Managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, and in such event, any

Agreement with such Management Firm or Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement. The provisions of the preceding sentence shall, where applicable, apply to the provisions of Sections 6.3 and 6.4 hereof.

6.4 RECORDS. The Official Records of the Association shall be maintained in accordance with the provisions of §718.111(12), Florida Statutes, as same may be amended and/or renumbered from time to time. The Association shall have the right to promulgate rules and regulations regarding the inspection and copying of Association Records.

6.5 FIDELITY BONDS; PROVISO. Fidelity bonds shall be obtained by the Board for the Treasurer, Assistant Treasurer, if any, and all officers and employees of the Association handling or responsible for Association's funds, and for any contractor handling or responsible for Association's funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association as a Common Expense.

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

6.7 PAYMENTS ASSESSMENTS. Except as specified to the contrary, funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentage provided in the Declaration. Said Assessments shall be payable monthly, in advance, without notice, and shall be due on the first day of each month, unless otherwise required by the Board. Special Assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular Assessments, except notice thereof shall be given, and shall be payable in the manner determined by the Board. FAILURE TO PAY ANY ASSESSMENT WITHIN TEN (10) DAYS FROM THE DATE DUE SHALL ENTITLE THE ASSOCIATION TO LEVY AN ADMINISTRATIVE LATE CHARGE AGAINST THE DEFAULTING UNIT OWNER NOT TO EXCEED THE HIGHEST AMOUNT PERMITTED BY LAW.

6.8 ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENTS. If a Unit Owner shall be in default in the payment of an installment upon any Assessment, the Board may accelerate the remaining monthly installments for the remainder of the budget year. Such accelerated Assessments shall be due and payable on the date the claim of lien is filed.

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

and for the purpose of setting forth the power of the Board.

6.10 DEFAULT IN PAYMENT OF ANY ASSESSMENT: LIEN. In the event of a default by a Unit Owner in the payment of any Assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Condominium Act as amended and/or renumbered from time to time, and the liability of the Owner of the Condominium Unit shall include liability for reasonable attorneys' fees and for court costs incurred by the Association incident to the collection of such Assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, and the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the Unit Owner may be required to pay a reasonable rental for the Unit. Nothing herein contained shall bar a suit to recover a money judgment for unpaid Assessments without waiving the lien securing the same.

ARTICLE 7.

COMPLIANCE AND DEFAULT.

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration, the Articles, these By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time. The Association shall have the right to levy fines for non-compliance in the manner set forth by the Condominium Act, as amended and/or renumbered from time to time. In addition, the failure of a Unit Owner to comply with any provision of the Governing Documents shall entitle the Association, or other Unit Owners, to pursue an action for damages or for injunctive relief or both, and to seek the following relief, in addition to the remedies provided by the Condominium Act, as amended and/or renumbered from time to time.

7.1. COSTS AND ATTORNEY FEES. The costs and reasonable attorney's fees incurred by the Association, including all attorney's fees and costs: (1) prior to the filing of any legal proceeding, (2) subsequent to the filing of any legal proceeding, and (3) those resulting from any appellate proceedings, in any action against an Owner to enforce any provision of the Declaration, the Articles of Incorporation, By-Laws, or Rules and Regulations, all as may be amended from time to time, shall be a personal obligation of such Owner which shall be paid by such Owner and any amount thereof which remains due and unpaid shall be a continuing lien upon such Owner's Unit, collectible in the same manner as an Assessment, pursuant to §718.116, Florida Statutes as amended and/or renumbered from time to time.

7.2. NO WAIVER OF RIGHTS. The failure of the Association or any Unit Owner to enforce any provision of the Condominium Act, the Declaration, the Articles, these By-Laws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

7.3 NO ELECTION OF REMEDIES. All rights, remedies and privileges granted to the Association or Unit Owners under any terms or provisions of the Condominium Documents

shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

7.4 SAFETY VIOLATIONS: Any violations which are deemed by the Board to be a hazard to public health of safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit Owner as a specific item and shall be a lien against said Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to such Unit Owner.

7.5 LIABILITY OF UNIT OWNERS. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include but not be limited to any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. Any expenses incurred by the Association as a result of a Unit Owner's negligence or that of his family members, guests or invitees, shall be collectable in the same manner as an Assessment pursuant to the Declaration, including lien and foreclosure pursuant to §718.116, Florida Statutes as may be amended and/or renumbered from time to time.

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

7.7 LIABILITY OF UNITS TO MASTER MANAGEMENT FIRMS. The Unit Owners who are bound by the Master Management Agreement shall be directly responsible for payments thereunder to the Master Management Firm as applicable. However, in the event that the Association, on its own behalf or as a representative of the Unit Owners, incurs liability to the Master Management Firm, or the same shall be deemed the joint and several responsibilities of both the Association and the Unit Owners, and said Master Management Firm may proceed to collect the same in its own name. This covenant is for the benefit of the Master Management Firm and may not be modified except with the written consent of said Master Management Firm.

7.8 CORRESPONDING DEFAULT. A breach of these By-Laws shall be deemed, in the context required, a breach of the Management Agreement. The Management Firm shall have all power of enforcement of the Association.

7.9 SURVIVING LIABILITY. Termination of membership in the Association shall not

relieve said party from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.

7.10 EXCESS LIABILITY. The Association shall give notice to the Unit Owners of excess liability as provided in F.S. 718.119(3), as may be amended and/or renumbered from time to time.

7.11 FINES AND SUSPENSIONS. The Association may levy reasonable fines for the failure of the Owner of the Unit or its occupant, guest, licensee, or invitee to comply with any provision of the Declaration, the Articles, By-Laws, or the Rules and Regulations. Unless otherwise permitted by law, a fine may not become a lien against a Unit. A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided herein. However, the fine may not exceed $100 per violation per day, or $1,000 in the aggregate, unless otherwise permitted by law.

(a) An Association may suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's tenant, guest, or invitee, to use the Common Elements, Common Facilities, or any other Association Property for failure to comply with any provision of the Declaration, By-Laws, Articles, or Rules and Regulations of the Association. This Section does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit, or parking spaces.

(b) In accordance with FS 718.303(3)(b) as may be amended and/or renumbered from time to time, a fine or suspension levied by the Board may not be imposed unless the Board first provides at least fourteen (14) days' written notice and an opportunity for a hearing to the Unit Owner and, if applicable, its guest, occupant, licensee, or invitee. The hearing must be held before a committee of at least three (3) Unit Owners who are neither Board members nor persons residing in a Board member's household or a member of their family. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the committee does not agree with the fine or suspension, the fine or suspension may not be imposed.

ARTICLE 8.

LIMITATION OF LIABILITY.

Notwithstanding the duty of the Association or Management Firm to maintain and repair the Condominium Property, they shall not be liable for injury or damage caused by latent condition in the property nor for injury or damage caused by the elements, or by other Owners or persons.

ARTICLE 9.

PARLIAMENTARY RULES.

ROBERTS RULES OF ORDER (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declaration, the Articles, these By-Laws, Management Agreements, or with the Statutes of the State of Florida, all as amended from time to time.

ARTICLE 10.

AMENDMENTS TO BY-LAWS, EXCEPT AS TO USE AND DECORUM.

Amendments to these By-Laws, except amendments relating to the use and decorum of the Condominium Property, as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

10.1 PROPOSAL. Amendments to these By-Laws may be proposed by the Board acting upon a vote of the majority of the Directors or by members of the Association having a majority of the voting interests in the Association, whether meeting as members or by an instrument in writing signed by them.

10.2 VOTE NECESSARY; RECORDING. In order for such proposed amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the entire membership of the Board and by an affirmative vote by not less than two-thirds (2/3) of the voting interests of the Association appearing in person or by proxy at a duly noticed meeting of the membership of the Association called in accordance with the provisions of these By-Laws at which a quorum is established. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by an Officer of the Association with the formalities of a deed, and a copy thereof shall be recorded in the Public Records of Broward County, Florida. Such amendment shall be deemed effective upon the date of recording in the public records.

10.3 PROVISO. Notwithstanding the foregoing provisions of this ARTICLE 10, no amendment to these By-Laws which affects the Management Firms may be adopted or become effective without the prior written consent of the affected Management Firm, the Recreation Management Firm and/or Master Management Firm.

ARTICLE 11

BY-LAWS PERTAINING TO USE AND DECORUM.

11.1 DEFINITION. "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, noise, use of Units, use of Common Elements and Limited Common Elements.

11.2 SCOPE; REMEDY BY-LAWS FOR VIOLATION. These By-Laws are reasonably calculated to promote the welfare of the Unit Owners. The violation of such By-Laws shall be subject to the provisions of Article 7 of these By-Laws.

11.3 AMENDMENTS. Amendments to By-Laws pertaining to use and decorum may be proposed by the Board at any regular or special meeting of the Board and shall become

effective when approved by an affirmative vote of the majority of the membership of the Board. Thereupon, such amendment or amendments shall be transcribed, certified by an Officer of the Association and shall become effective when recorded in the Public Records of Broward County, Florida. A copy thereof shall be furnished to the Owners. However, the failure to furnish copies of such amendments shall not affect the force, effect and/or validity thereof.

11.4 RULES AND REGULATIONS. The Association may promulgate Rules and Regulations concerning the use and decorum of the Condominium Property. Said additional Rules and Regulations shall have effect upon posting in a conspicuous place on the Condominium Property and shall have the dignity of By-Laws.

ARTICLE 12.

RULES AND REGULATIONS

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

1. All Owners shall provide complete, accurate and current emergency contact information to the Association.

2. Guest occupancy is restricted.

3. The rental, leasing or subleasing of Units is strictly prohibited, unless the Association's Board of Directors grants a Unit Owner a one-time hardship exception to rent, lease, or sublease the Unit for a period not to exceed one (1) year.

4. One unit owner shall be designated to vote on behalf of each unit.

5. Large satellite dishes or antennae that are visible from the roadway are strictly prohibited.

6. Exterior patios at or on ground level contiguous to any individual Unit are not permitted.

7. The sidewalk, entrances, passages, catwalks, stairways, landings and all other areas must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises. No carriages, bicycles, velocipedes, wagons, shopping carts, chairs, benches, tables, walkers or any other object of a similar type and nature shall be placed or stored therein. Loitering on catwalks, stairways, or other Common Elements is strictly prohibited.

8. The personal property of all Unit Owners shall be stored within their Units or the specific areas assigned to them for storage purposes, provided, however, that no Owner may store any personal property on, or make any use of, the porch within the boundaries of their Unit which is unsightly when viewed from the exterior of the Unit nor shall be made any use of the same which interferes with the comfort, convenience or peaceful enjoyment of other Owners, as determined by the Board of Directors of the Association.

9. No garbage cans, supplies, plants, or other articles of personal property shall be placed on the catwalks, or on the staircase landings, nor shall any linens, clothes, clothing, curtains, rugs, mops or laundry of any kind, or any other article, be shaken or hung from any of the windows, doors or catwalks, or exposed to or on any part of the building or porches within any Unit. The common areas shall be kept free and clear of rubbish, debris, and other unsightly material.

10. No Unit Owner shall allow anything whatsoever to fall from the catwalk, window, doors or porch of the premises, nor shall they sweep or throw from the premises any dirt or other substance into any of the catwalks, halls, laundry or storage rooms, balconies, or elsewhere in the building or upon the grounds.

11. Owners shall obtain permission from the Board for major additions, alterations or modifications to a Unit. All construction work requiring a permit shall be performed by a duly licensed contractor. Owner shall provide to the Association a detailed description of the work to be performed to ensure that the work performed does not violate any requirements, rules or regulations of the Association and to demonstrate that there will be no adverse impact to common areas caused by the construction work. The contractor shall obtain permits for all construction work requiring such a permit, which shall be visibly displayed on a front window of their Unit prior to and during the permitted activity.

12. There shall be no smoking in any common areas such as parking areas, catwalks and patios or exterior limited common areas such as screened porches or areas exposed to the outside.

13. Owner shall replace hot water system every 12 years for permanent residents living in the Unit and 18 years for part time residents. Documentation of the age of the system and date of replacement shall be provided to the Association.

14. All refuse, cans and garbage shall be securely wrapped in plastic bags and disposed of into designated trash containers located on or near the Condominium Property.

15. Bulk trash shall be placed in the designated area no earlier than mid-day on the day before scheduled bulk trash pickup by the City. No construction materials, large appliances or debris shall be allowed to be placed in the bulk trash area.

16. Trash, debris, air conditioners or appliances from construction, renovations, upgrades, repairs or the like to any Unit shall be removed from the property by the

Unit Owner's vendor or contractor providing such service.

17. Any fines levied to the Association by the local municipality or other third party shall be transferred to the offending Unit Owner.

18. Servants and domestic help of the Unit Owners may not gather or lounge in the public areas of the building or grounds.

19. The parking facilities shall be used in accordance with the provisions of the Declaration and Rules and Regulations adopted by the Board from time to time. Each Unit Owner shall park his or her automobile in his or her assigned space. All parking spaces not assigned shall be used by guests of the Unit Owners only except such spaces as may be designated for the temporary parking of delivery vehicles. No parked vehicles shall block, encumber, or otherwise impede access to or from NO PARKING areas, driveways, entrances and walkways. Vehicles improperly parked may be towed away at Owners' expense as provided for by Section 715.07, Florida Statutes, as amended and/or renumbered from time to time. All guest parking areas are for temporary/short term guest parking only. No Unit Owner shall have the exclusive right to use or the exclusive use of any one guest parking space. Bicycles shall be parked only in areas designated by the Board of Directors and shall be kept in functional use and not constitute an eyesore. Automobiles shall be kept in reasonable visual and working condition so as not to be an eyesore to the property.

20. No Unit Owner shall make or permit any disturbing noises in the building by any person or animal nor do or permit anything by such persons or animals that will interfere with the rights, comforts, or convenience of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon, any musical instrument, or operate or suffer to be operated, televisions, radios or sound amplifier, or other excessively noisy device in his Unit, in such manner as to disturb or annoy other occupants of the Condominium. No Unit Owner or guest shall use heavy exercise equipment that comes in contact with the floor or walls so as to produce disturbing noises that will interfere with the rights, comforts or convenience of other Unit Owners.

21. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on, or upon any part of the Condominium Unit that is visible from outside the Unit or Condominium Property unless approved in advance by the Board. In the case of a holiday decoration or symbol, such items shall be placed or installed no more than 30 days before and removed when requested by the Board or within 30 days after the occasion or holiday.

22. No awning, enclosure, canopy, shutter, or like item, except hurricane shutters, shall be attached to, or placed upon, the porch within any Unit, windows, doors, walls or roof of the building except as provided in the Declaration or approved by the Association.

23. The Association shall retain a key to all Units. No Unit Owner or occupant

shall alter any lock or install a new lock without the written consent of the Board. Each Unit Owner shall provide the Association with an additional key for use of Association pursuant to its right of access to the Unit.

24. No Owner may own more than 2 Units in Keswick B and one such Unit shall be the permanent residence of that Owner.

25. No cooking shall be permitted on any porch, catwalk or Common Element nor shall any goods or beverage be consumed outside of a Unit except in areas designated for that purpose by the Board.

26. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit except those required for normal household use, nor shall same be stored or maintained in or on the Common Elements.

27. Individual storage cubicles are assigned, upon request by the Association, for the use and convenience of our Unit Owners. Such cubicles are common building property of the Association and permission of use may be reclaimed by the Board. Cubicles are not to be used for storage of flammable items and the cubicles and common storage areas must be kept clean, neat and orderly at all times.

28. Each Unit Owner who plans to be absent from his Unit during the hurricane season, or for more than thirty (30) consecutive days must prepare his or her Unit prior to departure by: (1) removing all furniture, plants and other objects from his or her porch prior to departure; and (2) designating a responsible firm or individual to care for his or her Unit, should the Unit suffer hurricane damage, and furnishing the Board with the name of said firm or individual. Such firm or individual shall contact the Board for clearance to install or remove non-permanent hurricane shutters. Any Owner who is absent from his or her Unit must appoint a person to inspect the Unit regularly. The name of the person assigned to inspect the Unit must be provided to the Association.

29. Except as required by law and approved by the Board, no Unit Owner shall keep or harbor any walking pet or animal on the Condominium Property or within the confines of his Unit. No other pets may be kept without the written consent of the Board. Such consent may be given upon such conditions as the Board may prescribe and shall be deemed provisional and subject to revocation at any time. No animal or pet shall be maintained or harbored within a Unit that would create a nuisance to any other Unit Owner. A determination by the Board that an animal or pet maintained or harbored in a Unit creates a nuisance shall be conclusive and binding upon all parties. Evidence of annual vaccination shall be provided to the Board.

30. No Unit may be occupied by any person under eighteen (18) years of age, except that minor children under 18 years of age may be permitted to visit for reasonable periods not to exceed thirty (30) days in any calendar year. However, any such visitor under the age of 18 may only use the Recreation Services and Facilities pursuant and subject to such Rules

and Regulations concerning such use. Persons over the age of 18 and under the age of 55 may reside in the Unit provided the Unit Owner over the age of 55 is present.

31. No Unit may be used for any commercial or business purpose. No Unit Owner may actively engage in any solicitations for commercial purposes within Century Village, Deerfield Beach, Florida, nor shall any solicitor of a commercial nature be allowed on the Condominium Property without the prior written consent of the Board.

32. No radio or television installation or modification or other wiring shall be accomplished by a Unit Owner without the prior written permission and approval of the Board. No antenna may be placed on the exterior of the Condominium Property or any Common Element.

33. Complaints of any nature as well as those concerning the use of the building property and/or service to the same shall be made in writing, signed by the complaining party and delivered to the Association.

34. Laundry rooms are to be left in a neat and orderly fashion at all times, including but not limited to, the removal of lint from dryers. The doors to the laundry rooms shall be closed at all times and the lights turned off when the machines are not in use. Clothes washers and dryers shall not be operated before 8:00 A.M. or after 9:00 P.M.

35. The Board may levy a fine of $100 against any Unit Owner who violates any of these rules and regulations. For an ongoing violation, the fine shall continue on a daily basis until the offense has been rectified.

ARTICLE 13.

INDEMNIFICATION.

13.1 OFFICER and DIRECTORS. The Association shall and does hereby indemnify and hold harmless every Director and every officer, his heirs, executors and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he or she shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or officer may be entitled.

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

ARTICLE 14.

UNIT OWNERS' RESPONSIBILITY CONCERNING LIENS AND TAXES.

14.1 LIENS AND TAXES. All liens against a Condominium Unit, other than for permitted mortgages, taxes or Special Assessments, shall be satisfied or otherwise removed within ten (10) days of the date the lien attaches. All taxes and Special Assessments upon a Condominium Unit shall be paid at least thirty (30) days before becoming delinquent or as provided in the Declaration, or these By-Laws, whichever is sooner.

14.2 NOTICE TO ASSOCIATION. A Unit Owner shall give notice to the Association and Management Firm of every lien upon his Unit, other than for permitted mortgages, taxes and Special Assessments, within (5) days after the attaching of the lien.

ARTICLE 15.

COVENANT OF CO-OPERATION.

Management Firms. The Association hereby covenants to do all things necessary to effectuate the purposes of the Management Agreement and Master Management Agreement including, but not limited to: the giving of permission to employees of said Management Firms to enter the Condominium Property; the granting of all necessary easements for installation and maintenance of those items and equipment necessary for compliance with the Management Agreements; the giving of assistance necessary in the collection of fees and Assessments; and obtaining of ratification of those Agreements by subsequent purchasers; etc.

ARTICLE 16.

CONFLICT.

In the event of any conflict between the By-Laws contained herein, or from time to time amended or adopted, and the Declaration of Condominium, or the Management Agreements, the Declaration and Management Agreements shall prevail.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his/her signature on this 9 day of January 2024.

Signed, sealed and delivered
in the presence of:

Witness (As to Both)

Print: Gloria Gonzalez

KESWICK "B" CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: Peter T. Silberman

Peter T. Silberman, President

CamScanner

Witness (As to Both)

By: _____

Print: Gloria Gonzalez _____ Lori DaCunha, Secretary

STATE OF FLORIDA)
:ss
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared Peter Silberman as President, and Lori DaCunha as Secretary of KESWICK "B" CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, personally known to me or who have produced Drivers License (type of identification), and have acknowledged before me by means of ☒ physical presence or ☐ online notarization that they executed the foregoing Certificate of Amendment on behalf of the corporation freely and voluntarily for the purpose therein expressed, and were authorized to do so.

WITNESS my hand and official seal at said County and State, this 9 day of January 2024.

KIMBERLY WILLYARD
Notary Public - State of Florida
Commission # HH 467362
My Comm. Expires Nov 27, 2027
Bonded through National Notary Assn.

_____
Notary Public - State of Florida

Kimberly Willyard
Name of Notary (Please Print)

My commission expires:

CamScanner