

**AMENDMENT TO THE BY-LAWS
OF VENTNOR H CONDOMINIUM
ASSOCIATION, INC.
A Corporation Not for Profit Under
the Laws of the State of Florida**

ARTICLE 1. GENERAL PROVISIONS

1.1 IDENTITY - PURPOSE. These are the BY-LAWS of that certain CONDOMINIUM ASSOCIATION, a Florida Corporation not for profit (ASSOCIATION), known as Ventnor "H" Condominium. This ASSOCIATION has been organized for the purpose of administering the affairs of the CONDOMINIUM established pursuant to the DECLARATION thereof to which these BY-LAWS are attached.

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

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

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

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

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

ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

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

2.2 QUORUM. Persons having twenty percent (20%) percent of the total votes of the ASSOCIATION shall constitute a quorum. The joinder of a member in the action of the meeting by signing and concurring in the minutes thereof, within ten (10) days from the date thereof, shall constitute the present of such person for the purpose of determining a quorum.

2.3 CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT. The vote of the owners of an UNIT owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate designating the "Voting Member". Such certificate will be signed by all of the owners of such UNIT, or the proper corporate officer, filed with the Secretary of the ASSOCIATION, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed the vote of such owner shall not be considered in determining a quorum or for any other purpose.

2.4 VOTING; PROXY. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting. A proxy shall be valid for a period longer than ninety (90) days after the date of first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. Where a UNIT is owned by more than one person or corporation or other entity the proxy must be signed by the "voting" member. The proxy form must conform to any requirement of the Condominium Act and applicable Administrative Rules. An executed original appearing to have been transmitted by the authorized person, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy form are all valid. Holders of proxies need not be members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner determined by resolution of the Board.

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

2.6 MAJORITY. Except where otherwise required by the provisions of the ARTICLES OF INCORPORATION, these BY-LAWS, or 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.

2.7 ELECTRONIC VOTING. In the event the Board shall implement electronic (online) voting, it shall be the duty of the board to obtain a written consent from each member opting into online voting, which shall be valid until revoked, and the Board must follow the requirements listed below:

- i. Each member will be provided with a method to authenticate the member's identity ~~through~~ the online voting system.
- ii. Fourteen (14) days prior to each voting deadline, each member's electronic device will be checked to ensure successful communication with the online voting system.
- iii. The online voting system that the ASSOCIATION uses will:
 - A. Authenticate each member's identity.
 - B. Authenticate the validity of each electronic vote to ensure that it is not altered in any way after submission.
 - C. Transmit a receipt from the online voting system to each member who casts such vote.
 - D. In the case of a secret election, permanently separate any authentication or identifying information from the electronic election ballots.
 - E. Store and keep electronic ballots accessible to election officials for recount, inspection and review purposes.

2.8 SUSPENSION OF VOTING RIGHTS. The ASSOCIATION shall suspend the voting rights of a unit or member due to nonpayment of any fee, fine, or other monetary obligation due to the ASSOCIATION which is more than ninety (90) days delinquent. A voting interest or consent right allocated to a unit or member which has been suspended by the ASSOCIATION shall be subtracted from the total number of voting interests in the ASSOCIATION, which shall be reduced by the number of suspended voting interests when

calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under this chapter or pursuant to the Declaration, Articles of Incorporation, or By-Laws. The suspension ends upon full payment of all obligations currently due or overdue to the ASSOCIATION.

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

3.1 ANNUAL MEETING. The annual members' meeting shall be held at the office of the ASSOCIATION, Deerfield Beach, at the time designated on the notice thereof, on a date between December 1st and December 31st, for the purpose of electing directors and of transacting any other business authorized to be transacted by members.

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

3.3 NOTICE OF MEETING; WAIVER. Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the ASSOCIATION, to each member, unless such notice is waived in writing. Such notice will be written and will state the time, place and object for which the meeting is called. Such notice shall be given or mailed to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting. If hand-delivered, receipt of such notice shall be signed by the member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, first-class, postage prepaid, addressed to the member at his post office address as it appears on the records of the ASSOCIATION. Proof of such mailing shall be given by the Affidavit of the person giving the notice.

3.4 NOTICE TO OTHERS. The LESSOR and MANAGEMENT FIRMS shall be entitled to notice of all ASSOCIATION meetings, entitled to attend the ASSOCIATION meetings, and they may designate such persons as they desire to attend such meetings on their behalf.

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

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

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

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

- a. Calling of the role and certifying of proxies;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading of minutes;

- d. Reports of Officers;
- e. Reports of Committees;
- f. Appointment by Chairman of Inspectors of Election;
- g. Election of Directors; SUBJECT, however, to all the provisions of these BY-LAWS and THE DECLARATION;
- 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 five (5) persons and no more than seven (7), which number shall be determined from time to time by the Board of Directors. All Directors shall be members of the ASSOCIATION, and the President and Treasurer must be full-time residents. The term of each Director's service shall extend until the next meeting of the members and, thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided for herein.

4.2 FIRST BOARD. The first BOARD consisted of three persons, none of whom were members of the ASSOCIATION. The first BOARD consisted of persons designated by the SPONSOR and it was determined that they shall serve so long as SPONSOR is the owner of any UNIT in CENTURY VILLAGE, Deerfield Beach, Florida, or until December 31, 1982, or until the SPONSOR elects to terminate its control of the CONDOMINIUM, whichever occurs first, and their successors are elected. The actions of the First Board did not involve or pertain to the LESSOR.

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

a. At each election meeting, the members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be filled, and additional Directors if desired. Not less than sixty (60) days before the scheduled election meeting, the Association must send notice to each Owner of the date. Not less than forty (40) days prior to the date of the election meeting, eligible candidates must deliver to the Secretary of the Association, written notice of his or her desire to run for the Board of Directors in order to be eligible to be placed on the election ballot. Any candidate may furnish the Association with an information sheet which shall be no larger than 8 ½ inches by 11 inches. The candidate's information sheet, if any, must be received by the Secretary by no later than thirty-five (35) days prior to the meeting, unless a later date is permitted by the Administrative Rules or Condominium Act as amended from time to time. The Association shall have no liability for the contents of this information sheet prepared by the candidate.

b. Not less than thirty (30) days prior to the date of the election meeting, the Association shall provide a notice to all Owners reminding them of the date, time and place of the election meeting, together with a ballot listing all eligible candidates and any information sheets received from same. No Owner shall permit any other person to cast his ballot, and any such ballots improperly cast shall be deemed invalid. The Association shall follow any Administrative Rules applicable to safeguarding the secrecy of ballots. In the election of Directors, there shall be appurtenant to each Unit as many votes as there are Directors to be elected.

No voting representative of any Unit may cast more than one vote for any candidate, it being the intent that casting ballots in the election of Directors shall be non-cumulative. The candidates receiving the highest number of ballots cast shall be declared elected, except that any tie(s) shall be decided as permitted by the applicable Administrative Rules. The determination of which Director receives which term shall be determined based on the number of ballots cast, such that the candidates receiving the most ballots cast shall obtain the longer terms. A newly elected Director shall take office immediately upon the adjournment of the election and annual meetings.

Provisos. Notwithstanding the foregoing to the contrary, the following shall apply:

a. An election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board to be filled. In that event, the Association shall announce the new Directors at the annual meeting, and all candidates take office as Directors immediately following the adjournment of the annual meeting.

b. In the event that the membership fills vacancies after recall, then the election of Directors to fill the vacancies shall be governed by the procedures set forth in the applicable Administrative Rules.

4.4 ORGANIZATIONAL MEETING. The organizational meeting of the 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 OF THE BOARD OF DIRECTORS. 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 electronically, at least three (3) days prior to the day named for such meeting, unless notice is waived.

4.6 OWNER PARTICIPATION AT BOARD MEETINGS. Meetings of the Board of Directors shall be open to all members to attend and observe. The right to attend Board meetings includes the right to speak with reference to all designated agenda items, subject to the written RULES AND REGULATIONS adopted by the Board of Directors governing the frequency, duration and manner of owners' statements. Any owner may tape record or videotape meeting of the Board of Directors, subject to any applicable Administrative Rules, and written RULES AND REGULATIONS adopted by the Board of Directors. Notwithstanding the foregoing to the contrary, no owner may videotape or tape record at any Board meeting unless the owner provides written notice of his or her intention to do so, which notice is received by the ASSOCIATION no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

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

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

4.9 NOTICE. The LESSOR and the MANAGEMENT FIRMS shall be entitled to the notice of all Board of Directors' meetings and shall be entitled to attend the Board meetings, and may designate such persons as it desires to attend such meetings on its behalf.

All notices of meetings shall state the purpose of the meeting. Notice of all meetings shall state the agenda for the meeting, including any details of any (annual or special) Assessment which will be discussed, considered or approved. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meetings through the use of a telephone conference so long as it complies with the requirements of the applicable Administrative Rules, as amended from time to time. A Director participating in a meeting by this means is deemed to be present in person at the meeting. Notices of all Board meetings shall be posted conspicuously on the Condominium property at least forty-eight (48) continuous hours in advance, except in an emergency. Written notice of any Board meeting at which non-emergency Special Assessments, or at which RULES AND REGULATIONS regarding use of the units will be proposed, discussed or approved shall be mailed, electronically transmitted, or delivered to the owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the Board meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by those persons specified in the Condominium Act as amended from time to time and filed among the official records of the ASSOCIATION.

4.10 QUORUM. A quorum at a Directors' meetings 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 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 these BY-LAWS, or THE DECLARATION) the Directors who are present may adjourn the meeting, from time to time, until a quorum, or until the required percentage of attendance is greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of the meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for all purposes including determining a quorum, provided that the same be accomplished within ten (10) days from the date of the meeting.

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

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

4.13 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 power shall include without limiting the generality of the foregoing, the following:

- a. To make, levy and collect assessments against members and members' UNITS to defray the cost of the CONDOMINIUM, and to use the proceeds of said assessments in the exercise of the powers and duties granted to the ASSOCIATION, including the collecting and making payments due under the LONG-TERM LEASE and MANAGEMENT AGREEMENT.
- b. The maintenance, repair, replacement, operation, improvement, and management of the CONDOMINIUM wherever the same is required to be done and accomplished by the ASSOCIATION for the benefit of its members;

- c. The reconstruction of improvements after casualty and the further improvement of the property, real and personal;
- d. To make and amend rules and regulations and BY-LAWS governing the use of the property, real and personal, in the CONDOMINIUM, so long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the DECLARATION and EXHIBITS attached thereto.
- e. To approve or disapprove owners and proposed purchasers or lessees of UNITS and to exercise or waive the ASSOCIATION's right to disapprove of the ownership, sale or leasing of any UNIT in the manner specified in the DECLARATION.
- f. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including UNITS in the CONDOMINIUM, as may be necessary or convenient in the operation and management of the CONDOMINIUM and in accomplishing the purposes set forth in THE DECLARATION.
- g. To enter into and ratify a LONG- TERM LEASE to provide recreation areas and facilities for the use and enjoyment of the members of the ASSOCIATION.
- h. To contract for the management of the CONDOMINIUM property and to delegate to such contractors such powers and duties of the ASSOCIATION, as the ASSOCIATION deems fit. To lease or concession such portions thereof and to ratify and confirm any existing leases of any part of the CONDOMINIUM PROPERTY.
- i. To enforce, by legal means, the provisions, THE DECLARATION and any EXHIBITS attached thereto and the RULES AND REGULATIONS promulgated governing the use of the CONDOMINIUM PROPERTY.
- j. To pay all taxes and assessments which are liens against any part of the CONDOMINIUM PROPERTY, other than UNITS, and appurtenant buses thereto, and to assess the same against the members and their respective UNITS.
- k. To carry insurance for the protection of the members and the ASSOCIATION against casualty and liability, as required by the DECLARATION OF CONDOMINIUM.
- l. To pay all costs of power, water, sewer and other utility services rendered to the CONDOMINIUM which is not the specific responsibility of the owners of the separate units or is not provided by Master Management / Bay Management.
- m. To employ personnel, for reasonable compensation, to perform the services required for proper administration of the purposes of the ASSOCIATION, including accountants, attorneys, contractors and other professionals; and
- n. To enter any UNIT during reasonable hours as may be necessary in accordance with the provisions of F.S. and to effectuate the purposes of the DECLARATION OF CONDOMINIUM and all EXHIBITS attached thereto, including these BY-LAWS, and to assure the compliance with all the terms thereof. To that end, the ASSOCIATION shall retain a pass key to all UNITS.
- o. To levy Special Assessments against the members with the approving vote of a majority of the UNIIT OWNERS for any amount that exceeds twenty-five percent (25%) of the annual budget, including reserves.

4.14 MANAGEMENT AGREEMENT. The foregoing powers may, in addition to others, be delegated to the MANAGEMENT FIRM in accordance with the MANAGEMENT AGREEMENT.

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

In addition, upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed from office but shall remain on the Board, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written agreement or at any meeting called for that purpose.

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

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

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

4.19 ESTABLISHMENT OF FEES IN CONNECTION WITH TRANSFERS SUBJECT TO APPROVAL OF THE BOARD. The BOARD shall establish a fee to be charged by the ASSOCIATION, or its designee, to reimburse the ASSOCIATION, or its designee, for the expenses in connection with actions permitted to be taken pursuant to the provisions of Paragraph 12 of THE DECLARATION. Such fees may include, but not be limited to, such sum as the BOARD determines as necessary to conduct any investigation and pay administrative and counsel fees. The BOARD may determine the amount of such fees and the transferee will be responsible therefore. Should such fees be established for such purpose, the payment of the same shall be a condition subsequent to any of approval of the BOARD granted pursuant to Paragraph 12 of THE DECLARATION. Failure of the party responsible for the fee to pay the same shall revoke any approval granted and the same shall be void ab initio. The BOARD will record such revocation in the Public Records of Broward County, Florida.

ARTICLE 5. OFFICERS.

5.1 GENERALLY. The officers of the ASSOCIATION shall be a President, one or more Vice Presidents, a Treasurer, a Secretary and, if desired, one or more Assistant Secretaries, all of whom shall be elected annually by the BOARD and who 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 or and Assistant Secretary. The BOARD may, from time to time, elect such other officers and designate the powers and duties as the BOARD shall find to be required to manage the affairs of the ASSOCIATION.

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

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

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

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

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

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

6.1 MANNER AND MANAGEMENT. The Board of Directors shall, from time to time, fix and determine the sums necessary to pay all the COMMON EXPENSES of the CONDOMINIUM, including maintenance of proper reserves, pursuant to the provisions of THE DECLARATION, LONG-TERM LEASE, MANAGEMENT AGREEMENT and these BY-LAWS. All payments required to the aforementioned instruments are COMMON EXPENSES of this CONDOMINIUM. The same shall be assessed against the UNIT OWNERS as provided in THE DECLARATION and all the EXHIBITS attached thereto. These powers shall be subject to the provisions of the LONG-TERM LEASE and MANAGEMENT AGREEMENT and shall not be construed as usurping the power of the LESSOR and the LONG-TERM LEASE or MANAGEMENT FIRM under the MANAGEMENT AGREEMENT to determine sums due under these instruments.

6.2 DEPOSITORY; WITHDRAWALS. The depository of the ASSOCIATION shall be such bank or banks as shall be designated, from time to time, by the Directors in which the monies of the ASSOCIATION shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such persons as are authorized by the Directors. Should the ASSOCIATION employ a MANAGEMENT FIRM or Managing Agent, and should be 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 Paragraph 6.3 and 6.4 hereof.

6.3 RECORDS. The ASSOCIATION shall maintain those records and make available written summaries thereof as required by F.S. 718 subject, however, to the provisions of the DECLARATION and MANAGEMENT AGREEMENT.

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

6.5 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.

6.6 PAYMENTS OF ASSESSMENTS. 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, and notice thereof shall be given, and shall be payable in the manner determined by the BOARD.

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

6.8 ACQUISITION OF UNITS. At any foreclosure sale of a UNIT, the BOARD may acquire, in the name of the ASSOCIATION or its designee, the UNIT being foreclosed. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, including a lien for assessments. The power of the BOARD to acquire a UNIT at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of 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.

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

6.10 APPROVALS MAY BE SUBJECT TO CONDITIONS. At any time that the BOARD may grant its approval to the transfer of a UNIT, or such other approval as may be permitted in Paragraph 12 of THE DECLARATION, the BOARD may make such approval subject to the condition that any and all assessments then due be paid within a time certain.

6.11. RESERVES.

A. STATUTORY RESERVES FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by the Condominium Act and Administrative Rules, as amended from time to time. These accounts shall include, but are not limited to, roof replacement, building painting and pavement resurfacing, and all other building components required by the Condominium Act and applicable Administrative Rules as amended from time to time. The amount to be reserved shall be computed by a formula based upon the estimated life and replacement cost of each item, as more fully set forth in the Administrative Rules as amended from time to time. These Reserves shall be fully funded unless a majority of the voting interests present in person or by proxy at a duly called meeting vote to fund no Reserves or less than adequate Reserves for a budget year. The vote to waive or reduce Reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Owners as required. Reserves funded under this section and any interest accruing thereon shall be used only for the purposes for which they were reserved, unless their use for other purposes is first approved by a majority of the voting interests present in person and by proxy at a meeting of the membership called for that purpose, or unless their use is otherwise permitted by the Condominium Act and Administrative Rules as amended from time to time. Such Reserves shall be segregated from operating funds of the ASSOCIATION where advisable for favorable income tax treatment.

B. NON-STATUTORY GENERAL RESERVES. In addition to the Statutory Reserves provided in above, or in place of them if the owners so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, permitted improvements, capital expenditures or deferred maintenance. The purpose of the Reserves is to provide financial stability and to avoid the need for Special Assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year, in the manner required by any applicable Administrative Rules as amended from time to time. These funds may be spent for any purpose approved by the Board.

ARTICLE 7. COMPLIANCE.

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

No fine shall be imposed against an owner by the ASSOCIATION for any violation unless and until the offending party or parties (which always shall include the owner) has/have been given not less than fourteen (14) days written notice of the following:

- a. The owner responsible for the violation(s).
- b. The nature of the violation and the name(s) of the violator(s), if known.
- c. The maximum amount of fine for each violation of the particular provision of the Condominium Documents, and/or the RULES AND REGULATIONS and/or law.
- d. The date, time and place of a meeting, at which meeting the Committee referred to below shall determine whether the owner (for himself/herself, family guests, servants, agents, etc., or other Occupants of the unit), is guilty of the Violation, and if so, shall impose a fine for the violation.
- e. The ASSOCIATION shall be permitted to include in the Committee meeting notice, the following optional information: A hearing shall be scheduled at a specified day and time and at a specified time on each day thereafter; with each day that the violation continues constituting a separate violation resulting in a separate fine.

1. LEVEL OF FINES. A fine for each violation shall be in amount(s) as set by the Board of Directors not to exceed the maximum amount permitted by the Condominium Act as amended from time to time. This fine may be levied at the particular rate for each day that the violation occurs, on a running per day basis, so long as the Board's notice informs the offending party or parties of this possibility. The maximum total fine shall be as provided for in the Condominium Act as amended from time to time.

2. RECORD KEEPING. The ASSOCIATION shall maintain a file of all notices issued and findings of the Committee in order that a record of offenses and offenders may be kept.

3. HEARING BEFORE COMMITTEE OF OWNERS.

(a) A party against whom a fine may be levied by the ASSOCIATION shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the ASSOCIATION.

(b) Failure of the owner and the violator in question to appear at the scheduled hearing may result in the automatic vote by the Committee that the owner is in violation, whereupon the fine may be levied without further advance warning.

(c) The Committee shall be comprised of such members as provided for in the Condominium Act and Administrative Rules, as amended from time to time and in the absence of such provision, then as selected by Board of Directors.

4. COLLECTION OF THE FINE. Once a fine is deemed to be due and owing, the ASSOCIATION shall provide written notice to the owner of the fine due owing, with due date for payment.

5. CONCURRENT REMEDIES. The fine system may be invoked independently of or concurrently with any other remedies provided for in the Condominium Documents or Law. As such, the fine system is not a condition precedent to the ASSOCIATION's pursuit of other remedies available to it under the Condominium Documents or under the law. Also, the fact that a fine is levied and/or paid does not constitute compliance with the Condominium Documents, Rules and Regulations and law, if in fact the

violation(s) remain(s). An ASSOCIATION may suspend the voting rights of a parcel or Member for the nonpayment of any fee, fine, or other monetary obligation due to the ASSOCIATION that is more than ninety (90) days delinquent and may suspend and revoke other rights as set forth in the Declaration as allowed by law, and as may be amended from time to time.

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

7.3 LIABILITY OF UNIT OWNERS TO LESSOR. PARAGRAPH 6.9 above shall include any rental or assessment due by virtue of the LONG-TERM LEASE. The LESSOR shall also have the right to bring such actions and the right to obtain such relief in its own name, including damages, attorneys' fees and costs, to enforce the provisions thereof.

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

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

7.6 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.

ARTICLE 8. LIMITATION OF LIABILITY.

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

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

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

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

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

10.3 VOTE NECESSARY; RECORDING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the entire membership of the BOARD and by an affirmative vote of the members having two-thirds (2/3rds) of the votes in the ASSOCIATION. Thereupon such amendment or amendments to these BY-LAWS shall be transcribed, certified by the President or a Vice President and Secretary or Assistant Secretary of the ASSOCIATION, and a copy thereof shall be recorded in the Public Records of Broward County, Florida.

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

ARTICLE 11. AMENDMENTS TO 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 FOR VIOLATION. Such BY-LAWS shall include the prescribing of RULES AND REGULATIONS pertaining to subjects reasonably calculated to promote the welfare of the UNIT OWNERS. The violation of such RULES or REGULATIONS shall bar any UNIT OWNER or his family and invitees from the use of the COMMON ELEMENTS, as the BOARD may deem appropriate, and shall subject any person violating the same to any liability imposed by THE DECLARATION and these BY-LAWS.

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

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

ARTICLE 12. BY-LAWS RELATING TO USE AND DECORUM. RULES AND REGULATIONS.

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

If not contradicted by the DECLARATION, these RULES AND REGULATIONS shall stand and remain in effect; however, when any conflict occurs. Paragraph 9 of the DECLARATION shall supersede the following original rules.

Said BY-LAWS are as follows:

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

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

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

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

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

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

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

h. The parking facilities shall be used in accordance with the regulations adopted by the ASSOCIATION. No vehicle which cannot operate on its own power shall remain on the CONDOMINIUM PREMISES for more than twelve hours, and no repair, except emergency repair, of vehicles shall be made on the CONDOMINIUM PROPERTY. No commercial vehicle owned or driven by a CONDOMINIUM OWNER shall be parked on the CONDOMINIUM PROPERTY. No boat trailer, camper or like vehicle shall

be left or stored on the CONDOMINIUM PROPERTY and no UNIT OWNER's boat may be used, stored or left on the lakes, canals and drainage systems within CENTURY VILLAGE, Deerfield Beach, Florida. Bicycles shall be parked in the areas, if any, provided for that purpose.

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

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

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

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

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

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

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

p. Pets are prohibited from the premises unless the Board approves the request for a pet or animal. No UNIT OWNER shall keep or harbor any pet or animal on the CONDOMINIUM PROPERTY or within the confines of his UNIT without Board Approval. Indoor cats, birds and fish shall be permitted up to two (2) pets per unit. No other pets may be kept without the written consent of the ASSOCIATION. Such consent may be given upon such conditions as the ASSOCIATION may prescribe and shall be deemed provisional and subject to revocation at any time. No animal or pet shall be maintained or harbored within a UNIT that would create a nuisance to any other UNIT OWNER. A determination by the BOARD that an animal or pet maintained or harbored in a UNIT creates a nuisance shall be conclusive and binding upon all parties.

q. No UNIT may be occupied by any person under nineteen (19) years of age, except that any relative of a UNIT OWNER under nineteen (19) may be permitted to visit for reasonable periods not to exceed two (2) consecutive weeks or thirty (30) days in any calendar year. However, any such visitor under the age of nineteen (19) may only use the DEMISED PREMISES pursuant and subject to such RULES AND REGULATIONS concerning such use that are established by the LESSOR.

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

s. No radio or television installation, or antenna or modification or other wiring shall be accomplished by a UNIT OWNER without written permission of the BOARD, unless permitted by law from time to time.

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

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

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

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

ARTICLE 13. INDEMNIFICATION.

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

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

ARTICLE 14. UNIT OWNER'S RESPONSIBILITY CONCERNING LIENS AND TAXES.

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

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

ARTICLE 15. COVENANT OF CO-OPERATION.

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

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

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, the MANAGEMENT AGREEMENTS, or the LONG-TERM LEASE; the DECLARATION, MANAGEMENT AGREEMENTS, and the LONGTERM LEASE shall prevail.

The foregoing were adopted as the BY-LAWS of VENTNOR "H" CONDOMINIUM ASSOCIATION, INC., a Corporation not for profit established under the Laws of the State of Florida at the first meeting of the Board of Directors on the 11th day of April, 1977.