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DATE: 12/12/19

This instrument was prepared by:
KENNETH S. DIREKTOR, ESQ.
Becker & Poliakoff, P.A.
1 East Broward Blvd., Suite 1800
Ft. Lauderdale, FL 33301

**CERTIFICATE OF AMENDMENT TO THE
BYLAWS AND ARTICLES OF INCORPORATION OF
CENCLUB HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the **Declaration of Restrictive Covenants of Cenclub Homeowners Association, Inc.** has been duly recorded in the Public Records of Broward County, Florida, in Official Record Book **6521** at Page **151**; and

WHEREAS, the By-Laws and Articles of Incorporation are attached as Exhibits "D" and "E", respectively, thereto; and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of Cenclub Homeowners Association, Inc., a Florida not-for-profit corporation, held **December 4, 2019**, the aforementioned Bylaws and Articles of Incorporation were amended and restated pursuant to the provisions of said By-Laws and Articles of Incorporation.

NOW, THEREFORE, the undersigned hereby certify that the following Amended and Restated By-Laws and Amended and Restated Articles of Incorporation are a true and correct copy of the Amended and Restated Bylaws and Articles of Incorporation as approved unanimously by the board of Directors, **which shall be effective January 1, 2020.**

SEE ATTACHED

* * * * *

WITNESS my signature hereto this 10 day of December, 2019, at Deerfield Beach, Broward County, Florida.

CENCLUB HOMEOWNERS ASSOCIATION, INC.

Roni Jo Stirone
Witness

Roni Jo Stirone
(PRINT NAME)

Charles M. Burdman
Witness
(PRINT NAME)

By: Rita Pickar
Rita Pickar, President

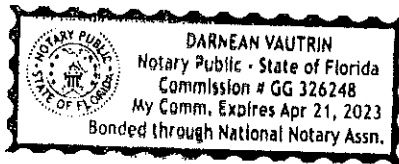
Attest: Michael Rackman
Michael Rackman, Secretary

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 10 day of December 2019, by Rita Pickar and Michael Rackman, as President and Secretary, respectively, of **Cenclub Homeowners Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

D Vautrin (Signature)

Darnean Vautrin (Print Name)
Notary Public, State of Florida at Large



**AMENDED AND RESTATED BYLAWS OF
CENCLUB HOMEOWNERS ASSOCIATION, INC.**

**THIS AMENDS AND RESTATES THE BYLAWS IN THEIR ENTIRETY
EFFECTIVE JANUARY 1, 2020**

PURPOSE

The purpose of Cenclub Homeowners Association, Inc. (herein referred to as "Cenclub") is to promote and develop the common good and social welfare of its Members. To that end, Cenclub has or will exercise an option to purchase of certain real property (the "facilities") located in Deerfield Beach, Florida, in the project known as Century Village, Deerfield Beach, Florida (Century), as the same is described in Exhibit A hereto, as said description may be modified from time to time. The purchase option to acquire the facilities closed or is set to close on or before December 31, 2019. After that time, Cenclub will own, operate and maintain the facilities.

It is for the purposes enumerated herein and in the Articles of Incorporation that Cenclub was formed.

**ARTICLE I
Officers**

Section 1. Executive Officers: The Executive Officers of Cenclub shall be a President, a Vice President, a Secretary, and a Treasurer. An individual may hold more than one office at one time except as prohibited by law. Officers shall be appointed by the Board of Directors. They shall take office immediately after election. All officers shall be members of the Board and Members of Cenclub.

Section 2. The President: Subject to the direction of the Board, the President shall be the Chief Executive Officer of Cenclub, and shall perform such other duties as from time to time may be assigned by the Board.

Section 3. The Vice President: The Vice President shall have such powers and perform such duties as may be assigned to him by the Board or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

Section 4. The Secretary: The Secretary shall keep the minutes of all proceedings of the Board, minutes of election meetings and such other records as the Board may direct, and shall perform all the duties incident to the office of Secretary, subject to the control of the Board and the President; and shall also perform such other duties as may be assigned by the President or by the Board. The records kept by the Secretary shall be at all times made available to the members of the Board upon request.

Section 5. The Treasurer: The Treasurer shall have the custody of all the receipts, disbursements, funds, and securities of Cenclub and shall perform all duties incident to the office

of Treasurer, subject to the control of the Board and the President. The Treasurer shall perform such other duties as may, from time to time, be assigned to by the Board or the President. If required by the Board, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such sum as the Board may require. Payment therefor shall be made by Cenclub.

Section 6. Subordinate Officers: The President, with the approval of the Board, may appoint such other officers and agents as the Board may deem necessary, who shall hold office at the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board.

Section 7. Removal: The officers of Cenclub shall serve at the pleasure of the Board and shall be deemed valid officers until the expiration of their terms or they are replaced by at least five (5) members of the Board. Vacancies shall be filled by a majority of a quorum of the Board as such vacancies arise.

ARTICLE II Board of Directors

Section 1. Number of Board members: The business and affairs of Cenclub shall be managed by a Board of Directors which shall consist of seven (7) members. Board members shall serve until their successors are elected, they are disqualified or removed or they resign. The Board must be comprised of Members of Cenclub. Board members shall be elected by four hundred fourteen (414) Voting Representatives selected by the two hundred fifty-three (253) associations in Century Village East (Voting Representatives). Each association shall select its Voting Representatives in a manner that it determines, but each Voting Representative must be an owner of a Unit in the condominium operated by the association for which he or she serves as a Voting Representative. The four hundred fourteen (414) Voting Representatives shall be constituted as follows:

(a) Each sixteen (16), twenty (20) and twenty-four (24) unit association shall select one (1) of its unit owners as a Voting Representative;

(b) Each fifty-six (56) and sixty-four (64) unit building shall select three (3) of its unit owners as Voting Representatives;

(c) Each seventy-two (72) and eighty (80) unit building shall select four (4) of its unit owners as Voting Representatives; and

(d) Each ninety-six (96) unit building shall elect five (5) of its unit owners as Voting Representatives.

The election of Cenclub Board members may, at the option of the Board, be conducted by an election organization that is independent of Cenclub. For the Voting Representatives of any association to be entitled to vote, the President of the association, or if unavailable, the Vice President of the association, shall notify the Board or election organization as applicable, in writing and prior to January 1 each year, of the names of the Voting Representatives selected by the association. At the option of the Board, an election organization may determine both the manner in which the election is conducted and the notification procedure. Electronic voting shall be

permitted to the extent allowed by Florida statutes if it is implemented by the Board or election organization.

The present Board shall select three (3) of its members to serve three (3) year terms starting with the January 2020 election. At the January 2020 election, four (4) additional Board members shall be elected. The two (2) elected Board members with the largest numbers of votes shall serve two (2) year terms, and the two (2) elected Board members with the next largest numbers of votes shall serve one (1) year terms. Thereafter, in each year starting with the January 2021 election, Board members shall be elected for three (3) year terms to fill the positions of Board members whose terms have expired. A Board member whose term has expired may run for a new three (3) year term. There shall be no term limits on Board members.

Section 2. Executive Committee: The Board may elect from their number an Executive Committee consisting of not less than three (3) members of the Board, which committee shall have all the powers of the Board between Board meetings, regular or special. The President of the Corporation shall be a Member of and shall be chairman of the Executive Committee.

Section 3. Regular Meetings: The Board shall meet for the transaction of business at such place as may be designated from time to time.

Section 4. Special Meetings: Special Meetings of the Board may be called by the President or by three (3) members of the Board for any time and place, provided reasonable notice of such meetings shall be given to each member of the Board before the time appointed for such meetings.

Section 5. Quorum: The Board shall act only as a Board, and the individual Directors shall have no power as such, except as expressly delegated by the Board. A majority of the Board in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice until a quorum be at hand. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise provided by these Bylaws or by law.

Section 6. Order of Business: The Board may from time to time determine the order of business at its meeting.

Section 7. Chairman: At all meetings of the Board, the President or, in the absence of the President, the Vice President, or in the absence of both, a Chairman chosen by the Board present, shall preside.

Section 8. Annual Report: After the Board is elected, the Board shall, after the close of each fiscal year, submit to the Members of Cenclub a report as to the condition of Cenclub and its property and shall submit also an account of the financial transactions of the past year.

Section 9. Vacancies in Board: Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board, even if less than a quorum, shall have the power, by a majority vote of the remaining members, to elect a replacement to serve the unexpired term of the vacancy.

Section 10. Removal: Those Directors of Cenclub elected/appointed by the Board shall serve and shall be deemed valid Directors until the expiration of their terms or they are replaced by at least five (5) members of the Board.

ARTICLE III

Annual Elections, Meetings of Voting Representatives and Meetings of Members

Section 1. Annual Meetings: There shall be an annual election of the Board in January at such place at the facilities as may be designated by the Board. Notice of said meeting shall be provided in the manner determined by the Board or an election organization that is independent of Cenclub if it is designated to conduct the election by the Board.

Section 2. Special Meetings of Members: Special meetings of the Members shall be held whenever called by the Board. Notice of each special meeting, stating the time, place, and in general terms the purposes or purpose thereof, shall be deemed given by posting in conspicuous locations at the Clubhouse, Century Village, Deerfield Beach, Florida, at least ten (10) days prior to the meeting.

Section 3. Proxy: Subject to the qualifications hereafter specified, every Voting Representative, as described in Article II above, may vote either in person or by proxy, or by an online voting process approved by the Board which complies with the requirements of Section 718.128, Florida Statutes, as the same may be renumbered or amended from time to time. Notwithstanding this voting method, Cenclub is not a condominium association.

Section 4. Quorum: At any meeting of the Voting Representatives, a quorum shall consist of at least seventy-five (75) of the four hundred fourteen (414) voting representatives, who may be present either in person or by proxy, or by online vote, as described in Section 3 of this Article, and a vote of a majority represented shall decide any question that may come before the meeting except for elections of the Board, which shall be decided by a plurality.

ARTICLE IV

Membership

Section 1. Qualifications: All owners of residential units in Century Village shall be Members of Cenclub.

However, only designated Voting Representatives, as described in Section 1 of Article II of these Amended and Restated Bylaws, shall be entitled to vote.

Section 2. Members: A Member shall have no vested right, interest or privilege of, in, or to the assets, functions, affairs, or franchises of Cenclub, or any right, interest, or privilege which may be transferable or inheritable (except as an appurtenance to the member's unit) or which shall continue after Membership ceases, or while the Member is not in good standing.

Section 3. Membership Certificates; Memberships Not Transferable: The issuance of Membership certificates or identification cards, if any, shall be governed by the Board. No Membership or certificate of Membership may be sold, assigned, or transferred, voluntarily or by

will or by operation of law, except in conjunction with the transfer of title to the condominium unit.

For all Members who own units in Century, although such Membership is personal, it shall also attach to said unit and any appurtenance thereto, and shall be deemed to transfer automatically to any transferee of said unit who shall be bound by such Membership; provided, however, that no person holding any lien, mortgage, or other encumbrance on said unit shall be entitled, by virtue thereof, to Membership in Cenclub or to any of the rights or privileges of such Membership. Such transfer of Membership shall be confirmed by the acceptance of a deed from said Member.

Section 4. Termination of Membership: Whenever any Member shall cease to have all of the qualifications necessary for admission to Membership in Cenclub, as determined by the Articles of Incorporation, or these Bylaws, or as may be determined by the Board, then such Membership shall terminate.

Section 5. Waiver: No Member may avoid obligations by waiver of the use and enjoyment of the facilities or by an attempted termination of Membership, it being understood that Cenclub shall act in reliance of the performance of the obligations of the Membership.

ARTICLE V Loss of Property

Section 1. Neither Cenclub nor the Board shall be liable or responsible for the destruction or the loss of or damage to the property of any Member or the guest of any Member, or visitor, or other person.

ARTICLE VI Assessments

Section 1. The Board of Cenclub shall have the right and power to subject its Members, personally, and the property of its Members to annual maintenance charges, special assessment charges, capital improvement charges, reserve funds charges and charges for purchase of the facilities (collectively referred to as Assessments) as follows:

Each Member in Cenclub shall pay to Cenclub, in advance, Assessments attributable to Membership, and such payments shall be used by Cenclub for the purpose of paying the expenses of Cenclub. The Assessments will be delinquent when not paid within ten (10) days after the due date, and all delinquencies shall bear interest from the date thereof at the maximum rate allowable by law.

In the event that such Member does not pay such Assessments when due, Cenclub may assess, and the Member shall pay a late charge as determined from time to time by the Board.

In addition to the foregoing, in the event of a Member's default in the payment of Assessments, the Board may accelerate, and the Member shall pay, the full sum due and owing for the balance of the fiscal year.

In any proceeding arising because of an alleged failure of a Member or Cenclub to comply

with the requirements of the Chapter 617, Florida Statutes, these Bylaws, the Articles of Incorporation or the Rules and Regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and attorneys' fees at all trial and appellate levels, including attorney fees and costs to determine the amount of attorney's fees and costs and including pre-litigation attorney's fees and costs.

Each Member confirms a lien on the Member's unit for the purpose of securing all sums of money due hereunder and each Member recognizes that such lien is essential for the orderly and efficient operation of Cenclub.

Cenclub may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien. Cenclub is entitled to recover its attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments at all trial and appellate levels including attorney fees and costs to determine the amount of attorney's fees and costs and including pre-litigation attorney's fees and costs.

The Assessments may be adjusted from year to year by the Board as the needs of Cenclub in the judgment of the Board may require. Assessments shall be assessed equally against all Members, notwithstanding the fact that the Members may own different types of units or property, except in those cases where a special assessment is levied against certain Members because of their actions or special use of the premises.

ARTICLE VII

Powers

The Board shall, on behalf of Cenclub, have the following powers to operate the facilities after its acquisition by Cenclub:

(a) To cause to be hired, paid and supervised, all persons and entities necessary to be employed in order to properly maintain and operate the facilities. Those persons hired shall be the employees of Cenclub and those entities hired shall be independent contractors. The Board, in its absolute discretion, shall have the power to discharge any person or entity so hired, subject to any applicable contractual commitments.

(b) To maintain, repair, replace, alter, improve, add to, remove, or otherwise take any action with regard to the facilities.

(c) To take such action as may be necessary to comply or cause all persons using the facilities to comply with all laws, statutes, ordinances and rules of all appropriate governmental authorities, and the Rules and Regulations of the National Board of Fire Underwriters or its successor.

(d) To take all such action as may be necessary to comply or cause all persons using the facilities to comply with all Rules and Regulations governing the facilities (and the provisions of these Bylaws).

(e) To enter into contracts for vermin extermination and other services; to purchase or lease all tools, equipment, and supplies which shall be necessary to properly maintain and operate the facilities. All such contracts and purchases may be made in Cenclub's name.

(f) To cause to be placed or kept in force all insurance to fully insure the facilities, including casualty, and insure Cenclub and its Board members against liability; to act as Agent for Cenclub, each Member, and for each owner of any other insured interest; to adjust all claims arising under said insurance policies; to bring suit thereon and deliver releases upon payment of claims; to otherwise exercise all of the rights, powers and privileges of the insured parties; to receive, on behalf of the insured parties, all insurance proceeds.

(g) To maintain Cenclub's financial record books, accounts and other records; to issue certificates of account to Members and their mortgagees and lienors without liability for errors, unless as a result of gross negligence. Such records shall be kept at the office of Cenclub and shall be available for inspection by the Members at such reasonable time as Cenclub shall agree. As standard procedure, Cenclub shall render to each Member, by conspicuous posting on the facilities, such statement as it deems advisable, if any, for each calendar year no later than April 1st of the following year. Cenclub shall perform a continuous internal audit of Cenclub's financial records for the purpose of verifying the same, but no independent or external audit shall be required or permitted except as herein provided.

(h) To maintain sufficient records to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the source of all funds collected by it and the disbursement thereof. Such records shall be kept at the office of Cenclub and shall be available for inspection in accordance with the provisions of the foregoing.

(i) To adopt an annual budget sufficient to meet Cenclub's anticipated operating expenses and, in the discretion of the Board, accumulate reserves for non-recurring expenses. In the event that the Board, in accordance with its best estimate or past experience determines that, in accordance with the terms hereof, the assessments for expenses to be collected from the Members will vary from those previously collected, the Board will notify the Members thereof and the same shall be thereupon paid, as specified in said notice, until further notice of another change in assessments is given as herein provided.

(j) To deposit all funds collected from all sources in a special bank account or accounts of Cenclub in banks and/or savings and loan associations in the State of Florida, with suitable designation indicating their source. Provided, however, that all sums collected by Cenclub from assessments may be comingled in a single fund or divided into more than one fund, as determined by the Board. All assessment payments by a Member shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, and general or special assessments, in such manner and amounts as the Board determines, in its sole discretion.

(k) To supervise, operate, control, and manage the facilities; promulgate, adopt and amend rules and regulations as it deems advisable, in its sole discretion, for the use and occupancy of the facilities.

(l) To undertake investigations of prospective Members in accordance with the provisions of these Bylaws. Cenclub may charge a reasonable administrative fee for the investigation in addition to its remuneration hereunder as determined from time to time by the Board.

(m) In the event of a violation (other than non-payment of an assessment) by a Member of any of the provisions of the Articles of Incorporation, these Bylaws or Rules and Regulations adopted pursuant thereto, the Board shall have all the rights and powers of Cenclub to remedy such violation. If the Board deems it advisable not to act in any particular situation, the Board shall not be liable or responsible to any Member for the failure to so act. Under no circumstances shall said failure to act in any situation be deemed a waiver or indulgence of the right to act in that same or any other situation in the future.

(n) To retain and employ such professionals and other experts whose services may be reasonably required to effectuate the duties and powers herein on any basis as it deems most beneficial.

(o) The board shall have the power to fix, determine and collect, from time to time, the sums necessary and adequate to provide for the operation of the facilities and for any of the other purposes stated herein.

(p) To make and collect special assessments for such purposes and against such parties as the Board determines, to the same extent that the Board is permitted to do so in the Bylaws. Should an increase in the assessments or a special assessment be required during the year, the same shall be determined and collected by the Board from the Member or Members, as the case may be. The assessments as to each Member shall be made payable to Cenclub or such other firm or entity as the Board shall direct. The Board shall have the right to change the fiscal year of Cenclub.

(q) If any part of the facilities is damaged by casualty and it is determined that such property be reconstructed, the Board shall have Cenclub's responsibility of reconstruction. The cost of any said repair shall be a cost of operating Cenclub.

(r) To collect rent and all other charges under the long-term lease of the facilities after its acquisition, if applicable.

(s) The Board shall also have such general powers to do any other thing necessary or desirable, in the opinion of the Board, to keep the facilities neat and in good order, and to operate the same in such a manner which, in the opinion of the Board, may be of general benefit to the Members.

ARTICLE VIII

Lien

Cenclub shall have a lien on the units or dwelling of all Members to secure the payment of Assessments due and to become due, and the Members, their heirs, successors and assigns shall be personally liable for all such charges. The lien shall secure all Assessments, Special Assessments and other monetary obligations of the Members to Cenclub accrued as of the date the

lien is recorded and those which accrue after the lien is recorded, and until it is foreclosed by entry of a foreclosure judgment or until it is satisfied, as well as any costs and attorney's fees incurred by Cenclub enforcing the lien or the monetary obligation of the Member. The Claim of Lien shall be recorded in the Public Records of Broward County, Florida.

Upon demand, Cenclub shall furnish to any owner, mortgagee or person interested, a certificate showing the unpaid maintenance charges against any Member's land unit, provided that such certificates shall not be required or necessary until after January 1, 2020 or conveyance of the facilities, whichever is earlier.

The Board may, in its discretion, subordinate in writing, for limited periods of time, the liens of Cenclub against any unit for the benefit or better security of a mortgagee.

ARTICLE IX

Notice

Section 1. Notice: Notice of Board meetings shall be posted at the main Clubhouse at least forty-eight (48) hours before the meeting and shall contain an agenda. Only Board members may attend and speak to agenda items, unless otherwise permitted by the Board. The Board may hold closed meetings when determined by the Board to be in the best interests of Cenclub. Such notice shall also be given to each Director by mail, electronic transmission or hand delivery at his or her address as the same appears on the books of Cenclub, which may be to such email address as the Director may designate for such purposes, and the time when such notice is sent shall be deemed the time of the giving of such notice.

Section 2. Notice of election meetings shall be given at least fourteen (14) days before the meeting and shall be delivered by posting conspicuously at the facilities and by mail, hand delivery or email to each Director and to each association in Century Village.

Section 3. Waiver of Notice: Any notice required to be given by these Bylaws may be waived by the person entitled thereto and shall be deemed waived by attendance at the meeting.

ARTICLE X

Fiscal Year

Section 1. The fiscal year of Cenclub shall begin on the first day of January, and terminate on the 31st day of December of each year, unless otherwise designated by the Board.

ARTICLE XI

Indemnification

Section 1. Indemnity: To the fullest extent permitted by Florida law:

(A) Cenclub shall indemnify any person who is or was a party to any proceeding by reason of the fact that he or she is or was a director, officer, committee member or employee of Cenclub or any person or entity for whom Cenclub is contractually obligated, against liability incurred in connection with such proceeding.

(B) Cenclub shall indemnify any person who is a party to any proceeding brought by or in the right of Cenclub, by reason of the fact that he or she is or was a director, officer, committee member or employee of Cenclub against liability incurred in connection with such proceeding.

(C) The foregoing indemnity shall include, without limitation, costs and legal fees incurred and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the actual and reasonable expenses incurred in connection with the defense or settlement of such proceeding, including appeal thereof.

Section 2. Limitations: The foregoing indemnity obligations shall be subject to such limitations and restrictions as are now or hereafter set forth in the applicable Statutes.

Section 3. Inclusions: The indemnification provided for herein shall include any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, any appeal in any such action, suit or proceeding, and any inquiry or investigation that might lead to such an action, suit or proceeding.

Section 4. Recovery of Expenses: Expenses incurred by any person entitled to indemnification hereby may, in the discretion of the Board, be paid in advance of the final disposition of the proceeding upon receipt of any undertaking acceptable to Cenclub, subject to the obligation of such person to repay such amount if he or she is ultimately found not to be entitled to indemnification pursuant to law.

Section 5. Non-exclusive: The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and, to the extent permitted by law, Cenclub may make any other or further indemnification or advancement of expenses if approved by a majority of the disinterested Directors or vote of the Members, or as permitted under any Bylaw or agreement, to the extent permitted by law.

Section 6. Application for Indemnity: Nothing herein is intended to restrict a party's authority, as provided by law, to apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction.

ARTICLE XII Amendments

Amendments to these Bylaws may be proposed and adopted in the manner set forth as follows:

Section 1. Proposal: Amendments to these Bylaws may be proposed by the Board acting upon vote of the majority of the directors.

Section 2. Call for Meeting: Upon any amendment or amendments to these Bylaws being proposed by said Board members, such proposed amendment or amendments shall be transmitted to the full Board, who shall thereupon call a Special Meeting of the Members of the

Board for a date not sooner than two (2) days or later than sixty (60) days from receipt of such proposed amendment or amendments. It shall be the duty of the Secretary to give each Board member written or printed notice of such meeting.

Section 3. **Vote Necessary:** In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of at least five (5) members of the Board.

ARTICLE XIII Enforcement

Each Member and every occupant, lessee, guest, or invitee of a Member shall be governed by and shall comply with the terms of any rules and regulations adopted by the Board (and the Board is hereby empowered to make and amend Rules and Regulations from time to time with regard to the use of the Facilities). Cenclub shall be entitled to the following relief in the event of violations of such rules and regulations:

Section 1. **Negligence.** A Member shall be liable to Cenclub for the expense of any maintenance, repair or replacement to the Facilities, including, but not limited to, the personal property of Cenclub made necessary by his or her violation of any portion of the Rules and Regulations or by his or her negligence or intentional misconduct, or by that of any member of his or her family or his or her occupants, tenants, guests, or invitees. Any sums due Cenclub by a Member under this Section shall be secured by a lien which shall be enforceable in the same manner as the lien provided for in Article VIII of these Bylaws.

Section 2. **Fines.** In addition to all other remedies provided hereunder, in the event a Member or anyone for whom a Member is responsible fails to comply with a provision of the rules and regulations, Cenclub shall have the right to impose a fine against the Member. The amount of any fine shall be determined by the Board of Directors of Cenclub, but in any event shall not exceed the maximum amount permitted by applicable law, if any.

Section 3. **Suspension of Use Rights.** In addition to all other remedies provided hereunder, Cenclub shall have the right to suspend the rights of any Member and his or her occupants, tenants, guests, or invitees, to use any portion of the Facilities during any period of time during which the Member is delinquent in the payment of any financial obligation owed to Cenclub or in the event a Member or anyone for whom a Member is responsible fails to comply with a provision of the rules and regulations.

Section 4. **Costs and Legal Fees.** In any proceeding arising because of an alleged failure of a Member to comply with the Rules and Regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable legal fees (including appellate legal fees).

Section 5. **No Waiver of Rights.** The failure of Cenclub to enforce any rule or regulation, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
CENCLUB HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not-for-profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these ARTICLES OF INCORPORATION, set forth:

I.

The name of this corporation is Cenclub Homeowners Association, Inc. which shall hereinafter be referred to herein as "Cenclub" or the "Corporation."

II.

The purpose for which Cenclub is organized is solely to provide an entity to acquire, own and operate those certain recreational facilities at Century Village, Deerfield Beach, Florida, more particularly described in Exhibit "A" to the Bylaws of Cenclub (hereinafter the "facilities") and as further provided in the Bylaws and to exercise Cenclub's contractual option to acquire and operate the facilities.

III.

Cenclub shall have the following powers:

1. Cenclub shall have all of the powers and privileges granted to corporations not for profit by Chapter 617, Florida Statutes, as the same may be renumbered or amended from time to time.

2. Cenclub shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to:

(a) To make, establish and enforce rules and regulations governing the use of the facilities and all property owned and/or operated by Cenclub.

(b) To levy and collect assessments against the Members of Cenclub to pay all the expenses of Cenclub including, but not limited to, the provision of insurance, the acquiring, operating, leasing, managing and otherwise dealing with the facilities and all other property of Cenclub, whether real or personal, which may be necessary or convenient for the operation and management of Cenclub, and to do all things necessary to accomplish the purposes set forth in

these Articles of Incorporation, the Bylaws of Cenclub and the contractual commitments of Cenclub.

(c) To manage, maintain, insure, equip, improve, repair, reconstruct, pay taxes and expenses, replace, alter and operate Cenclub and its facilities and property and to contract with others for such purposes.

(d) To contract for the management of the facilities and all property owned and/or operated by Cenclub and to delegate to such management all or any part of the powers and duties of Cenclub.

(e) To enforce the provisions of Cenclub's Articles of Incorporation, Bylaws and the Rules and Regulations governing the use of the facilities and all property owned and/or operated by Cenclub.

(f) To enter into agreements for the use of the facilities with such persons or entities as it deems proper.

(g) To grant easements, licenses, etc. over and across all property owned and/or operated by Cenclub.

(h) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon Cenclub.

(i) To enter into agreements whereby Cenclub acquires real and personal property for the enjoyment, recreation or other use or benefit of its Members residing in the development known as Century Village, Deerfield Beach, Florida.

IV.

The qualification of Members, the manner of their admission, termination of such Membership, and voting by members ("Member") shall be as follows:

1. The owners ("Unit Owner") of all residential units ("Unit") in Century Village, Deerfield Beach, Florida ("Century Village") shall be Members of Cenclub, and no other persons or entities shall be entitled to Membership.

2. The Membership of any party shall be automatically terminated upon being divested of title to all residential units owned by such Member in Century Village provided, however, that said Membership shall run with the land and shall automatically transfer to the grantee thereof as an appurtenance to such Unit. Membership is nontransferable except as an appurtenance to and shall automatically transfer with title to and shall bind all future owners of such Unit.

3. On all matters on which the Membership shall be entitled to vote, each Member shall have one vote for each Unit 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 Bylaws hereinafter adopted by Cenclub.

4. Persons other than Unit Owners may not be admitted to Membership in Cenclub.

5. Until such time as the facilities which Cenclub is intended to operate are conveyed to Cenclub by the execution and delivery of the deed of conveyance, the voting Membership of Cenclub shall be comprised of the Board of Directors of Cenclub, each of whom shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote as provided in the Bylaws.

6. Membership in Cenclub, including both the benefits and obligations thereof, shall run with a Member's Unit and shall, without further instrument, be deemed transferred automatically as an appurtenance thereto to any subsequent transferee of said Unit and said subsequent transferee shall be entitled to the benefits and be bound by the obligations of such Membership.

V.

Cenclub shall have perpetual existence.

VI.

The principal office of Cenclub shall be located in the Century Village Clubhouse located on a portion of that property defined herein as Cenclub. The registered office of the Association shall be located at Becker & Poliakoff, P.A., 1 East Broward Blvd., Suite 1800, Ft. Lauderdale, Florida 33301, and the registered agent at such address shall be Allen M. Levine, Esq.

VII.

The affairs of Cenclub will be managed by a Board of Directors ("Board") consisting of seven (7) directors who must be Members of Cenclub.

Directors of Cenclub shall be elected in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

There shall be an election of directors held in January 2020, which shall be conducted in the manner provided in the Bylaws. The directors named in these Articles shall serve until the time provided in the Bylaws and any vacancies in their number occurring before the January 2020 election shall be filled by the remaining directors as provided for in the Bylaws of Cenclub.

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

<u>Name</u>	<u>Address</u>
RITA PICKAR	1063 Oakridge F, Deerfield Beach, FL 33442
PHILIP RAYMOND	200 Lyndhurst M, Deerfield Beach, FL 33442

JAY R. BAIMEL	4058 Lyndhurst N, Deerfield Beach, FL 33442
MICHAEL RACKMAN	1041 Berkshire C, Deerfield Beach, FL 33442
SUSAN DOVE	19 Tilford B, Deerfield Beach, FL 33442
MARJORIE CAMPBELL	4019 Ellesmere B, Deerfield Beach, FL 33442
CAROLYN W. DAVIS	145 Grantham C, Deerfield Beach, FL 33442

VIII.

The officers of Cenclub shall serve at the pleasure of the Board of Directors and shall be deemed valid officers until replaced by the Board of Directors.

The Board shall have the power to create such additional officerships as authorized in the Bylaws.

IX.

Cenclub shall indemnify its officers and directors as provided in the Bylaws.

X.

Amendments to these Articles of Incorporation may be proposed and adopted in the manner set forth below:

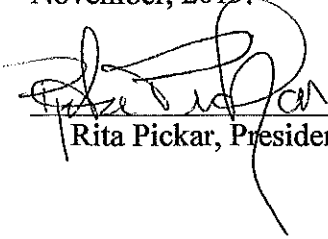
1. **PROPOSAL.** Amendments to these Articles may be proposed by the Board acting upon vote of the majority of the total number of directors.

2. **CALL FOR MEETING.** Upon any amendment or amendments to these Articles being proposed by said Board members, such proposed amendment or amendments shall be transmitted to the full Board, who shall thereupon call a Special Meeting of the Members of the Board for a date not sooner than two (2) days or later than sixty (60) days from receipt of such proposed amendment or amendments. It shall be the duty of the Secretary to give each Board Member written or printed notice of such meeting. The amendment must be approved by an affirmative vote of at least five (5) Members of the Board.

XI.

A Unit Owner's Membership interest cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit, subject to these Articles and the Bylaws. The funds and assets of Cenclub shall belong solely to Cenclub, subject to the limitation that the same be expended, held, or used for the benefit of the Membership and for the purposes authorized in these Article and the Bylaws of Cenclub.

IN WITNESS WHEREOF, the undersigned has affixed her signature this 10 day of November, 2019.



Rita Pickar, President