

\$ 100.00

**CERTIFICATE OF AMENDMENT
TO THE DECLARATIONS OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR
CLUSTERS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14 FOR TOWNHOMES OF ORIOLE I
AND DECLARATIONS OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR
CLUSTERS 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 29, 30 31, 32, 33, 34, 25, 36, 27, and 38
FOR TOWNHOMES OF ORIOLE II**

WE HEREBY CERTIFY THAT the new section Article X Section M of each Cluster Document was adopted by the majority of unit owners present at a meeting on March 28, 2007 at which a quorum of members were present.

- Cluster 1 - O.R Book 7116, page 319
- Cluster 2 - O.R Book 6387, page 270
- Cluster 3 - O.R Book 6647, page 479
- Cluster 4 - O.R Book 6387, page 303
- Cluster 5 - O.R Book 6422, page 1
- Cluster 6 - O.R Book 6421, page 957
- Cluster 7 - O.R Book 6415, page 924
- Cluster 8 - O.R Book 6466, page 796
- Cluster 9 - O.R Book 6578, page 260
- Cluster 10 - O.R Book 6549, page 375
- Cluster 11 - O.R Book 6484, page 700
- Cluster 12 - O.R Book 6600, page 1
- Cluster 13 - O.R Book 6611, page 178
- Cluster 14 - O.R Book 6611, page 145
- Cluster 15 - O.R Book 6826, page 916
- Cluster 16 - O.R Book 6844, page 292
- Cluster 17 - O.R Book 6893, page 802
- Cluster 18 - O.R Book 7159, page 1
- Cluster 19 - O.R Book 7010, page 899
- Cluster 20 - O.R Book 6947, page 1
- Cluster 21 - O.R. Book 7193, page 55
- Cluster 22 - O.R Book 7193, page 88
- Cluster 23 - O.R Book 7193, page 121
- Cluster 24 - O.R Book 7367, page 93
- Cluster 25 - O.R Book 7525, page 355
- Cluster 26 - O.R Book 7621, page 669
- Cluster 27 - O.R Book 7645, page 490
- Cluster 28 - O.R Book 7865, page 125
- Cluster 29 - O.R Book 7716, page 687
- Cluster 30 - O.R Book 7762, page 864
- Cluster 31 - O.R Book 7775, page 311
- Cluster 32 - O.R Book 7802, page 190
- Cluster 33 - O.R Book 7834, page 409

3

2007

- Cluster 34 - O.R Book 7756, page 331
- Cluster 35 - O.R Book 7958, page 77
- Cluster 36 - O.R Book 7929, page 521
- Cluster 37 - O.R Book 7958, page 111
- Cluster 38 - O.R Book 7929, page 487

IN WITNESS WHEREOF, we have affixed our hand this 3 day of April, 2007 at Margate, Broward County, Florida

TOWNHOMES OF ORIOLE ASSOCIATION, INC.
a Florida not-for-profit corporation

By: James Bowyer

[Signature] President

By: Irene H. Banks

[Signature] Secretary

WITNESS

Sign: [Signature]

Print Name: Brenda M Mekles

Sign: [Signature]

Print Name: Peter Long

STATE OF FLORIDA
COUNTY OF BROWARD

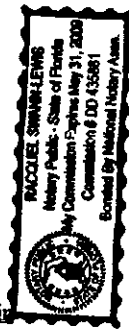
The foregoing instrument was acknowledged before me this 17 day of May, 2007, by James Bowyer, as President and Irene H. Banks, as Secretary of Townhomes of Oriole Association, Inc. a Florida not-for profit corporation.

Personally Known OR
Produced Identification
Driver License
Type of Identification

NOTARY PUBLIC-STATE OF FLORIDA

Sign: [Signature]

Print: Racquel Swann-Lewis



New Section Article X (M) as follows:

Evictions Pursuant to the amendment recorded May 14, 2001 at O.R. Book 31587, page 1855, rentals are prohibited within Townhomes of Oriole. Any occupant residing in a Townhome in excess of the twenty-one (21) days without Association approval as discussed in Article III (B) (23) of the Declaration of Covenants, Restrictions and Easements shall be considered a renter/sub-tenants and shall be subject to the remedies as hereinafter provided. Unauthorized leases shall be voidable and the Association may invoke any remedies provided by

law, including but not limited to the initiation of immediate eviction proceedings to evict the unauthorized persons in possession including without limitation the right to institute an action for eviction against the tenant/tenants in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the owner which shall be secured by assessment and lien in the same manner as common expense charges.



INSTR # 101028567
OR BK 31587 PG 1855
 RECORDED 05/14/2001 08:07 AM
 COMMISSION
 BROWARD COUNTY
 DEPUTY CLERK 1038

CERTIFICATE of AMENDMENT to the DECLARATIONS OF COVENANTS AND
 RESTRICTIONS, ARTICLES OF INCORPORATION AND BYLAWS of
 THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

*(Text that is underlined is additional text; text containing a ~~line through~~ it is text from the prior
 version that is being deleted)*

NOTICE IS HEREBY GIVEN that on April 10, 2001, by a vote obtained at a duly noticed Annual Members' Meeting in accordance with the requirements of the Association's Declarations, Articles of Incorporation and Bylaws, the Members adopted amendments to various portions of the the Association's cluster declarations as outlined in the attached page. Furthermore, the members adopted amendments to various articles of the Articles of Incorporation, and to various articles of the Bylaws as shown on the attached pages. The original cluster declarations are recorded in the Official Records of Broward County, Florida in the official records book and page numbers listed on the attached page; the Bylaws are recorded in OR Book 6910 at page 97. The exact language of the amendments appears on the attached pages.

IN WITNESS WHEREOF, THE TOWNHOMES OF ORIOLE ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 30 day of April, 2001.

(CORPORATE SEAL)

THE TOWNHOMES OF ORIOLE
 ASSOCIATION, INC.

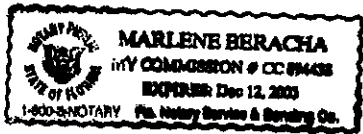
ATTEST:

Richard P. Dupont
 Secretary

By: Sheldon W. Glassner
 Sheldon Glassner, President

STATE OF FLORIDA }
 COUNTY OF BROWARD }

On this 30 day of April, 2001, personally appeared SHELDON GLASSNER, President, and Richard Dupont as Secretary, who are personally known to me/~~who produced~~ _____ as identification, and who acknowledged before me that they executed this instrument for the purposes herein expressed.



my commission expires:

Marlene Beracha
Notary Public

MARLENE BERACHA
Notary Public [name printed]

<u>Cluster No.</u>	<u>OR Book</u>	<u>Page</u>
1	7116	319
2	6387	270
3	6647	479
4	6387	303
5	6422	1
6	6421	957
7	6415	924
8	6466	796
9	6578	260
10	6549	375
11	6484	600
12	6600	1
14	6611	145

Cluster 15	O.R. Book 6826, Page 916
Cluster 16	O.R. Book 6844, Page 292
Cluster 17	O.R. Book 6893, Page 802
Cluster 18	O.R. Book 7159, Page 1
Cluster 19	O.R. Book 7010, Page 899
Cluster 20	O.R. Book 6947, Page 1
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Cluster 24	O.R. Book 7367, Page 93
Cluster 25	O.R. Book 7525, Page 355
Cluster 26	O.R. Book 7621, Page 669
Cluster 27	O.R. Book 7645, Page 490
Cluster 28	O.R. Book 7865, Page 125
Cluster 29	O.R. Book 7716, Page 687
Cluster 30	O.R. Book 7762, Page 864
Cluster 31	O.R. Book 7775, Page 311
Cluster 32	O.R. Book 7802, Page 190
Cluster 33	O.R. Book 7834, Page 409
Cluster 34	O.R. Book 7756, Page 111
Cluster 35	O.R. Book 7958, Page 77
Cluster 36	O.R. Book 7929, Page 521
Cluster 37	O.R. Book 7958, Page 111
Cluster 38	O.R. Book 7929, Page 487

(1) Article X.B of the Declaration of Cluster Covenants and Cross Easements for each Cluster in the Association was amended to add the following underlined language to that article: "... In addition to the remedies set forth in this paragraph, the Association may levy reasonable fines against any member or any tenant, guest or other visitor. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed the amount allowed by the statute governing the Association at the time the fine is imposed. Furthermore, the fine may not be imposed unless all procedures outlined in the statute governing homeowners associations at the time the fine is imposed are followed."

FINES

(2) Article VIII of the Declaration of Cluster Covenants and Cross Easements for each Cluster in the Association was amended to add the following underlined language at the end of the article: "The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and that such provisions are valid and binding upon each of their Townhome Residences. Furthermore, it is understood that the Association has an automatic, continuing lien against each homeowner for each maintenance payment until that amount is paid. This lien relates back to the effective date of this amendment. It is the members' intent that this lien is superior to any mortgage given after the effective date of this amendment. Therefore, the portion of the amendment to Article VI.A, recorded in 1979 in Official Records Book 8613 at page 876 (providing that the lien is effective from the date the lien is recorded) is rescinded. However, pursuant to article X.I of the Declarations as originally recorded, this amendment will not affect the rights or priorities of any Institutional Mortgagee with liens that were perfected before the effective date of this amendment."

(3) The following was added as paragraph K to Article X ("General Provisions") of each Cluster's Declaration: "K. Clubhouse. The Board of Directors may establish and amend reasonable rules and regulations governing the use of the Clubhouse as it deems necessary. These rules may include, but are not limited to, the hours of use and the fees for clubhouse rental."

(4) The following was added as paragraph L to Article X ("General Provisions") of each Cluster's Declaration: "Association Costs Incurred in Connection With the Sale of Units. The

Association may impose a reasonable charge for the costs it incurs in preparing responses to requests for information in connection with the sales of units (commonly referred to as "PUD and Estoppel Letters"). These charges are to be paid by one or both of the parties to the transaction, as they decide amongst themselves."

(5) The May 1989 amendment regarding screening of lease applicants was amended again to delete the fifteen dollar screening fee and to replace it with the following: "...In addition, the Association shall receive a non-refundable screening fee per applicant in the amount of \$15.00 per applicant not to exceed the highest amount allowed by law..."

(6) The following paragraph 25 was added to the May 1989 amendment to provide for the gradual elimination of rentals at the Townhomes: "25. Elimination of Rentals. Inasmuch as the Association has experienced an increase in vandalism to property, a steady decline in property maintenance and appearance, and an increase in the number of units failing to pay maintenance fees, all of which has occurred just as the number of tenancies increases, the members now decide that there shall be no more leasing of homes at the Townhomes. This provision will not apply retroactively and current lease agreements are not affected. However, once a lease agreement expires it cannot be renewed and the tenants living here under that lease agreement must vacate the premises. Nor can they be replaced with new tenants or new lease agreements."

(7) Section 6.1 of the 1977 Bylaws (recorded in OR Book 6910 at page 97) was amended to add the following underlined language: "6.1 The officers of the Association shall be a President, who shall be a Director, one or several Vice Presidents, a Treasurer, a Secretary, and, if the Board so determines an Assistant Treasurer and an Assistant Secretary, all of whom shall be elected annually by the Board, subject to a two-year term limit per office unless the directors, by majority vote, decide otherwise at the time the officers are being selected..." (the remainder of this section remains as originally recorded).

(8) Section 4.9 of the 1977 Bylaws (recorded in OR Book 6910 at page 97) was amended to add the following underlined language: "4.9 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such a signing shall constitute the presence of such Director for the purpose of determining a quorum. However, a director or officer who fails to attend three consecutive meetings is deemed to have resigned from the position unless a majority of the Board decides otherwise..." (the remainder of this section remains as originally recorded).



INSTR # 100867770
OR BK 31324 PG 1717
RECORDED 03/01/2001 11:14 AM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 2075

CERTIFICATE of AMENDMENT to the DECLARATIONS OF COVENANTS AND
RESTRICTIONS, ARTICLES OF INCORPORATION AND BYLAWS of
THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

*(Text that is underlined is additional text; text containing a ~~time through~~ it is text from the prior
version that is being deleted)*


NOTICE IS HEREBY GIVEN that on April 15, 2000, by a vote obtained at a duly noticed
Special Members' Meeting in accordance with the requirements of the Association's Declarations,
Articles of Incorporation and Bylaws, the Members adopted amendments to article IX of each
of the cluster declarations as outlined in the attached page. Furthermore, the members adopted
amendments to article XIII of the Articles of Incorporation, and to Sections 3.6, 6.2 and 7.1 of the
Bylaws. The original cluster declarations are recorded in the Official Records of Broward County,
Florida in the official records book and page numbers listed on the attached page; the Bylaws are
recorded in OR Book 6910 at page 97. The exact language of the amendments appears on the
attached pages.

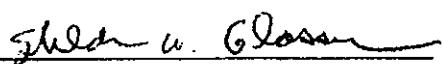
IN WITNESS WHEREOF, THE TOWNHOMES OF ORIOLE ASSOCIATION, INC. has
caused this Certificate of Amendment to be executed in accordance with the authority hereinabove
expressed this 15th day of February, 2001.

(CORPORATE SEAL)

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

ATTEST:


Secretary

By: 
Sheldon Glassner, President

STATE OF FLORIDA }
COUNTY OF BROWARD }

On this 15th day of February, 2001, personally appeared SHELDON GLASSNER, President, and Stuart Teske as Secretary, who are personally known to me who produced _____ as identification, and who acknowledged before me that they executed this instrument for the purposes herein expressed.

Elizabeth M. Persad
Notary Public

Elizabeth M. Persad
Notary Public [name printed]

my commission expires: 12/12/03



<u>Cluster No.</u>	<u>OR Book</u>	<u>Page</u>
1	7116	319
2	6387	270
3	6647	479
4	6387	303
5	6422	1
6	6421	957
7	6415	924
8	6466	796
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10	6549	375
11	6484	600
12	6600	1
14	6611	145

Cluster 15 -	O.R. Book 6826, Page 916
Cluster 16 -	O.R. Book 6844, Page 292
Cluster 17 -	O.R. Book 6893, Page 802
Cluster 18 -	O.R. Book 7159, Page 1
Cluster 19 -	O.R. Book 7010, Page 899
Cluster 20 -	O.R. Book 6947, Page 1
Cluster 21 -	O.R. Book 7193, Page 55
Cluster 22 -	O.R. Book 7193, Page 88
Cluster 23 -	O.R. Book 7193, Page 121
Cluster 24 -	O.R. Book 7367, Page 93
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Cluster 33 -	O.R. Book 7834, Page 409
Cluster 34 -	O.R. Book 7756, Page 331
Cluster 35 -	O.R. Book 7958, Page 77
Cluster 36 -	O.R. Book 7929, Page 521
Cluster 37 -	O.R. Book 7958, Page 111
Cluster 38 -	O.R. Book 7929, Page 487

PROPOSED AMENDMENTS TO THE
DECLARATION OF COVENANTS, RESSTRICTIONS AND EASEMENTS FOR
THE TOWNHOMES OF ORIOLE, INC

(additions indicated by underlining, deletions by ""
and unaffected language by " ")

10. Fidelity Coverage

.....
~~(b) such fidelity insurance or bonds shall be written in an amount equal to at least 150% of the estimated annual operating expenses of the association.~~

b) such fidelity insurance or bonds shall be written in an amount equal to the maximum amount of funds maintained by the association at any one time, any persons listed as a signer on the bank accounts of the association must be bonded.

PROPOSED AMENDMENTS TO THE
ARTICLES OF INCORPORATION OF THE TOWNHOMES OF ORIOLE, INC

(additions indicated by underlining, deletions by "....."
and unaffected language by ".....")

ARTICLE XIII
AMENDMENT

B.

1.

Approval by the members must be by a vote of ~~two-thirds (2/3)~~ the majority of the Members present at a meeting of the members at which a quorum is present

Amendment dated June 5, 1989 at OR Book 16516 Page 193 of the public records of Broward County

State of Florida Document Number 734095 Amendment filed June 5, 1998

Article X Paragraph D

D. The number of directors

~~Commencing with the annual meeting of 1990 the three (3) persons receiving the highest number of votes shall be elected as Directors for two (2) year terms. The two (2) persons receiving the next highest number of votes shall be elected as directors for one (1) year terms. Thereafter all Directors shall be elected for two year terms. Two (2) to be elected at annual meetings held on odd numbered years and three (3) to be elected at annual meetings held on even numbered years.~~

Commencing with the annual meeting of 2000 there shall always be an odd number of directors not less than five (5) and not more than nine (9). Those directors shall have terms of not more than one year and be subject to re election annually. In the event there is no quorum those directors shall serve until a quorum for an annual meeting is obtained.

PROPOSED AMENDMENTS TO THE
BY - LAWS OF THE TOWNHOMES OF ORIOLE, INC

(additions indicated by underlining, deletions by "....."
and unaffected language by ".....")

Section 3. Membership, Members Meetings, Voting and Proxies.

3.6 A quorum of the Members shall consist of ~~persons entitled to cast a majority of the votes of the entire membership~~ Ten (10) percent of the total number of units within the Townhomes of Oriole, Inc.
A quorum of any meeting of a Class of Members

Matters approved by a majority of the Members present at a meeting at which a quorum is present shall constitute the official acts of the members; ~~except as otherwise specifically provided by law, the Declaration, Articles, and any other Townhomes Document, or elsewhere herein.~~

Amendment dated February 15, 1977 at OR Book 6910 Page 97 of the public records of Broward County

1. Section 3.6 be and hereby is amended to read in its entirety as follows:

3.6 A quorum of the Members shall consist of ~~persons entitled to cast one-third (1/3) of the votes of the entire membership~~ Ten (10) percent of the total number of units within the Townhomes of Oriole, Inc.
A quorum of any meeting of a Class of Members

Section 6. Officers of The Association

6.2 The President

The President shall not be allowed to vote on any matter of the Board except in the case of a tie vote.

Section 7. Accounting Records: Fiscal Management

7.1 The Board shall adopt a budget

In the event the Board proposes a budget that exceeds a ten (10) percent increase over the previous years budget, the unit owners by a petition containing 30 owners signatures or more can present an alternative budget to be considered. The budget receiving the majority of the votes at a duly noticed special members meeting shall be the budget for the coming fiscal year.

93-322051 T#001
08-10-93 12:35PM

ABE
COV
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**CERTIFICATE OF RE-RECORDING AMENDMENT
TO THE DECLARATIONS OF CLUSTER COVENANTS AND CROSS EASEMENTS
FOR CLUSTERS 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25,
26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38
OF
THE TOWNHOMES OF ORIOLE II**

THE UNDERSIGNED duly elected president and secretary of the Townhomes of Oriole Association, Inc. do hereby certify that the attached amendment to the Declarations of Cluster Covenants and Cross Easements for Clusters 15 - 38 of the Townhomes of Oriole II is hereby re-recorded in the Public Records of Broward County, Florida, to correct a typographical or clerical error on the amendment to such Declarations recorded in O.R. Book 9622 at Page 296, et seq., of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, we have affixed our hands this 25th day of June, 1993, at City of Margate, Broward County, Florida.

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

By: Richard Rivette
Richard Rivette, President

Attest: David Frantzis
David Frantzis Secretary

BK20957PC01717

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this 25 day of JUNE, 1993, personally appeared Richard Rivette and David Frantzis and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Barbara A. Patti
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: MAY 6, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Becker & Poliakoff, PA.
P.O. Box 9057
Ft. Lauderdale, FL 33310

1993

③
alt

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
CLUSTER COVENANTS AND CROSS EASEMENTS
FOR CLUSTERS 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25,
26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 & 38
OF THE TOWNHOMES OF ORIOLE II**

The undersigned duly elected President and Secretary of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., do hereby certify that pursuant to Article X(I) of the Declarations of Cluster Covenants and Cross Easements for Clusters 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38, the following resolution amending said documents as they are recorded in the following Official Record Books and Pages of the Public Records of Broward County, Florida:

Cluster 15 -	O.R. Book 6826, Page 916
Cluster 16 -	O.R. Book 6844, Page 292
Cluster 17 -	O.R. Book 6893, Page 802
Cluster 18 -	O.R. Book 7159, Page 1
Cluster 19 -	O.R. Book 7010, Page 899
Cluster 20 -	O.R. Book 6947, Page 1
Cluster 21 -	O.R. Book 7193, Page 55
Cluster 22 -	O.R. Book 7193, Page 88
Cluster 23 -	O.R. Book 7193, Page 121
Cluster 24 -	O.R. Book 7367, Page 93
Cluster 25 -	O.R. Book 7525, Page 355
Cluster 26 -	O.R. Book 7621, Page 669
Cluster 27 -	O.R. Book 7645, Page 490
Cluster 28 -	O.R. Book 7865, Page 125
Cluster 29 -	O.R. Book 7716, Page 687
Cluster 30 -	O.R. Book 7762, Page 864
Cluster 31 -	O.R. Book 7775, Page 311
Cluster 32 -	O.R. Book 7802, Page 190
Cluster 33 -	O.R. Book 7834, Page 409
Cluster 34 -	O.R. Book 7756, Page 331
Cluster 35 -	O.R. Book 7958, Page 77
Cluster 36 -	O.R. Book 7929, Page 521
Cluster 37 -	O.R. Book 7958, Page 111
Cluster 38 -	O.R. Book 7929, Page 487

BK20957PG0178

was adopted by a majority of the members and the Board of Directors at meetings in which respective quorums were present.

RESOLVED that, the Declarations of Cluster Covenants and Cross Easements for Clusters 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38 be amended as follows:

1. Article V B-1(b) (2) be and it is hereby amended to read in its entirety as follows:

(2) The Association may repair, replace or maintain those portions of the common structural elements or exterior portions of a Townhome Residence and/or the Cluster Property

which are otherwise the responsibility of any Townhome Residence Owner(s) and specifically assess such Townhome Residence Owner(s) for the same, provided that the Board notify the Townhome Residence Owner(s) of his (their) responsibility and specifically afford the Townhome Residence Owner(s) twenty (20) days within which to comply with the provisions of Article V B-1(a) or to notify the Board, in writing, of a reasonable time period within which the maintenance/repair will be completed. Provided further, that notification shall not be required in the case of a situation deemed an emergency by the Board.

EXECUTED this 25 day of JUNE, 1993.

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: Richard A. Patti, President

Attest: David J. Frantzis, Secretary
DAVID J. FRANTZIS

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25 day of JUNE, 1993, by Richard A. Patti and David J. Frantzis, President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They took an oath, and are personally known to me or has produced _____ as identification.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

Barbara A. Patti
NOTARY PUBLIC, STATE OF FLORIDA
BARBARA A. PATTI
Printed Name of Notary Public

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: MAY 6, 1994;
(BOND IS VOID IF NOTARY PUBLIC UNDERWRITER)

HEL:21405CERTAMEND
6/14/93

BK20957PG0179

93-563766 T#001
12-10-93 12:43PM

CERTIFICATE OF AMENDMENT OF BY-LAWS
TO DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR THE TOWNHOMES OF ORIOLE AND
THE DECLARATION SUPPLEMENT FOR THE TOWNHOMES OF
ORIOLE II AND THE ARTICLES OF INCORPORATION FOR
THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments of the By-Laws and the
Artile of Incorporation, Exhibits, to the Declaration of Covenants,
Restrictions and Easements, as described in Official Records Book 6381 at Page
623 of the Official Records of Broward County, Florida and the Declaration
Supplement for the Townhomes of Oriole II, as described in Official Records
Book 6675 at Page 771 of the Official Records of Broward County, Florida were
duly adopted in the manner provided in the Association's documents at a
meeting held May 27, 1992.

IN WITNESS WHEREOF, we have affixed our hands this 14 day of
July, 1992, at Margate, Broward County, Florida.

By: [Signature]
President

Attest: [Signature]
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

BK21495PG0084

The foregoing instrument was acknowledged before me this 14 day of
June, 1992 by RICHARD A. RIVETT as PRESIDENT of the
TOWNHOMES OF ORIOLE II, on behalf of the corporation. He/she is personally
known to me or who has presented HIMSELF
as identification and did (did not) take an oath.

[Signature]
Notary Public - State of Florida
JESSIE F. SOLOMON
Notary Public State of Florida
My Commission Expires DEC 15, 1995
COMM # CC164142

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Dec. 15, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

1992

AMENDMENTS TO THE BY-LAWS OF
DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR
TOWNHOMES OF ORIOLE
AND THE DECLARATION SUPPLEMENT FOR THE
TOWNHOMES OF ORIOLE II

(additions indicated by underlining, deletions by "----")

1. Amendment to Section 4.5(a) of the By-Laws of the Townhomes of Oriole Association, Inc., as follows:

4.5(a). A Director elected by the Members as provided in the Articles may be removed from office upon the affirmative vote of two-thirds (2/3) of the Members as a special meeting of the Members for any reason deemed by the Members to be in the best interest of the Association, provided, however, before any Director is removed from office, he shall be notified in writing fourteen (14) days prior to the special meeting at which a motion for his removal will be made that a motion to remove him will be made, and such Director shall be given an opportunity to be heard at such meeting should he be present thereat. An exception to this procedure shall be made for any Director who remains delinquent in the payment of any assessments outstanding to the Association for a period of thirty (30) days or longer. In that event, the Director shall be removed from his/her seat as a Member of the Board of Directors upon a vote of the majority of the Directors. A replacement shall be appointed by the remaining Directors to serve the balance of that Director's term. An additional exception is that a Director may be removed without cause upon a vote of the Directors. A replacement shall be appointed by the remaining Directors to serve the balance of that Director's term.

2. Amendment to Article X, Paragraph D of the Articles of Incorporation as follows:

D. The number of Directors of the Initial Elected Board and on the Board thereafter shall be five (5) in number, all of whom shall be Townhome Owners of Record, and all of whom shall reside in a Townhome within the Townhomes of Oriole Community. The Members of the Association shall elect the Directors of the Initial Elected Board at a meeting to be called by the Board in whole or in part for such purpose (the "Initial Election Meeting"). A notice of such meeting shall be forwarded to all members in accordance with the By-Laws, provided, however, that the Members shall be given a least twenty (20) days but not more than forty-five (45) days notice of such meeting. There shall be at least one Director elected who is the owner of a Townhome in the Townhomes of Oriole I, and once a portion of the Townhome of Oriole II is committed to development and a Residential Structure therein substantially completed, in accordance with the Plan for Development, one Director elected who is the owner of a Townhome in the Townhomes of Oriole II. The Initial Elected Board shall succeed the First Board upon the election thereof at such special meeting but nothing herein shall preclude the officers, directors or designees of the Developer from being elected as members of the Board at the Initial Election Meeting or at any time thereafter. The Initial Elected Board shall serve until the next Annual Meeting of the Members of the Association following this election, whereupon, the Members shall elect Directors to serve on the Board in the same manner as the Members elected the Initial Elected Board. The Board shall continue to be so elected at subsequent Annual Meetings of the Members of the Association in accordance with the By-Laws of the Association.

BR21495PG0085

CERTIFICATE OF AMENDMENT
TO DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR THE TOWNHOMES OF ORIOLE AND
THE DECLARATION SUPPLEMENT FOR THE TOWNHOMES OF
ORIOLE II AND THE ARTICLES OF INCORPORATION FOR
THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

89239228

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants, Restrictions and Easements, Declaration Supplement for the Townhomes of Oriole II and the Articles of Incorporation, an Exhibit to the Declaration of Covenants, Restrictions and Easements of the Townhomes of Oriole, as described in OR Book 6381 at Page 623 of the Official Records of Broward County, Florida were duly adopted in the manner provided in the Association's documents at a meeting held May 10, 1989.

IN WITNESS WHEREOF, we have affixed our hands this 25 day of May, 1989, at Hargata, Broward County, Florida.

By: Anita D. Dick, Pres.
President

Attest: Edwin Hansen
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this 25th day of May, 1989, personally appeared Anita D. Dick, Pres. and Edwin Hansen, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Jude Chandler
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: OCT. 4, 1990.
* IN THE EVENT OF MY DEATH, I HEREBY APPOINT *

BN16510P60190

w/c Becker, Polakoff, Strickfelle, PA.

1989

2/3
cm

AMENDMENTS TO
DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR
TOWNHOMES OF ORIOLE
AND THE DECLARATION SUPPLEMENT FOR THE
TOWNHOMES OF ORIOLE II

(additions indicated by underlining, deletions by "----",
and unaffected language by . . .)

1. Amendment to Article III, Section B, to add a new
Paragraph 23, as follows:

23. Rental Restrictions: Any rental of a townhome shall be
subject to the following provisions:

A. No Owner may dispose of a Townhome or any interest
therein by Lease without approval of the Association.
An Owner intending to make a bona fide Lease of his/her
Townhome or any interest therein shall give to the
Association notice of such intention, together with the
name, address and age of the intended lessee(s), such other
information concerning the intended lessee(s) as the
Association may reasonably require, and an executed
copy of the proposed Lease on the form provided by the
Association. In addition, the Association shall receive
a non-refundable screening fee in the amount of \$15.00
per applicant, which shall be submitted with the notice,
and notice shall not be deemed to have been given until
the screening fee has been paid. All Leases must
include a covenant by the intended lessee(s) to abide
by all of the terms and conditions of the Declaration
of Covenants, Restrictions and Easements, By-Laws, and
Rules and Regulations of the Association as currently
existing or as subsequently amended. If the required
notice to the Association is not given, then, at any
time after receiving knowledge of a transaction or
event transferring possession of a Townhome, the
Association, at its election and without notice, may
approve or disapprove the Lease arrangement. If the
Association disapproves the Lease, the Association
shall proceed as if it had received notice on the date
of such disapproval. In that event, the Lease shall be
null and void, and the Townhome shall be immediately
vacated. If the Association has to bring legal action
to enforce the provisions of this Article III, Section
B.23, Owner shall be liable for attorney's fees and costs
incurred by Association, pre-litigation and at trial
and appeal levels, if any.

Within ten (10) days after receipt of the notice
and necessary information, the Association must either
approve or disapprove the proposed Lease. If approved,
the approval shall be stated in a certificate executed
by the President and Secretary of the Association in
recordable form, which shall be delivered to the Owner
or lessee. Any attempt to rent or Lease a Townhome without
prior application for approval by the Board of Directors
of the Association shall be deemed a breach of this
Declaration and shall be wholly null and void, and
shall confer no interest whatsoever upon the intended
tenant or lessee. Any application for Lease of a
Townhome shall be denied if the Owner is delinquent in
his/her maintenance assessment or special assessment
due to the Association. Once current, the application
may be re-submitted, and shall be considered in accordance
with the other provisions of this Section. If the Lease
is disapproved, the Owner shall be advised of the
disapproval in writing within ten (10) days after the

*Amended
again in
2001
NO
REVISION*

BN1618PC0191

receipt of the notice and information, and the Lease shall not be made.

The Board of Directors shall appoint a Screening Committee, and each proposed lessee shall submit to a personal screening interview by the Association. No notice to the Association shall be considered complete or effective without such interview, provided that the Board of Directors may waive this provision in its sole discretion, if necessary.

Each Owner of a Townhome shall, prior to occupancy, provide the Association with a security deposit of \$500.00, which may be placed by the Association in a co-mingled account without interest. This security deposit shall cover the costs of damage to the Common Areas or other property of the Association. Upon termination of occupancy of the Townhome by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful act of the lessee or his invitees, including, but not limited to, damage to the Common Areas. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the Owner by the Association not later than fifteen (15) days from the date of the notice to the Association of the termination of occupancy of the Townhome by lessee.

*Lessee
Deposit*

No individual rooms shall be rented and no transient tenants shall be accommodated. There shall be one lease per any twelve-month period, which twelve-month period shall begin to run on the first day of the first lease following the adoption of this Amendment.

2. Amendment to Article III, Section B, to add a new Paragraph 24, as follows:

24. DENSITY RESTRICTION: There shall be no more than two (2) persons per bedroom permanently residing in any Townhome at any time.

BK 16518P60192

AMENDMENTS TO THE
ARTICLES OF INCORPORATION OF
THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----" and
unaffected language by ". . .")

Amendment to Article X, Paragraph D of the Articles of
Incorporation, as follows:

*Amended
2/2/01*

D. The number of Directors of the Initial Elected Board
and on the Board thereafter shall not be ~~less than~~ five (5)
~~nor more than seven (7)~~ in number, all of whom shall be
Townhome Owners of Record. . . There shall be at least one
Director elected who is the owner of a Townhome in the
Townhomes of Oriole I, and one Director elected who is the
owner of a Townhome in the Townhomes of Oriole II. Commencing
with the annual meeting of 1990, the three (3) persons
receiving the highest number of votes shall be elected as
Directors for two (2) year terms. The two (2) persons
receiving the next highest number of votes shall be elected
as Directors for one (1) year terms. Thereafter, all Directors
shall be elected for two (2) year terms, two (2) to be
elected at annual meetings held on odd-numbered years and
three (3) to be elected at annual meetings held on even-
numbered years. . . .

*See amendment
of 3/1/01*

BN165189C0193

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on June 5, 1989, to Articles of Incorporation for THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 734095.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
8th day of June, 1989.



CR2EO22 (6-88)

Jim Smith

Jim Smith
Secretary of State

RECORDED 194

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR THE TOWNHOMES OF ORIOLE

The undersigned duly elected President and Secretary of The Townhomes of Oriole Association, Inc., do hereby certify that pursuant to Article VII-J of the Declaration of Covenants, Restrictions and Easements for the Townhomes of Oriole, the following resolution amending said documents as they are recorded at O. R. Book 6381, page 623 et seq., of the Public Records of Broward County, Florida, as amended, was adopted by a majority of the members and the Board of Directors at meetings in which respective quorums were present:

RESOLVED that, the Declaration of Covenants, Restrictions and Easements for the Townhomes of Oriole be amended as follows:

1. Article III A.3(b) be and hereby is amended to read in its entirety as follows:

(b) Parking Areas: Any portion of the Open Areas shown as "Parking Areas" and all improvements thereon shall be kept and maintained as parking facilities for Townhome Owners, their family members, guests, invitees, lessees and licensees in accordance with the rules and regulations which the Board may promulgate from time to time. The Board may also impose such fines and penalties as it deems fit and publishes to all persons affected thereby. Such fines and penalties are the primary obligation of the Townhome Owners concerned, and payment may be enforced in the same manner as special assessments under Article VI hereof, as a charge and continuing lien upon the Townhome of the responsible Townhome Owner.

Simultaneously with the conveyance of a Townhome and as an appurtenance thereto, the Developer shall transfer to such Townhome in the name of the Townhome Owner thereof, the right of use in one parking space located upon the Parking Areas. The Board may promulgate rules relative to the reassignment or transfer of parking spaces and for the designation of guest spaces and spaces for parking of certain vehicles and equipment, but there shall always be assigned to each Townhome the right of use in a particular space.

(underlining denotes additional wording from original)

EXECUTED this 18th day of MAY, 1983

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

BY: [Signature]
PRESIDENT

ATTEST: Jean J. Jira
SECRETARY

CORPORATE SEAL



1983

900

Return to Steven A. Mason PA
6122 WASHINGTON ST
HWD FL 33057

REC 11157 Pg 643

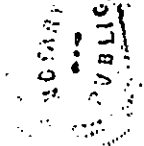
STATE OF FLORIDA)
)
COUNTY OF BROWARD)

TIGER BEFORE ME the undersigned authority personally appeared ~~HARRY~~ ^{STEVE}
~~TUCKER~~ as President of The Townhomes of Oriole Association, Inc., and
he acknowledged before me that he executed the same.

WITNESS my hand and official seal this 18th day of MAY
1983.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 14 1984
BONDED THRU GENERAL INS. UNDERWRITERS
My Commission Expires:

Harry Tucker
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE



STATE OF FLORIDA)
)
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared
JONI J. FINE as secretary of the Townhomes of Oriole
Association, Inc., and acknowledged before me that he executed the
same.

WITNESS my hand and official seal this 18th day of MAY
1983.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 14 1984
BONDED THRU GENERAL INS. UNDERWRITERS

Joni J. Fine
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE



REC 11157 Pg 644

THE OFFICIAL RECORDS BOOK
BROWARD COUNTY, FLORIDA
JOHNSON

21-162573

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR THE TOWNHOMES
OF ORIOLE AND DECLARATION
SUPPLEMENT FOR THE TOWNHOMES OF
ORIOLE II

The undersigned duly elected President and Secretary of
The Townhomes Of Oriole Association, Inc. do hereby certify that
pursuant to Article VII-J of the Declaration of Covenants, Re-
strictions and Easements for The Townhomes Of Oriole and the
Declaration Supplement for The Townhomes Of Oriole II, the
following resolution amending said documents as they are recorded
in O.R. Book 6380, Page 623 and O.R. Book 6675, Page 771, re-
spectively, of the Public Records of Broward County, Florida was
adopted by a majority of the members and the Board of Directors
at meetings in which respective quorums were present.

RESOLVED that the Declaration of Covenants, Restrictions
and Easements for The Townhomes Of Oriole and Declaration
Supplement for The Townhomes Of Oriole II be amended as
follows:

- 1. Article III-B(15) be and hereby is amended to read
in its entirety as follows:

15. UTILITY ADDITION: NO ADDITIONAL UTILITY
INCLUDING WITHOUT LIMITATION, WATER, SEWAGE,
ELECTRICAL, AIR CONDITIONING, AND HEATING
SYSTEMS, LINES, DUCTS, CONDUITS, PIPES, WIRES
OR FIXTURES SHALL BE ADDED TO SERVICE ANY TOWNHOME
WITHOUT THE PRIOR WRITTEN CONSENT THERETO BY THE
BOARD AND ALL OF THE TOWNHOME OWNERS WITHIN THE
RESIDENTIAL STRUCTURE IN WHICH SUCH TOWNHOME IS
LOCATED, WHICH CONSENT SHALL NOT BE UNREASONABLY
WITHHELD IF SUCH ADDITION COMPLIES WITH ALL
APPLICABLE ORDINANCES, REQUIREMENTS, AND REGU-
LATIONS OF GOVERNMENTAL AUTHORITIES AND SUCH
ADDITIONS CAUSE NO DAMAGE OR IMPAIRMENT OR
ADDITIONAL COSTS AND THE USE OR AESTHETIC
APPEARANCE OF ANY OF THE TOWNHOMES, RESIDENTIAL
STRUCTURES OR ANY PART OR PARTS THEREOF ARE NOT
IMPAIRED. NOTWITHSTANDING THE FOREGOING, IF ALL
OF THE TOWNHOME OWNERS IN A RESIDENTIAL STRUCTURE
DO NOT APPROVE OF THE ADDITIONAL UTILITY, BUT
APPROVAL OF SEVENTY-FIVE (75%) PERCENT OF SUCH
TOWNHOME OWNERS (ON THE BASIS OF ONE VOTE PER
TOWNHOME) IS OBTAINED, THEN THE BOARD MAY DETER-
MINE IN ITS SOLE DISCRETION, WHETHER OR NOT
INSTALLATION OF THE ADDITIONAL UTILITY SHOULD
BE PERMITTED.

EXECUTED this 5th day of June, 1981.

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

5 13 PM '81

REF 9622 PAGE 292

LAW OFFICES
MICHAEL A. GORDON
440 S. Andrews Ave.
Ft. Lauderdale, FL 33301

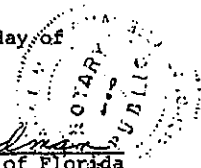
1981

7/20

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared
BURT CASWELL, as President of The Townhomes Of
Oriole Association, Inc. and he acknowledged before me that he
executed the same.

WITNESS my hand and official seal this 5th day of
June, 1981.


Jeanne M. Hedman
Notary Public, State of Florida
At Large

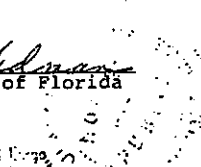
My Commission Expires:

My Commission Expires: 12/31/1982

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE Me the undersigned authority personally appeared
HARRY TUCKER, as Secretary of The Townhomes
Of Oriole Association, Inc. and he acknowledged before me that
he executed the same.

WITNESS my hand and official seal this 5th day of
June, 1981.


Jeanne M. Hedman
Notary Public, State of Florida
At Large

My Commission Expires:

My Commission Expires: 12/31/1982

LAW OFFICES
MICHAEL J. CARRO
440 S. Andrews Ave.
Ft. Lauderdale, FL 33301

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

REF 9622 PAGE 293

81-162574

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
CLUSTER COVENANTS AND CROSS EASEMENTS
FOR CLUSTERS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,
13 AND 14 OF THE TOWNHOMES OF ORIOLE I

The undersigned duly elected President and Secretary of The Townhomes of Oriole Association, Inc. do hereby certify that pursuant to Article X(I) of the Declaration of Cluster Covenants and Cross Easements for Clusters 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, the following resolution amending said documents as they are recorded at the following Official Record Books and Pages of the Public Records of Broward County, Florida:

- Cluster 1 - O.R. Book 7116, Page 319
- Cluster 2 - O.R. Book 6387, Page 270
- Cluster 3 - O.R. Book 6647, Page 479
- Cluster 4 - O.R. Book 6387, Page 303
- Cluster 5 - O.R. Book 6422, Page 1
- Cluster 6 - O.R. Book 6421, Page 957
- Cluster 7 - O.R. Book 6415, Page 924
- Cluster 8 - O.R. Book 6466, Page 796
- Cluster 9 - O.R. Book 6578, Page 260
- Cluster 10 - O.R. Book 6549, Page 375
- Cluster 11 - O.R. Book 6484, Page 600
- Cluster 12 - O.R. Book 6600, Page 1
- Cluster 13 - O.R. Book 6611, Page 178
- Cluster 14 - O.R. Book 6611, Page 145

5 1 30 PM '91

was adopted by a majority of the members and the Board of Directors at meetings in which respective quorums were present.

RESOLVED that, the Declaration of Cluster Covenants and Cross Easements for Clusters 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 be amended as follows:

1. Article V B-1(b) (2) be and is hereby amended to read in its entirety as follows:

(2) The Association may repair, replace or maintain those portions of the common structural elements or exterior portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner(s) and specifically assess such Townhome Residence Owner(s) for the same, provided that the Board notify the Townhome Residence Owner(s) of his (their) responsibility and specifically afford the Townhome Residence Owner(s) twenty (20) days within which to comply with the provisions of Article V B-1(a) or to notify the Board, in writing, of a reasonable time period within which the maintenance/repair will be completed. Provided further, that notification shall not be required in the case of a situation deemed an emergency by the Board.

EXECUTED this 18 day of MAY, 1988.

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

BY: [Signature]
President

Attest: [Signature]
Secretary

REC 9622 REC 294

LAW OFFICES
MICHAEL J. CARDO
440 S. Andrews Ave.
Ft. Lauderdale, FL 33301

[Handwritten mark]

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared
BURT CASWELL as President of The Townhomes of
Oriole Association, Inc. and he acknowledged before me that he
executed the same.

WITNESS my hand and official seal this 1st day of June, 1981.

Jeanne M. Sedman
Notary Public, State of Florida
At Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires November 12, 1982

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared
HARRY TUCKER as Secretary of The Townhomes of
Oriole Association, Inc. and he acknowledged before me that
he executed the same.

WITNESS my hand and official seal this 15th day of June, 1980.

Jeanne M. Sedman
Notary Public, State of Florida
At Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires November 12, 1982

REF 9622 PAGE 295

RECORDED IN THE OFFICIAL RECORDS OF
BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

LAW OFFICES
MICHAEL J. CARBO
440 S. Andrews Ave.
Ft. Lauderdale, FL 33301

81-162575

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
CLUSTER COVENANTS AND CROSS EASEMENTS
FOR CLUSTERS 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25,
26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 & 38
OF THE TOWNHOMES OF ORIOLE II

The undersigned duly elected President and Secretary of The Townhomes of Oriole Association, Inc., do hereby certify that pursuant to Article X(I) of the Declaration of Cluster Covenants and Cross Easements for Clusters 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38, the following resolution amending said documents as they are recorded at the following Official Record Books and Pages of the Public Records of Broward County, Florida:

- Cluster 15 - O.R. Book 6826, Page 916
- Cluster 16 - O.R. Book 6844, Page 292
- Cluster 17 - O.R. Book 6893, Page 802
- Cluster 18 - O.R. Book 7159, Page 1
- Cluster 19 - O.R. Book 7010, Page 899
- Cluster 20 - O.R. Book 6947, Page 1
- Cluster 21 - O.R. Book 7193, Page 55
- Cluster 22 - O.R. Book 7193, Page 88
- Cluster 23 - O.R. Book 7193, Page 121
- Cluster 24 - O.R. Book 7367, Page 93
- Cluster 25 - O.R. Book 7525, Page 355
- Cluster 26 - O.R. Book 7621, Page 669
- Cluster 27 - O.R. Book 7645, Page 490
- Cluster 28 - O.R. Book 7865, Page 125
- Cluster 29 - O.R. Book 7716, Page 687
- Cluster 30 - O.R. Book 7762, Page 864
- Cluster 31 - O.R. Book 7775, Page 311
- Cluster 32 - O.R. Book 7802, Page 190
- Cluster 33 - O.R. Book 7834, Page 409
- Cluster 34 - O.R. Book 7756, Page 331
- Cluster 35 - O.R. Book 7958, Page 77
- Cluster 36 - O.R. Book 7929, Page 521
- Cluster 37 - O.R. Book 7958, Page 111
- Cluster 38 - O.R. Book 7929, Page 487

Jun 5 1 30 PM '91

was adopted by a majority of the members of the Board of Directors at meetings in which respective quorums were present.

RESOLVED that, the Declaration of Cluster Covenants and Cross Easements for Clusters 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38 be amended as follows:

1. Article V B-1(b)(2) be and is hereby amended to read in its entirety as follows:

(2) The Association may repair, replace or maintain those portions of the common structural elements or exterior portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner(s) and specifically assess such Townhome Residence Owner(s) for the same, provided that the Board notify the Townhome Residence Owner(s) of his (their) responsibility and specifically afford the Townhome Residence Owner(s) twenty (20) days within which to comply with the provisions of Article V B-1(a) or to notify the Board, in writing, of a reasonable time period within which the maintenance/repair will be completed. Provided further, that notification shall not be required in the case of a situation deemed an emergency by the Board.

REC 9622 REC 296

WILLIAMS & WATSON
ATTORNEYS AT LAW
440 S. ANDERSON BLVD.
FT. LAUDERDALE, FL 33301

J

EXECUTED this 18 day of March, 1980.

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared
BURT CASWELL as President of The Townhomes of
Oriole Association, Inc. and he acknowledged before me that he
executed the same.

WITNESS my hand and official seal this 1st day of
June, 1981.

[Signature]
Notary Public, State of
Florida At Large
Notary Public, State of Florida at Large
My Commission Expires 12/19/82

My Commission Expires:

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared
HARRY TUCKER as Secretary of The Townhomes of
Oriole Association, Inc. and he acknowledged before me that he
executed the same.

WITNESS my hand and official seal this 1st day of
June, 1981.

[Signature]
Notary Public, State of
Florida at Large
Notary Public, State of Florida at Large
My Commission Expires 12/19/82

My Commission Expires:

REC 9622 PAGE 297

RECORDED IN THE OFFICIAL RECORDS BOOKS
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

LAW OFFICES
MICHAEL J. GREGG
440 S. Andrews Ave.
Ft. Lauderdale, FL 33301

81-162576

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR THE TOWNHOMES
OF ORIOLE AND DECLARATION
SUPPLEMENT FOR THE TOWNHOMES OF
ORIOLE II

The undersigned duly elected President and Secretary of the Townhomes of Oriole Association, Inc. do hereby certify that pursuant to Article VII-J of the Declaration of Covenants, Restrictions and Easements for the Townhomes of Oriole and the Declaration Supplement for the Townhomes of Oriole II, the following resolution amending said documents as they are recorded at O.R. Book 6380 Page 623 and O.R. Book 6675 Page 771, respectively, of the Public Records of Broward County, Florida and subsequently amended at O.R. Book 8613 Page 876 of the Public Records of Broward County, Florida was adopted by a majority of the members and the Board of Directors at meetings in which respective quorums were present.

RESOLVED that, the Declaration of Covenants, Restrictions and Easements for the Townhomes of Oriole and Declaration Supplement for the Townhomes of Oriole II be amended as follows:

1. Article VI A be and hereby is amended to read in its entirety as follows:

A. Liens. Any and all individual Townhome Assessments for Association Expenses, including special assessments and Capital Contributions and all installments thereof (collectively the "Assessments") with interest thereon and costs of collection, including reasonable attorney's fees, are hereby declared to be a charge and continuing lien upon the Townhomes against which each such Assessment is made. IN ADDITION TO ALL OF AFORESAID ASSESSMENTS AND AMOUNTS, A LATE CHARGE OF FIVE DOLLARS SHALL BE IMPOSED UPON ANY ASSESSMENTS NOT PAID WITHIN FIFTEEN DAYS AFTER THE SAME BECOMES DUE. Said lien shall be effective only from and after the time of recordation amongst the Public Records of Broward County, Florida, of a written acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. However, both prior to and after the time of recordation, each assessment (and late charge, if imposed) against a Townhome, together with said interest thereon at the highest rate allowed by law and costs of collection thereof including without limitation, attorney's fees and recording fees, shall be the personal obligation of the person, persons or entity owning the Townhome assessed. Upon full payment of all sums secured by that lien the party making payment shall be entitled to a recordable satisfaction of the statement of lien. Where the Institutional Mortgagee obtains title to a Townhome as a result of foreclosure of its mortgage or deed given in lieu of foreclosure, such acquirer of title, his successors and assigns shall not be liable for the share of Assessments pertaining to such Townhome or chargeable to the former Townhome Owner which become due prior to the acquisition of title as a result of the foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Assessments shall be deemed to be assessments collectable from other Contributing Townhomes.

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1 MAY 20 1981
MICHAEL J. GREGG
440 S. Andrews Ave.
Ft. Lauderdale, FL 33301

ju

EXECUTED this 18 day of May, 1980.

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

BY: [Signature]
President

Attest: [Signature]
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared
BURT CASWELL as President of The Townhomes of
Oriole Association, Inc. and he acknowledged before me that he
executed the same.

WITNESS my hand and official seal this 1st day of
June, 1981.

[Signature]
Notary Public, State of Florida
At Large
Notary Public, State of Florida at Large
M. C. No. 12345, Commission Expires 12/31/82

My Commission Expires:

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared
HARRY TUCKER as Secretary of The Townhomes of
Oriole Association, Inc. and he acknowledged before me that he
executed the same.

WITNESS my hand and official seal this 1st day of
June, 1981.

[Signature]
Notary Public, State of Florida
At Large
Notary Public, State of Florida at Large
My Commission Expires 12/31/82

My Commission Expires:

OFF 9622 REC 299

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

LAW OFFICES
MICHAEL J. CARBO
440 S. Andrews Ave.
Ft. Lauderdale, FL 33301

78-346302

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 37
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 37 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 37 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 28th day of December, 1978 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 37 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 37") and has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 623, the Declaration Supplement for the Townhomes of Oriole II (the "Supplement") recorded in Official Records Book 6675, Page 771 and The Townhomes of Oriole II Open Area and Residential Property Supplements (the "Additional Supplements") recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789, (as amended by an Amendment recorded in Official Records Book 7456, Page 174), and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration, Supplement and Additional Supplements call for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration and Supplement); and

PREPARED BY
RETURN TO

MARK F. GRANT
RUDEN, BARNETT, McCLOSKEY & SCHUSTER
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

*Pl'd. Plan Recorded in
Comds Bk 10 Pg. 39*

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OFF REC 7958 PAGE 111

103

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 37 Building", referred to herein for brevity as the "Cluster Building") is now "Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 37 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the benefits and burdens hereinafter set forth, the Developer hereby declares that the Cluster Property shall be owned, held, transferred, sold, conveyed, demised, and occupied subject to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens as set forth in the Declaration and Supplement and herein.

ARTICLE I
DEFINITIONS

The following words and phrases when used in this Cluster Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "The Townhomes of Oriole" means the multi-phased residential community planned for development upon the Townhomes of Oriole Land as described in the Declaration and includes the "Townhomes of Oriole I" and the "Townhomes of Oriole II" and all improvements now or hereafter located thereon, (as those terms are hereinafter defined).

2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan ("The Townhomes I Plan") has been established by Developer

DEF 7958 PAGE 112

and set forth in the Declaration. The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is declared in the Declaration to be "Residential Property", "Open Areas" and the "Recreation Area", as those terms are hereinafter defined.

3. "The Townhomes of Oriole II" means the second and final multi-phased portion of The Townhomes of Oriole for which a land use plan ("the Townhomes II Plan") has been established by Developer and set forth in the Supplement. The Townhomes of Oriole II includes the land and improvements within the Townhomes of Oriole II Land which is declared in the Supplement to be "Residential Property" and "Open Areas" as those terms are hereinafter defined.

4. "Residential Property" means the Cluster Property.

5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

6. "Open Areas" means the real property particularly described in the legal description thereof attached to the Supplement as Exhibit C, including the "Roadways", "Parking Areas", "Sidewalks" and "Open Areas" as shown on the Townhomes II Plan.

7. "Recreation Area" means the real property and improvements located thereon as shown on the Townhomes I Plan and described in Exhibit D to the Declaration which are set aside for use by Townhome Owners as provided in the Declaration.

8. "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached Townhomes in a

Cluster Building, detached homes, a single or multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

9. "Townhome Residence" means a Townhome on a particular Lot on the Cluster Property and includes any and all improvements situate thereon.

10. "Townhome Owner" means the owner of a Townhome.

11. "Townhome Residence Owner" means the owner of a Townhome Residence. "Townhome Residence Owners" means the owners of all Townhome Residences in the Cluster Property.

12. "Residence" means the residential unit located upon a Lot within the Cluster Property.

13. "Lot" means the real property within the Cluster Property upon which a Residence is located and as shown on the "Graphic Description" hereinafter described.

14. "Board" means the Board of Directors of the Association.

15. "Townhomes Documents" means in the aggregate the Declaration, the Supplement, the Additional Supplements, the Articles, the By-Laws, this and other Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-Laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records Book 6381, Page 623, of the Public Records of Broward County, Florida, and any amendments or modifications thereto.

19. "Supplement" means the Declaration Supplement for the

Townhomes of Oriole II recorded in Official Records Book 6675, Page 771, of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

20. "Additional Supplements" means The Townhomes of Oriole II Open Area and Residential Property Supplements recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789 (as amended by an Amendment recorded in Official Records Book 7456, Page 174) and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

21. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and of the Supplement and includes the following:

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas located on Townhomes of Oriole II Land or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement, or this Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration or Supplement and includes "Cluster Expenses" under

this Cluster Declaration.

22. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration, the Supplement and the Additional Supplements as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration and of the Supplement.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as

REF 7958 PAGE 116

"Residential Property" in accordance with Article III of the Declaration and the Supplement and Paragraph 2 of the Additional Supplements, to be used, transferred, demised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration and Supplement, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto including the right of use of the Open Areas in the Townhomes of Oriole II Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and Supplement and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a Lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the Lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of Lot A and the Townhome Residence constructed thereon (as such Lot designations and Residences are shown on the

Graphic Description) is henceforth legally described as follows:

Townhome A of Cluster 37 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 37 recorded in Official Records Book _____, Page _____ of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

The ownership of a Lot, a Residence, the easement rights in Common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents (hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective Interests or any of such Interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, features or parts which are structural elements of the Cluster Property or of more than one Residence thereon (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without

limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".

3. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the Lot lines between Residences. All of the foregoing are collectively referred to as "Siding".

4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot lines and all foundational and support structures (hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Areas and

Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and Supplement and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner may in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(a) Responsibilities of Townhome Residence

Owners:

(1) Each Townhome Residence Owner shall maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the exterior appearance of his Townhome Residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or

varnishing of any outside or exterior portion or surfaces of his Townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection

of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding any Townhome Residence other than a Townhome Residence in the Cluster Building.

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.

(2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, impairs, or may impair the easement rights of other Townhome Residence Owners or maintenance obligations therein) the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.

(3) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of the parties and Cluster Property as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements: An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

2. Rights-of-Way: An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. Easement for Encroachment: An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a

Upto 34 Pages.



77- 32287

STATE OF FLORIDA

DEPARTMENT OF STATE



I certify that the following is a true and correct copy of

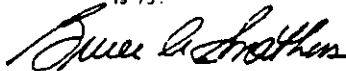
CERTIFICATE OF INCORPORATION
OF

THE TOWNHOMES OF ORTOLE ASSOCIATION, INC.

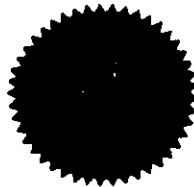
filed in this office on the 17th day of October,
19 75 .

Charter Number: 7-34,095

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
17th day of October,
19 75 .



SECRETARY OF STATE



Corp-94
Revised 1-6-75

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Raden, Bernell
900 N.E. 26th Ave.
Ft Lauderdale 33304

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D.

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REC-6910 PAGE 81

PAGE 01

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ARTICLES OF INCORPORATION
OF
THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

FILED
OCT 17 2 05 PM '55
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation not for profit under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not for profit for the purposes and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify and set forth the following:

ARTICLE I
DEFINITIONS

The following words and phrase, when used in these Articles shall have the following meanings:

1. "The Townhomes of Oriole" means the multi-phased residential community planned for development upon the "Townhomes of Oriole Land" as described in the "Declaration" and includes the "Townhomes of Oriole I" and may include the "Townhomes of Oriole II" and all improvements now or hereafter located thereon, all of which terms are hereinafter defined.
2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan has been established by Developer and set forth in the Declaration (the "Townhomes I Plan"). The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which are declared in the Declaration to be "Residential Property", "Open Areas" and the "Recreation Area", as those terms are hereinafter defined.
3. "The Townhomes of Oriole II" means subsequent multi-phased portions of the Townhomes of Oriole Land or

OFF. REC. 6910 PAGE 82

portion thereof and any improvements hereafter located thereon which Developer may commit to development and declare as "Residential Property", "Open Areas" or "Recreation Area", if any, upon the recording of a "Townhome II Plan" thereof as provided in Article II of the Declaration ("Plan for Development").

4. "Residential Property" means the real property declared for residential use as described in the Declaration.

5. "Open Areas" means the "Roadways", "Parking Areas" "Sidewalks" and "Open Areas" as shown on the Townhomes I Plan and as shall hereafter be declared in a Cluster Declaration or in a "Supplement" to the Declaration as provided in the Plan for Development.

6. "Recreation Area" means the real property and improvements located thereon shown on the Townhomes I Plan and as shall hereafter be located thereon and described in a Supplement to the Declaration as provided in the Plan for Development and which are set aside for use by Townhome Owners as provided in the Declaration.

7. "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached Townhomes, detached homes, a single or multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

8. "Townhome Owner" means the owner of a Townhome.

9. "Board" means the Board of Directors of the Association.

10. "Townhomes Documents" means in the aggregate the Declaration, these Articles, the By-Laws, Cluster Declarations, and all of the instruments and documents referred or incorporated therein or attached thereto.

REC-6910 page 83

BK 6910

11. "Articles" means this document.
12. "By-Laws" means the By-Laws of the Association.
13. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole to be recorded amongst the Public Records of Broward County, Florida, and any amendments, modifications or Supplements thereto as described in the Plan for Development.
14. "Cluster Declaration" means the instrument recorded upon the "Substantial Completion" of a "Residential Structure" as those terms are described in the Plan For Development, and includes the Declaration of Cluster Covenants and Cross Easements.
15. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and includes the following:
 - (a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas or any part thereof and includes the expenses specifically referred to in the Declaration, Supplement thereto or Cluster Declaration as "Open Area Expenses".
 - (b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement thereto as "Recreation Area Expenses".
 - (c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance

REC. 6910 PAGE 81

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and repair of the Residential Property under the provisions of the Declaration and includes "Cluster Expenses" specifically referred to in a Cluster Declaration.

ARTICLE II

NAME

The name of this corporation shall be The Townhomes of Oriole Association, Inc. (referred to herein as the "Association"). The present address of the Association is 450 N.W. 65th Terrace, Margate, Florida 33063.

ARTICLE III

PLAN FOR DEVELOPMENT
AND PURPOSE OF ASSOCIATION

A. Developer, as the owner of The Townhomes of Oriole, plans to enter into and record amongst the Public Records of Broward County, Florida the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole (the "Declaration") which provides a plan for development of The Townhomes of Oriole as a multi-phased residential community. The Declaration provides various land use covenants and restrictions relative to the portions thereof declared or thereafter to be declared as "Residential Property", "Open Areas" or "Recreation Area" and provides that the Association shall own, operate, administer, manage, repair and maintain portions of The Townhomes of Oriole as is from time to time declared to specific land use in the Declaration or Supplements thereto.

B. The Association is formed therefore, to own, operate, administer, manage, repair and maintain portions of The Townhomes of Oriole in accordance with the Townhomes Documents and to assess, collect and pay all expenses ("Association Expenses") necessary to perform its purpose.

DEF. 6910 PAGE 55

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ARTICLE IV

POWERS

A. In furtherance of the foregoing purposes, the Association shall have the following powers:

1. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit.

2. The Association shall have all of the powers granted to the Association in the Declaration and Cluster Declarations.

3. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association in accordance with the Townhome Documents, including but not limited to, the following powers:

(a) to make, establish, amend and enforce reasonable rules and regulations governing the Townhomes of Oriole;

(b) to make, levy, collect and enforce assessments against Townhome Owners to provide funds to pay for the expenses of the Association and the administration, management, operation, repair and maintenance of the Townhomes of Oriole and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Association;

(c) to administer, manage, operate, repair and maintain the Townhomes of Oriole and to maintain, repair and replace the improvements and personal property therein;

(d) to construct and reconstruct improvements located in the event of casualty, or other loss in accordance with the Declaration and the Cluster Declarations;

(e) to enforce by legal means the provisions of the Declaration, Cluster Declarations and other Townhome Documents;

(f) to employ personnel, retain independent contractors and professional personnel, and enter into any

OFF: 6910 Page 86

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supply, service, management or other agreements and contracts consistent with the purposes of the Association to provide for administration, management and operation of the Association.

(g) to enter into Supplement and Cluster Declarations, and amendments thereto in accordance with the Plan For Development of The Townhomes of Oriole as provided in the Declaration.

ARTICLE V
MEMBERS

The qualification of Members, the manner of their admission to membership in the Association, the manner of the termination of such membership, and the manner of voting by Members shall be as follows:

1. Until such time as Developer conveys a Townhome to a Townhome Owner, the membership of this Association shall be comprised solely of the subscribers to these Articles ("Subscriber Members"), and in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one vote on all matters requiring a vote of the membership.

2. Upon the conveyance by Developer of a Townhome to a Townhome Owner, membership of the Subscriber Members in the Association shall be automatically terminated. Thereafter each and every Townhome Owner, including the Developer as to Townhomes owned by Developer, shall be entitled to be Members and exercise all of the rights and privileges of Members.

3. Membership in the Association for Townhome Owners other than Developer shall be established by the requisition of ownership of fee title to a Townhome as evidenced by the recording of an instrument of conveyance amongst the Public Records of Broward County, Florida. The Developer shall be

OFF REC: 6910 page 87

PAGE 07

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the Townhome Owner for all Townhomes owned by it. Where title to a Townhome is acquired by conveyance from a party other than the Developer by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Townhome shall not be a Member unless or until such owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

4. No Member may assign, hypothecate or transfer in any manner his membership in the Association except as an apurtenance to his Townhome.

5. Any Member of the Association who conveys or loses title to a Townhome by sale, gift, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member of the Association with respect to such Townhome and shall lose all rights and privileges of a Member of the Association resulting from ownership of such Townhome.

6. If there is more than one Member with respect to a Townhome as a result of the fee interest in such Townhome being held by more than one person, such Members collectively shall be entitled to only one vote. The vote of the owners of a Townhome owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the owners of the Townhome, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent such certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Townhome shall not be considered.

7. Membership in the Association shall be divided into classes ("Class Members") with the Townhome Owners of

OFF. 6910 PAGE 88

each Cluster or other "Residential Structure" (as defined in the Declaration) constituting a separate class. Each class shall be designated by the same arabic number used to denote that Residential Structure. For example, Townhome Owners in Cluster I are "Class I Members".

8. In the event a Cluster Declaration or similar instrument for a Residential Structure is terminated in accordance with its provisions, the former Townhome Owners in that Residential Structure shall no longer be Members or Class Members of the Association.

9. With respect to voting, the following provisions will prevail:

(a) Either the Membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with sub-paragraphs 9 (b) and 9 (c) immediately below. In any event, however, each Townhome shall be entitled to only one vote, which vote shall be exercised and cast in accordance with the Declaration and By-Laws.

(b) In matters that require a vote, voting shall take place as follows:

(i) Matters substantially pertaining to a particular Residential Structure (such as a matter affecting Cluster Expenses of a particular Cluster) shall be voted upon only by the Class Members of that Residential Structure and shall be determined by a majority of the Class Members at any meeting having a proper quorum (as determined in accordance with the By-Laws); and

(ii) Matters pertaining to the Townhomes of Oriole I or the Townhomes of Oriole II as a whole (such as Open Areas within Townhomes of Oriole I or II) shall be determined by the Class Members within Townhomes of Oriole I or II as the case may be.

076
REC 6910 PAGE 89

BK 6910

(iii) Matters substantially pertaining to the Association or to the Townhomes of Oriole as a whole (such as matters pertaining to the Recreation Area Expenses) shall be voted on by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the By-Laws).

(c) Any decision as to whether a matter substantially pertains to a particular Residential Structure, Townhomes of Oriole I or II for purposes of Class Member voting or to the Association or The Townhomes of Oriole as a whole for Membership voting shall be determined solely by the Board, but any matter material to the Recreation Area or the Declaration as it relates to all Townhome Owners cannot be allocated by the Board to other than the full Membership. Notwithstanding the foregoing, however, no action or resolution affecting a particular Residential Structure which the Board determines to require the vote of the Membership shall be effective with regard to that particular Residential Structure unless the Townhome Owners in that Residential Structure shall be given the opportunity to vote on said act or resolution.

(d) The Membership shall be entitled to elect the Board as provided in Article X of these Articles.

ARTICLE VI

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VII

SUBSCRIBERS

The names and residences of the subscribers to these Articles of Incorporation are as follows:

OFF 6910 PAGE 30

PAGE 00

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NAME	ADDRESS
Mary Jane Sexton	900 N.E. 26th Avenue Fort Lauderdale, Florida
Barbara Bass	900 N.E. 26th Avenue Fort Lauderdale, Florida
Elliott B. Barnett	900 N.E. 26th Avenue Fort Lauderdale, Florida

ARTICLE VIII

OFFICERS

A. The affairs of the Association shall be managed by a President, one or several Vice Presidents, a Secretary and a Treasurer, and, if elected by the Board an Assistant Secretary, an Assistant Treasurer and such other officers and assistant officers designated by the Board, which officers shall be subject to the directions of the Board.

B. The Board shall elect the President, a Vice President, a Secretary, and a Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board, provided, however, such officers may be removed by the Board and other persons may be elected by the Board as such officers in the manner provided in the By-laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two offices the duties of which are not incompatible, provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary be held by the same person.

ARTICLE IX

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Richard D. Levy
Vice President	Eugene Berns

OFF. 6910 PAGE 91

FACE 01

6910
BK 6910

Secretary Antonio Nunez
Treasurer Antonio Nunez

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors (the "First Board") shall be five (5). The number of Directors elected subsequent to the First Board shall be as provided in Paragraph C of this Article X.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

NAME	ADDRESSES
Richard D. Levy	450 N.W. 65th Terrace Margate, Florida 33063
Eugene Berns	450 N.W. 65th Terrace Margate, Florida 33063
Antonio Nunez	450 N.W. 65th Terrace Margate, Florida 33063
Jacob L. Friedman	450 N.W. 65th Terrace Margate, Florida 33063
Harry Levy	450 N.W. 65th Terrace Margate, Florida 33063

Developer reserves the right to designate and elect some or all of the successor Directors to serve on the First Board upon the resignation or removal of Directors from the First Board or upon the election of the Board at annual meetings of the Members of the Association for so long as the First Board is to serve.

C. The First Board shall serve until the "Initial Election Meeting" as hereinafter described, which shall be held upon the earliest to occur of the following events, and upon which the First Board shall resign and be succeeded by the "Initial Elected Board":

- (i) Thirty (30) days after the conveyance by Developer of 350 Townhomes;

DEF. REC. 6910 PAGE 32

PAGE 00

(ii) Sixty (60) days after the sending of notice by Developer to the Association and to each Member that Developer voluntarily waives its right to continue to designate the Members of the First Board; or

(iii) Sixty (60) days prior to the Annual Members Meeting for 1980 in the manner provided in the By Laws.

D. The number of Directors of the Initial Elected Board and on the Board thereafter shall be five (5). The Members of the Association shall elect the Directors of the Initial Elected Board at a meeting to be called by the Board in whole or in part for such purpose (the "Initial Election Meeting"). A notice of such meeting shall be forwarded to all Members in accordance with the By-Laws, provided, however, that the Members shall be given at least twenty (20) but not more than forty-five (45) days notice of such meeting. There shall be at least one Director elected who is the owner of a Townhome in the Townhomes of Oriole I, and once a portion of the Townhomes of Oriole II is committed to development and a Residential Structure therein substantially completed, in accordance with the Plan for Development, one Director elected who is the owner of a Townhome in the Townhomes of Oriole II. The Initial Elected Board shall succeed the First Board upon the election thereof at such special meeting but nothing herein shall preclude the officers, directors or designees of the Developer from being elected as members of the Board at the Initial Election Meeting or at any time thereafter. The Initial Elected Board shall serve until the next Annual Meeting of the Members of the Association following this election, whereupon, the Members shall elect Directors to serve on the Board in the same manner as the Members elected the Initial Elected Board. The Board shall continue to be so elected at subsequent Annual Meetings of the Members of the Association in accordance with the By-Laws of the Association.

DEF. 6910 PAGE 03

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ARTICLE XI
BY-LAWS

The By-Laws of the Association shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws.

ARTICLE XII
INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including counsel fees at all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such a person is a Director or officer at the time such cost, expense, or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XII shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as in the best interest of the Association, and in the event a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XII shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XIII
AMENDMENT

A. Prior to the conveyance by Developer of a Townhome to a Townhome Owner, these Articles may be amended by an

REC-6910 PAGE 04

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instrument in writing signed by all of the Subscriber Members and filed in the Office of the Secretary of State of the State of Florida.

B. After the conveyance by Developer of a Townhome to a Townhome Owner, these Articles may be amended in the following manner:

1. An amendment may be first considered by either the Board or the Members, and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the Board or of the Membership) at which such proposed amendment shall be considered. Upon approval of a proposed amendment by either the Board or the Members, such proposed amendment shall be submitted for approval to the other of said bodies. Approval by the Members must be by a vote of two-thirds (2/3) of the Members present at a meeting of the Members at which a quorum is present, and approval by the Board must be by two-thirds (2/3) of the Directors present at a meeting of the Directors at which a quorum is present.

C. Notwithstanding any provision of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall abridge, amend or alter the rights of an "Institutional Mortgagee" as defined in the Declaration, or the right of Developer to designate and elect the Directors as provided in Article X hereof, without the prior written consent to such amendment by such Institutional Mortgagee or Developer, as the case may be.

D. Notwithstanding any provision of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights and obligations set forth in the Declaration or Cluster Declaration as the same may be amended from time to time in accordance with the respective provisions thereof.

OFF: 6910
REC: 6910
page 95

BK 6910

77

E. Any instrument amending the Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the public Records of Broward County Florida.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures, this day of . 1975.

Mary Jane Sexton

Mary Jane Sexton
Barbara Bass

Barbara Bass
Elliott B. Barnett

Elliott B. Barnett

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared MARY JANE SEXTON BARBARA BASS and ELLIOTT B. BARNETT, to be known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of October, 1975.

Richard James Spitzer

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 28, 1977
Issued by American Fire & Casualty Co.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

REC. 6910 PAGE 36

D A C E O

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR THE TOWNHOMES OF ORIOLE

The undersigned duly elected President and Secretary of The Townhomes of Oriole Association, Inc., do hereby certify that pursuant to Article VII-J of the Declaration of Covenants, Restrictions and Easements for the Townhomes of Oriole, the following resolution amending said documents as they are recorded at O. R. Book 6381, page 623 et seq., of the Public Records of Broward County, Florida, as amended, was adopted by a majority of the members and the Board of Directors at meetings in which respective quorums were present:

RESOLVED that, the Declaration of Covenants, Restrictions and Easements for the Townhomes of Oriole be amended as follows:

1. Article III A.3(b) be and hereby is amended to read in its entirety as follows:

(b) Parking Areas: Any portion of the Open Areas shown as "Parking Areas" and all improvements thereon shall be kept and maintained as parking facilities for Townhome Owners, their family members, guests, invitees, lessees and licensees in accordance with the rules and regulations which the Board may promulgate from time to time. The Board may also impose such fines and penalties as it deems fit and publishes to all persons affected thereby. Such fines and penalties are the primary obligation of the Townhome Owners concerned, and payment may be enforced in the same manner as special assessments under Article VI hereof, as a charge and continuing lien upon the Townhome of the responsible Townhome Owner.

Simultaneously with the conveyance of a Townhome and as an appurtenance thereto, the Developer shall transfer to such Townhome in the name of the Townhome Owner thereof, the right of use in one parking space located upon the Parking Areas. The Board may promulgate rules relative to the reassignment or transfer of parking spaces and for the designation of guest spaces and spaces for parking of certain vehicles and equipment, but there shall always be assigned to each Townhome the right of use in a particular space.

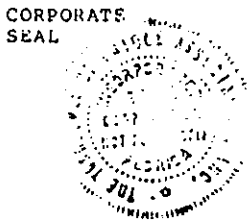
(underlining denotes additional wording from original)

EXECUTED this 18th day of MAY, 1983

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

BY: [Signature]
PRESIDENT

ATTEST: [Signature]
SECRETARY



RETURN TO STEVEN A MASON PA
6126 WASHINGTON ST
HWD FL 33023

OFF REC 1157 pg 643

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STATE OF FLORIDA)
COUNTY OF BROWARD)

TIGER BEFORE ME the undersigned authority personally appeared STEVE
~~TIGER~~ as President of The Townhomes of Oriole Association, Inc., and
he acknowledged before me that he executed the same.

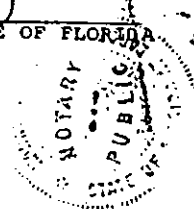
1983. WITNESS my hand and official seal this 18th day of MAY

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 14 1984
BONDED THIRD GENERAL INS. UNDERWRITERS

Jimmy Tucker
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF BROWARD)



BEFORE ME the undersigned authority personally appeared
JOHN J. FINE as secretary of the Townhomes of Oriole
Association, Inc., and acknowledged before me that he executed the
same.

1983. WITNESS my hand and official seal this 18th day of MAY

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 14 1984
BONDED THIRD GENERAL INS. UNDERWRITERS

Jimmy Tucker
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE



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FILED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
CLERK

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR THE TOWNHOMES
OF ORIOLE AND DECLARATION
SUPPLEMENT FOR THE TOWNHOMES OF
ORIOLE II

79-379626

The undersigned duly elected President and Secretary of the Townhomes of Oriole Association, Inc. do hereby certify that pursuant to Article VII-J of the Declaration of Covenants, Restrictions and Easements for the Townhomes of Oriole and the Declaration Supplement for the Townhomes of Oriole II, the following resolution amending said documents as they are recorded at O.R. Book 6380 Page 623 and O.R. Book 6675 Page 771, respectively, of the Public Records of Broward County, Florida was adopted by a majority of the members and the Board of Directors at meetings in which respective quorums were present.

RESOLVED that, the Declaration of Covenants, Restrictions and Easements for the Townhomes of Oriole and Declaration Supplement for the Townhomes of Oriole II be amended as follows:

1. Article III B, (16) be and hereby is amended to read in its entirety as follows:

16. ADDITIONS TO TOWNHOMES; FENCES: NO TOWNHOME SHALL BE ENLARGED BY ANY ADDITION THERETO EXTENDING OVER ANY TOWNHOME, OR EXTENDED INTO THE AIR SPACE ABOVE THE ROOF OF A TOWNHOME OR THE PLANES THEREOF INCLUDING, BUT NOT LIMITED TO, PORCHES, FLORIDA ROOMS, FENCES, ETC. WITHOUT THE PRIOR WRITTEN CONSENT THERETO FROM THE BOARD. SAID CONSENT SHALL BE IN THE SOLE DISCRETION OF THE BOARD BEARING IN MIND FACTORS INCLUDING, BUT NOT LIMITED TO: AESTHETIC APPEARANCE, SAFETY, IMPAIRMENT OF USE AND ENJOYMENT BY NEIGHBORING TOWNHOME OWNER(S) OF THEIR TOWNHOME(S) AND RESIDENTIAL PROPERTY, SIMILAR ADDITIONS TO OTHER TOWNHOMES, ETC. ALL TOWNHOME OWNERS DESIRING ADDITIONS SHALL SUBMIT A WRITTEN REQUEST TO THE BOARD, TOGETHER WITH A COPY OF THE PLANS/SPECIFICATIONS, CLEARLY DETAILING THE ADDITION SOUGHT TO BE APPROVED.

2. Article VI A be and hereby is amended to read in its entirety as follows:

A. Liens. Any and all individual Townhome Assessments for Association Expenses, including special assessments and Capital Contributions and all installments thereof (collectively the "Assessments") with interest thereon and costs of collection, including reasonable attorney's fees, are hereby declared to be a charge and continuing lien upon the Townhomes against which each such Assessment is made. Said lien shall be effective only from and after the time of recordation amongst the Public Records of Broward County, Florida, of a written acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. However, both prior to and after the time of recordation, each assessment against a Townhome, together with said interest thereon at the highest rate allowed by law and costs of collection thereof including without limitation, attorney's fees and recording fees, shall be the personal obligation of the person, persons or entity owning the Townhome assessed.

Record & Return to:
Law Offices
SCHLICHTE, CARBO, & FLATT, P.A.
443 So. Andrews Ave.
Ft. Lauderdale, Fl. 33301
462-2800

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RE R613 PAR 876



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Upon full payment of all sums secured by that lien the party making payment shall be entitled to a recordable satisfaction of the statement of lien. Where the Institutional Mortgagee obtains title to a Townhome as a result of foreclosure of its mortgage or deed given in lieu of foreclosure, such acquirer of title, his successors and assigns shall not be liable for the share of Assessments pertaining to such Townhome or chargeable to the former Townhome Owner which become due prior to the acquisition of title as a result of the foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Assessments shall be deemed to be Assessments collectible from all other Contributing Townhomes.

EXECUTED this 26 day of November, 1979.

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: Dorothy R. Moore
President

Attest: Betty Dupont
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared Dorothy R. Moore as President of The Townhomes of Oriole Association, Inc. and she acknowledged before me that she executed the same.

WITNESS my hand and official seal this 26th day of November, 1979.

Jeanne M. Hedman
Notary Public
Notary Public, State of Florida at Large
My Commission Expires November 12, 1982

My Commission Expires:

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared Betty Dupont as Secretary of The Townhomes of Oriole Association, Inc. and he acknowledged before me that he executed the same.

WITNESS my hand and official seal this 26th day of November, 1979.

Jeanne M. Hedman
Notary Public
Notary Public, State of Florida at Large
My Commission Expires November 12, 1982

My Commission Expires:
Record & Return to:
Law Offices

SCHLICHTE, CARBO, & PLATT, P.A. ←
440 So. Andrews Ave.
Ft. Lauderdale, FL 33301
463-2800

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

RE 2013 REC 11

21-162573

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR THE TOWNHOMES
OF ORIOLE AND DECLARATION
SUPPLEMENT FOR THE TOWNHOMES OF
ORIOLE II

The undersigned duly elected President and Secretary of The Townhomes Of Oriole Association, Inc. do hereby certify that pursuant to Article VII-J of the Declaration of Covenants, Restrictions and Easements for The Townhomes Of Oriole and the Declaration Supplement for The Townhomes Of Oriole II, the following resolution amending said documents as they are recorded in O.R. Book 6380, Page 623 and O.R. Book 6675, Page 771, respectively, of the Public Records of Broward County, Florida was adopted by a majority of the members and the Board of Directors at meetings in which respective quorums were present.

RESOLVED that the Declaration of Covenants, Restrictions and Easements for The Townhomes Of Oriole and Declaration Supplement for The Townhomes Of Oriole II be amended as follows:

1. Article III-B(15) be and hereby is amended to read in its entirety as follows:

15. UTILITY ADDITION: NO ADDITIONAL UTILITY INCLUDING WITHOUT LIMITATION, WATER, SEWAGE, ELECTRICAL, AIR CONDITIONING, AND HEATING SYSTEMS, LINES, DUCTS, CONDUITS, PIPES, WIRES OR FIXTURES SHALL BE ADDED TO SERVICE ANY TOWNHOME WITHOUT THE PRIOR WRITTEN CONSENT THERETO BY THE BOARD AND ALL OF THE TOWNHOME OWNERS WITHIN THE RESIDENTIAL STRUCTURE IN WHICH SUCH TOWNHOME IS LOCATED, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD IF SUCH ADDITION COMPLIES WITH ALL APPLICABLE ORDINANCES, REQUIREMENTS, AND REGULATIONS OF GOVERNMENTAL AUTHORITIES AND SUCH ADDITIONS CAUSE NO DAMAGE OR IMPAIRMENT OR ADDITIONAL COSTS AND THE USE OR AESTHETIC APPEARANCE OF ANY OF THE TOWNHOMES, RESIDENTIAL STRUCTURES OR ANY PART OR PARTS THEREOF ARE NOT IMPAIRED. NOTWITHSTANDING THE FOREGOING, IF ALL OF THE TOWNHOME OWNERS IN A RESIDENTIAL STRUCTURE DO NOT APPROVE OF THE ADDITIONAL UTILITY, BUT APPROVAL OF SEVENTY-FIVE (75%) PERCENT OF SUCH TOWNHOME OWNERS (ON THE BASIS OF ONE VOTE PER TOWNHOME) IS OBTAINED, THEN THE BOARD MAY DETERMINE IN ITS SOLE DISCRETION, WHETHER OR NOT INSTALLATION OF THE ADDITIONAL UTILITY SHOULD BE PERMITTED.

EXECUTED this 5th day of June, 1981.

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

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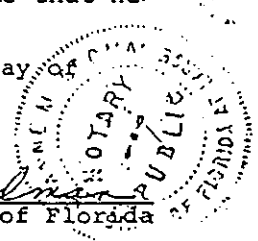
REC 9622 PAGE 292

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared
BURT CASWELL, as President of The Townhomes Of
Oriole Association, Inc. and he acknowledged before me that he
executed the same.

WITNESS my hand and official seal this 5th day of
June, 1981.

Jeane M. Hedman
Notary Public, State of Florida
At Large



My Commission Expires:

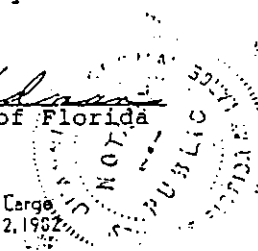
Notary Public, State of Florida at Large
My Commission Expires November 12, 1982

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE Me the undersigned authority personally appeared
HARRY TUCKER, as Secretary of The Townhomes
Of Oriole Association, Inc. and he acknowledged before me that
he executed the same.

WITNESS my hand and official seal this 5th day of
June, 1981.

Jeane M. Hedman
Notary Public, State of Florida
At Large



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires November 12, 1982

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

REF 9622 PAGE 293

LAW OFFICES
MICHAEL J. CARBO
440 S. Andrews Ave.

31-162576

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR THE TOWNHOMES
OF ORIOLE AND DECLARATION
SUPPLEMENT FOR THE TOWNHOMES OF
ORIOLE II

The undersigned duly elected President and Secretary of the Townhomes of Oriole Association, Inc. do hereby certify that pursuant to Article VII-J of the Declaration of Covenants, Restrictions and Easements for the Townhomes of Oriole and the Declaration Supplement for the Townhomes of Oriole II, the following resolution amending said documents as they are recorded at O.R. Book 6380 Page 623 and O.R. Book 6675 Page 771, respectively, of the Public Records of Broward County, Florida and subsequently amended at O.R. Book 8613 Page 876 of the Public Records of Broward County, Florida was adopted by a majority of the members and the Board of Directors at meetings in which respective quorums were present.

RESOLVED that, the Declaration of Covenants, Restrictions and Easements for the Townhomes of Oriole and Declaration Supplement for the Townhomes of Oriole II be amended as follows:

1. Article VI A be and hereby is amended to read in its entirety as follows:

A. Liens. Any and all individual Townhome Assessments for Association Expenses, including special assessments and Capital Contributions and all installments thereof (collectively the "Assessments") with interest thereon and costs of collection, including reasonable attorney's fees, are hereby declared to be a charge and continuing lien upon the Townhomes against which each such Assessment is made. IN ADDITION TO ALL OF AFORESAID ASSESSMENTS AND AMOUNTS, A LATE CHARGE OF FIVE DOLLARS SHALL BE IMPOSED UPON ANY ASSESSMENTS NOT PAID WITHIN FIFTEEN DAYS AFTER THE SAME BECOMES DUE. Said lien shall be effective only from and after the time of recordation amongst the Public Records of Broward County, Florida, of a written acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. However, both prior to and after the time of recordation, each assessment (and late charge, if imposed) against a Townhome, together with said interest thereon at the highest rate allowed by law and costs of collection thereof including without limitation, attorney's fees and recording fees, shall be the personal obligation of the person, persons or entity owning the Townhome assessed. Upon full payment of all sums secured by that lien the party making payment shall be entitled to a recordable satisfaction of the statement of lien. Where the Institutional Mortgagee obtains title to a Townhome as a result of foreclosure of its mortgage or deed given in lieu of foreclosure, such acquirer of title, his successors and assigns shall not be liable for the share of Assessments pertaining to such Townhome or chargeable to the former Townhome Owner which become due prior to the acquisition of title as a result of the foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Assessments shall be deemed to be assessments collectable from other Contributing Townhomes.

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Michael J. Carbo
LAW OFFICES
MICHAEL J. CARBO
440 S. Andrews Ave.
Ft. Lauderdale, FL 33301

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EXECUTED this 18 day of May, 1980.

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

BY: B. Caswell
President

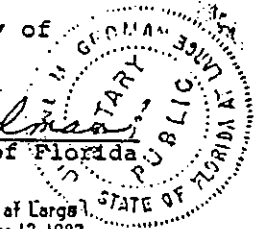
Attest: H. Tucker
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared
BURT CASWELL as President of The Townhomes of
Oriole Association, Inc. and he acknowledged before me that he
executed the same..

WITNESS my hand and official seal this 1st day of
June, 1981.

Jessie M. Hedman
Notary Public, State of Florida
At Large



My Commission Expires:

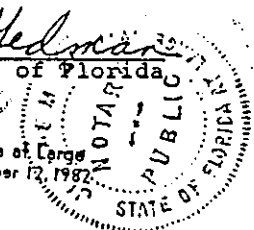
Notary Public, State of Florida at Large
My Commission Expires November 12, 1982

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared
HARRY TUCKER as Secretary of The Townhomes of
Oriole Association, Inc. and he acknowledged before me that he
executed the same.

WITNESS my hand and official seal this 1st day of
June, 1981.

Jessie M. Hedman
Notary Public, State of Florida
At Large



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires November 12, 1982

OFF 9622 PAGE 299

Record & Return to:

LAW OFFICES
MICHAEL J. CARBO
440 S. Andrews Ave.
Ft. Lauderdale, FL 33301

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS

FOR

THE TOWNHOMES OF ORIOLE

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE TOWNHOMES OF ORIOLE ("Declaration") made this 21st day of July, 1978 by ORIOLE HOMES CORP., a Florida corporation ("Developer") and joined in by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation not for profit ("Association").

WHEREAS, Developer is the owner in fee simple of the real property described as Parcel 6 of Oriole Golf & Tennis Club Section Three according to the Plat thereof recorded in Plat Book 73, Page 22 of the Public Records of Broward County, Florida and Parcel No. 1 of Oriole Golf and Tennis Club Section Four according to the Plat thereof recorded in Plat Book 84, Page 22 of the Public Records of Broward County, Florida (which parcels are hereinafter collectively referred to as the "Townhomes of Oriole Land") and plans to develop thereon a multi-phased residential community to be known as "The Townhomes of Oriole" in accordance with all applicable zoning ordinances and regulations; and

WHEREAS, Developer has established a land use plan for a portion of the Townhomes of Oriole Land described on Exhibit A hereto (the "Townhomes of Oriole I Land") and desires to provide for the preservation of the values and amenities hereby established and as may be established for this and additional portions of the Townhomes of Oriole Land hereafter committed to a land use plan (the "Uncommitted Townhomes of Oriole Land") and to this end does hereby subject the Townhomes of Oriole I Land to certain land use covenants, restrictions, easements, reservations, regulations, burdens and liens and provide the method for committing the Uncommitted Townhomes of Oriole Land thereto, all as hereinafter set forth; and

WHEREAS, the Developer has deemed it desirable for the efficient
THIS INSTRUMENT PREPARED BY

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preservation of the values and amenities established as aforesaid to create a corporation known as The Townhomes of Oriole Association, Inc. to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair of portions of Townhomes of Oriole Land, the enforcement of the covenants and restrictions contained herein, and the collection and disbursement of the assessments and charges hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that the Townhomes of Oriole Land, to the extent now and hereafter committed to this Declaration, shall be owned, held, used, transferred, sold, conveyed, devised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Declaration shall have the following meanings:

1. "The Townhomes of Oriole" means the multi-phased residential community planned for development upon the Townhomes of Oriole Land as described above, and includes the Townhomes of Oriole I and may include the Townhomes of Oriole II and all improvements now or hereafter located thereon, as hereinafter defined.

2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan has been established by Developer and herein set forth as Exhibit A hereto (the "Townhomes I Plan"). The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is herein or hereafter declared to be "Residential Property"

comprising the "Open Areas" and the "Recreation Area", as those terms are hereinafter defined.

3. "The Townhomes of Oriole II" means subsequent multi-phased portions of the Uncommitted Townhomes of Oriole Land or portion thereof and any improvements hereafter located thereon which Developer may commit to development and declare as "Residential Property", "Open Areas" and "Recreation Area", if any, upon the recording of a "Townhomes II Plan" thereof as provided in Article II herein (the "Plan for Development").

4. "Residential Property" means the real property set aside and declared for residential use and includes the real property declared as "Cluster Property" or a "Cluster" in a "Cluster Declaration", as hereinafter defined, and the residential building ("Cluster Building") and any other improvements located thereon as described in a Cluster Declaration. Each Cluster constitutes a phase in the development of the Townhomes of Oriole.

5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

6. "Open Areas" means the "Open Areas" as shown on the Townhomes I Plan and includes the "Roadways" and as more particularly described in the legal description thereof attached hereto as Exhibit C, the "Parking Areas" and "Sidewalks", all as shown on the Townhomes I Plan and as shall hereafter be declared in a Cluster Declaration or in a "Supplement" to this Declaration as provided in the Plan for Development.

7. "Recreation Area" means the real property and improvements located thereon as shown on the Townhomes I Plan and described in Exhibit D hereto and as shall hereafter be located thereon and described in a Supplement hereto as provided in the Plan for Development, and which are set aside for use by Townhome Owners as hereinafter provided.

8. "Townhome" means a single-family residential unit

located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached townhomes in a Cluster Building, detached homes, a single or multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building. The term "Townhome" includes any "Townhome Residence" as defined in any "Cluster Declaration" (hereinafter described).

9. "Townhome Owner" means the owner of a Townhome, and includes any "Townhome Residence Owner" as described in a Cluster Declaration.

10. "Board" means the Board of Directors of the Association.

11. "Townhomes Documents" means in the aggregate this Declaration, the Articles, the By-Laws, Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

12. "Articles" means the Articles of Incorporation of the Association.

13. "Bylaws" means the Bylaws of the Association.

14. "Declaration" means this instrument and any amendments, modifications or Supplements hereto.

15. "Cluster Declaration" means the Declaration of Cluster Covenants and Cross Easements which is the instrument under which Developer declares a portion of the Townhomes of Oriole Land as Residential Property and describes the "Residential Structures" and Townhomes therein.

16. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V herein, and includes the following:

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas or any part thereof and includes the expenses specifically hereafter referred to in this Declaration, Supplement thereto or Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically hereafter referred to in this Declaration or Supplement hereto as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of this Declaration and includes "Cluster Expenses" under a Cluster Declaration and any expenses specifically hereafter referred to in this Declaration or Supplement thereto or Cluster Declaration as "Residential Property Expense" or "Cluster Expenses".

17. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

18. "Servicer" means the Institutional Mortgagee who has sold or assigned its mortgage upon Townhomes to a Secondary Mortgage Market Institution.

ARTICLE II

PLAN FOR DEVELOPMENT

A. Development of The Townhomes of Oriole

1. The Developer intends to develop the Townhomes

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of Oriole Land as a multi-phased residential community in accordance with applicable zoning ordinances and regulations. Present plans call for the development of the Townhomes of Oriole I Land to contain Residential Property with fourteen (14) Clusters containing in the aggregate not more than one hundred twenty six (126) Townhomes, the Open Areas and Recreation Area in accordance with the graphic description of the plan for development thereof as shown on the Townhomes I Plan. The plan for development of the Uncommitted Townhomes of Oriole Land has not yet been determined, however, Developer agrees that there shall not be more than 250 Townhomes developed thereon. Contemporaneously with Developer's commencement of construction and marketing of improvements upon a portion of the Uncommitted Townhomes of Oriole Land and its determination to include such Uncommitted Townhomes of Oriole Land as part of the Townhomes of Oriole, the determination of which shall be at the Developer's sole discretion, the Developer shall cause to be recorded amongst the Public Records of Broward County, Florida a supplement to this Declaration ("Supplement") containing a land use plan for the Uncommitted Townhomes of Oriole Land or portions thereof ("Supplement Property") and shall set forth the plan for development thereof. The Supplement shall set forth (a) a graphic description of the plan for development (the "Townhomes II Plan"); (b) the Residential Property and maximum number of residential units which Developer may construct thereon; (c) the covenants, restrictions and easements contained in this Declaration which shall apply to the Supplement Property; (d) any additional covenants, restrictions, and easements which shall apply to the Supplement Property (including any revisions to the architectural standards or controls set forth herein which Developer, in its sole discretion, may determine shall be applicable to the Supplement Property or portions thereof regardless of the standards or controls in effect elsewhere in the Townhomes of Oriole, and (e) any additional provisions as shall be consistent with the plan for development of the Uncommitted Townhomes of Oriole Land. In the event the Supplement Property does not include the entire Uncommitted

Townhomes of Oriole Land, the Developer may cause to be recorded an additional Supplement or Supplements contemporaneously with Developer's commencement of construction or marketing of improvements upon the remaining Uncommitted Townhomes of Oriole Land, which Supplement shall be consistent with the provisions for a Supplement as set forth above.

2. Upon the "Substantial Completion" (as that term is hereafter defined) of construction of each Cluster Building, (or other Residential Structure which Developer, in its sole discretion, constitutes a phase of construction) in the Townhomes of Oriole the Developer shall cause a Cluster Declaration thereof or similar instrument to be recorded amongst the Public Records of Broward County, Florida. The Cluster Declaration shall be substantially in accordance with the form of same attached hereto as Exhibit E, subject, however, to such changes as shall be consistent with the nature of construction of the particular Residential Structure. Such instrument shall, in any event, contain (a) a legal description of the Residential Property comprising the

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Cluster Property (if any) and of each Townhome therein; (b) a graphic description of improvements upon such Residential Property; (c) an acknowledgment by the Association on behalf of the Townhome Owners therein that the property described therein is Residential Property and as such is subject to the covenants, restrictions, easements, lien rights and other provisions of this Declaration affecting the Townhomes of Oriole Land; and (d) any additional covenants, restrictions or easements which Developer in its sole discretion, shall deem applicable to such Residential Property.

B. Development of Recreation and Open Areas

1. The Developer has set aside the Recreation Area as shown on the Townhomes I Plan for use by the Townhome Owners in all of the Townhomes of Oriole. The Developer reserves the right to construct and develop the improvement on the Recreation Area designated "Phase II Pool" in conjunction with its development of the Townhomes of Oriole II Land. The provisions relative to the construction, completion and development of the Phase II Pool, if at all, shall be set forth in the initial Supplement of the Uncommitted townhomes of Oriole Land as described in subparagraph A.1 above. The expenses of operating, administering, maintaining and repairing the Recreation Area ("Recreation Area expenses") shall be assessed by the Association against all Townhome Owners equally as part of the Individual Townhome Assessment as hereinafter provided.

2. The Developer has also set aside certain Open Areas as shown on the Townhome I Plan and may hereafter set forth portions of the Uncommitted Townhomes of Oriole Land as Open Areas in a Supplement, Cluster Declaration or similar instrument as described in subparagraph A.3 above. The Open Areas herein declared and hereafter established are part of the plan for development of either the Townhomes of Oriole I or Townhomes of

Article 11 Land, depending upon which land they are located on, and as such are and shall be available for the use of the Townhome Owners whose Townhomes are located on such land. For example, the Open Areas shown on the Townhome 1 Plan (including the areas within the land designated "Proposed for Development") are or shall be available for the use of Townhome Owners in the Townhomes of Article 11 Land. The expenses of owning, operating, administering, maintaining and repairing such Open Areas ("Open Area Expenses") shall, to the extent practical, be segregated from the Open Area Expenses of Open Areas in the Townhomes of Article 11 Land and be assessed against the Townhome Owners of the Townhomes of Article 11 Land, and vice versa. Whether Developer commits the additional "Open Areas" by a Supplement, Cluster Declaration or similar instrument, such instrument shall contain (a) a legal description of the Open Areas; (b) a graphic description of improvements upon such Open Areas; (c) an acknowledgment by the Association on behalf of the Townhome Owners that the property described therein is Open Areas and as such is subject to the covenants, restrictions, easements, lien rights and other provisions of this Declaration affecting same; and (d) any additional covenants, restrictions or easements which Developer in its sole discretion, shall deem applicable to such Open Area.

C. Operation by Association

The Association has been formed to operate, administer, maintain and repair certain portions of the Cluster Property (the "Common Structural Elements" as defined in the Cluster Declarations), the Recreation Area now or hereafter committed to this Declaration and in some instances own the Open Areas, and is authorized under the Townhome Documents to levy and collect assessments to meet the expenses of performing its obligations.

("Association Expenses"). Each Townhome Owner, upon acquiring ownership to its Townhome, shall become a member of the Association and shall thereby be entitled to all rights of use and all obligations, including the obligation to pay Association Expenses and comply with the Townhomes Documents, all as further described in this Declaration and other Townhomes Documents. The Association is empowered to promulgate, amend and repeal rules and regulations relative to the performance of its functions and to settle disputes relating to the use provisions of this Declaration and Cluster Declarations, all as hereinafter described further.

ARTICLE III

COVENANTS, RESTRICTIONS AND EASEMENTS

In consideration of the keeping of the covenants hereinafter contained and the payment of the "Association Expenses" referred to herein, Developer does hereby declare and agree that those portions of the Townhomes of Oriole Land now or hereafter committed to land use as "Residential Property", "Recreation Area", or "Open Areas" shall be used, transferred, devised, sold, conveyed and occupied subject to and in accordance with the terms of this Declaration as follows:

A. Land Use Covenants

1. Residential Property: Portions of the Townhomes of Oriole Land designated on the Townhomes I Plan or hereafter designated as "Residential Property" shall be for residential use only, and may include fee simple, cooperative, condominium and/or rental type apartments, single family townhouses, attached or detached housing. No commercial or business occupations may be carried on in the Residential Property except for the construction, development and sale or rental of the Residential Property or portions thereof and except for direct accessory uses, such as

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parking, commercial deliveries and the operation of vending machines, and similar activities.

2. Recreation Area: Portions of Townhomes of Oriole Land designated on the Townhomes I Plan or hereafter designated as "Recreation Area" shall be used and conveyed solely in accordance with the covenants for such area now about to be set forth:

(a) Recreation and Social Areas: Any portions of the Recreation Area shown on the Townhomes I Plan as "Activities Center" and all land and improvements contiguous thereto shall be used, kept and maintained in a manner consistent with the improvements located thereon. The Activities Center shall be utilized as a social center, dressing and meeting area, including the holding of meetings of the Board, the members of the Association or Class of members as provided in the Articles.

(b) Pool Area: The portions of the Recreation Area shown on the Townhomes I Plan or any Supplement as "Pool" and the improvements located thereon shall be kept and maintained as a swimming pool and pool deck area and shall be used in a manner consistent with such facilities.

(c) Playground and Basketball Court: The portions of the Recreation Area shown on the Townhomes I Plan as "Playground" and "Basketball Court" shall be kept and maintained as a recreation activities area in a manner consistent with the facilities located thereon.

(d) Remaining Areas: All remaining portions of the Recreation Area shall always be kept and maintained for use as recreational, social, beautification or parking areas and not for residential, commercial or industrial use of any kind.

(e) Private Use: For the term of this Declaration the Recreation Area is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of the

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Developer, Association, the Townhome Owners, their family members, guests, invitees and lessees but only in accordance with this Declaration.

(F) Construction of Improvements: Developer shall "Substantially Complete" construction of improvements upon the Recreation Area shown on the Townhome I Plan or any Supplement within two (2) years from the sale by Developer of the first townhome in the Townhomes of Oriole I Land pursuant to a legally binding contract, subject to delays occasioned by lockouts, government restrictions, fires, earthquakes, and other acts of God, strikes, catastrophes and shortages in materials or labor or any matters beyond Developer's control or other matters which interfere with Developer, its contractors, sub-contractors or materialmen. For purposes of this Declaration "Substantially Complete" or "Substantial Completion" means the point in time when an architect or professional engineer licensed in the State of Florida designated by agreement between Association and Developer certifies that the subject improvements have been substantially completed in accordance with the plans and specifications for such improvements.

3. Open Areas: Portions of the Townhomes of Oriole Land designated on the Townhomes I Plan or hereafter designated as "Open Areas", and including areas designated as "Roadways" and "Parking Areas" shall be used and conveyed solely in accordance with the covenants for such areas now about to be set forth:

(a) Roadways: Any portions of the Open Areas shown as "Roadways" and all improvements thereon shall be kept and maintained as private roadways as a means of ingress and egress to and from publicly dedicated streets and between and among all portions of the Townhomes of Oriole Land. Street lights and utility lines may be installed on the Roadways from

time to time as Developer shall determine but in accordance with the requirements of applicable governmental agencies. Developer reserves the right to dedicate all or any portion of such Roadways to the public or, after the "Transfer Date" as provided in Article III.A.1 herein, to direct that the Association dedicate same whereupon the Association agrees to execute such Document as shall be necessary to effectuate such dedication.

(b) Parking Areas: Any portion of the Open Areas shown as "Parking Areas" and all improvements thereon shall be kept and maintained as parking facilities for Townhome Owners, their family members, guests, invitees, lessees and licensees in accordance with the rules and regulations which the Board may promulgate from time to time. Simultaneously with the conveyance of a Townhome and as an appurtenance thereto, the Developer shall transfer to such Townhome in the name of the Townhome Owner thereof, the right of use in one parking space located upon the Parking Areas. The Board may promulgate rules relating to the use and transfer of such parking spaces and spaces for the storage of equipment but there shall remain to each Townhome the right of use in a particular parking space.

(c) Sidewalks: Any portions of the Open Areas and improvements thereon shown as "Sidewalks" shall be kept and maintained as sidewalks and shall not be obstructed in any manner which prevents pedestrian traffic.

(d) Remaining Open Areas: Any portions of the Open Areas as to which no specific use designation is made shall be grassed or planted and kept grassed or planted as green open space, or other form of ground cover which Developer considers consistent with the Plan for Development for the beautification of Townhomes Of Oriole Land.

(e) Private and limited Public Use: For the term of this Declaration, the Open Areas are not for the use and enjoyment of the public, but are expressly reserved for the private use and enjoyment of Developer, Association, Townhome Owners, their family members, guests, invitees and lessees but only in accordance with this Declaration. The foregoing

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provisions do not apply to roadways or portions thereof to the extent that such roadways or portions thereof are dedicated by Developer or the Association to public use.

4. The Developer agrees that it shall convey to the Association fee simple title in and to the Recreation Area and Open Areas as hereafter described subject to the following: (1) the terms and provisions of Townhome documents including this Declaration, (2) real estate taxes for the year of such conveyance; (3) applicable zoning ordinances; (4) such facts as an accurate survey may show; and (5) all easements, reservations and restrictions of record. Developer reserves the right to convey the Recreation Area and portions of the Open Areas from time to time either in conjunction with or subsequent to the recording of Cluster Declarations or Supplement committing an Open Area to this Declaration, however, Developer agrees that the Recreation Area and Open Areas then committed to shall be conveyed to the Association on or before the "Transfer Date" which shall be the earlier of the following:

(a) The occurrence of the "Initial Election Meeting" as described in the Articles; or

(b) When the Developer shall determine that the development of Townhomes of Oriole Land has been completed.

B. RESTRICTIONS ON USE

1. PETS: NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE KEPT BY A TOWNHOME OWNER OR HIS FAMILY MEMBERS, GUESTS, INVITEES OR LESSEES UPON ANY PORTION OF THE TOWNHOMES OF ORIOLE LAND; PROVIDED, HOWEVER, THAT A COMMON HOUSEHOLD PET OR PETS MAY BE KEPT PROVIDED THAT SUCH PET OR PETS (a) ARE NOT KEPT OR MAINTAINED FOR COMMERCIAL PURPOSES; (b) SHALL NOT BE AN UNREASONABLE NUISANCE OR ANNOYANCE TO OTHER TOWNHOME OWNERS; AND (c) SHALL BE KEPT SUB-

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JECT TO ANY RULES AND REGULATIONS WHICH MAY BE PROMULGATED FROM TIME TO TIME BY THE BOARD, IN NO EVENT SHALL DOGS BE PERMITTED UPON THE OPEN AREAS OR RECREATION AREAS UNLESS UNDER LEASH. THE OWNER OF A TOWNHOME IN WHICH A PET IS KEPT SHALL INDEMNIFY THE ASSOCIATION AND HOLD IT HARMLESS AGAINST ANY LOSS OR LIABILITIES OF ANY KIND OR CHARACTER WHATSOEVER ARISING FROM OR GROWING OUT OF ANY SUCH PET.

2. NOISANCE: NO TOWNHOME OWNER SHALL CAUSE OR PERMIT TO COME FROM HIS TOWNHOME ANY UNREASONABLE NOISES OR OBNOXIOUS ODOORS OR COMMIT OR PERMIT TO BE CARRIED ON IN HIS TOWNHOME OR ELSEWHERE ON THE TOWNHOMES OF ORIOLE LAND ANY NOISANCE OR ANY IMMORAL OR ILLEGAL ACTIVITIES.

3. CLOTHESLINES: NO CLOTHESLINES SHALL BE PLACED ON AND NO CLOTHES DRYING SHALL BE UNDERTAKEN OR PERMITTED ON THE TOWNHOMES OF ORIOLE LAND PROVIDED, HOWEVER, THAT UPON THE WRITTEN REQUEST TO THE BOARD BY A MAJORITY OF THE TOWNHOME OWNERS OF A CLUSTER OR OTHER RESIDENTIAL STRUCTURE THE BOARD MAY, UPON ITS SOLE DISCRETION, PERMIT THE LOCATING OF COLLAPSIBLE, RETRACTABLE OR UMBRELLA TYPE CLOTHESLINES OR OTHER EQUIPMENT IN THE "BACK YARD" (AS DESCRIBED IN THE CLUSTER DECLARATIONS) OF THE PARTICULAR TOWNHOME OR TOWNHOMES WHOSE OWNERS HAVE MADE SUCH REQUEST.

4. BARBEQUES: BARBEQUES MAY BE LOCATED OR PERMITTED UPON THE BACK YARD OF A TOWNHOME AND UPON SUCH PORTIONS OF THE OPEN AREAS AND RECREATION AREA AS ARE, FROM TIME TO TIME, DESIGNATED BY THE ASSOCIATION; PROVIDED, HOWEVER, THAT BARBEQUING SHALL BE SUBJECT TO SUCH RULES AND REGULATIONS AS MAY BE PROMULGATED FROM TIME TO TIME BY THE BOARD.

5. COMMERCIAL AND RECREATIONAL VEHICLES: NO TRUCK, BOAT, TRAILER, MOTORCYCLE, CAMPER OR VAN OF ANY KIND SHALL PARK OR BE PARKED AT ANY TIME ON THE TOWNHOMES OF ORIOLE LAND UNLESS IT IS A COMMERCIAL VEHICLE IN THE PROCESS OF BEING LOADED OR UNLOADED OR

UNLESS SUCH VEHICLE IS USED BY A TOWNHOME OWNER, HIS FAMILY MEMBERS, GUESTS, INVITEES OR LESSEES AS PART OF HIS NORMAL COURSE OF BUSINESS OR AS A REGULAR MEANS OF TRANSPORTATION OF HIS FAMILY; AND PROVIDED FURTHER THAT NO VEHICLE WHICH EXCEEDS THE DIMENSIONS OF THE PARKING SPACE OR PARKING SPACES ASSIGNED OR TRANSFERRED TO A TOWNHOME SHALL BE PERMITTED TO PARK OR BE PARKED OVERNIGHT ON THE TOWNHOMES OF ORIOLE LAND. NOTWITHSTANDING THE PRIOR PROVISION TO THE CONTRARY, THE BOARD MAY, IN ITS SOLE DISCRETION, DESIGNATE AREAS OF THE TOWNHOMES OF ORIOLE LAND AS AREAS FOR THE PARKING OF OVERSIZED COMMERCIAL OR RECREATIONAL VEHICLES, TRAILERS, CAMPERS, VANS OR BOATS.

6. BICYCLES AND TOYS

NO BICYCLES, SCOOTERS, WAGONS, CARRIAGES, SHOPPING CARTS, CHAIRS, BENCHES, TABLES, TOYS OR OTHER SUCH ITEMS SHALL BE PARKED OR BE PERMITTED TO STAND FOR ANY PERIOD OF TIME ON THE ROADWAY OR ON THE OPEN AREAS EXCEPT IN ACCORDANCE WITH THE RULES AND REGULATIONS PROMULGATED FROM TIME TO TIME BY THE BOARD.

7. ANTENNA AND AERIALS: EACH CLUSTER SHALL CONTAIN

A MASTER TELEVISION ANTENNA SYSTEM SERVICING EACH TOWNHOME THEREIN AND, ACCORDINGLY, NO ANTENNA OR AERIAL SHALL BE PLACED UPON A CLUSTER OR WITHIN A TOWNHOME WHICH SHALL EXTEND OR PROTRUDE BEYOND THE EXTERIOR BOUNDARIES OF THE FINISHED SURFACES OF SUCH CLUSTER, INCLUDING THE EXTERIOR WALLS, WINDOWS OR ROOF OF THE CLUSTER.

8. LITTER AND GARBAGE COLLECTION: NO ARTICLES OF PERSONAL

PROPERTY SHALL BE HUNG OR SHAKEN FROM THE DOORS OR WINDOWS OF ANY TOWNHOME. NO TOWNHOME OWNER SHALL SWEEP OR THROW FROM HIS TOWNHOME ANY DIRT OR OTHER MATERIALS, OR LITTER IN ANY WAY, THE TOWNHOME OR THE RESIDENTIAL PROPERTY. NO GARBAGE, TRASH, REFUSE OR RUBBISH SHALL BE DEPOSITED, DUMPED, OR KEPT ON ANY PART OF THE RESIDENTIAL PROPERTY

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EXCEPT IN CLOSED CONTAINERS PLACED FOR PICK-UP IN ACCORDANCE WITH RULES AND REGULATIONS PROMULGATED BY THE BOARD. GARBAGE THAT IS PLACED FOR PICK-UP SHALL BE LOCATED NEAR THE SIDEWALKS CONTIGUOUS TO THE TOWNHOME BUT SHALL NOT BE LEFT OUTSIDE FOR A PERIOD IN EXCESS OF 24 HOURS AND BE SUBJECT TO SUCH ADDITIONAL RULES AND REGULATIONS AS THE BOARD MAY FROM TIME TO TIME PROMULGATE.

9. PERSONAL PROPERTY: NO ARTICLES OF PERSONAL PROPERTY OF TOWNHOME OWNERS SHALL BE PLACED ON THE TOWNHOME OR THE RESIDENTIAL PROPERTY UNLESS SUCH ARTICLES ARE BEING USED BY TOWNHOME OWNERS IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS DECLARATION AND ANY RULES AND REGULATIONS PROMULGATED FROM TIME TO TIME BY THE BOARD.

10. NOTICES: NO SIGN, ADVERTISEMENT, NOTICE, LETTERING OR DESCRIPTIVE DESIGN SHALL BE POSTED, DISPLAYED, INSCRIBED, OR AFFIXED TO THE EXTERIOR OF A CLUSTER OR OTHER RESIDENTIAL STRUCTURE. NO "FOR SALE" OR SIMILAR SIGNS OR NOTICES OF ANY KIND SHALL BE DISPLAYED OR PLACED UPON ANY PART OF A RESIDENTIAL STRUCTURE BY TOWNHOME OWNERS OTHER THAN DEVELOPER WITHOUT THE PRIOR WRITTEN APPROVAL FOR SAME FROM THE BOARD, AND, UNTIL SUCH TIME AS DEVELOPER NOTIFIES THE ASSOCIATION TO THE CONTRARY, FROM THE DEVELOPER AS WELL. ANY SIGN APPROVED BY THE BOARD FOR DISPLAY SHALL BE NO LARGER THAN FOUR (4) SQUARE FEET.

11. REMOVAL OF SOD AND SHRUBBERY: NO SOD, TOPSOIL, TREES OR SHRUBBERY SHALL BE REMOVED FROM THE TOWNHOMES OF ORIOLE LAND. NO CHANGE IN THE ELEVATION OF SUCH AREAS SHALL BE MADE, AND NO CHANGE IN THE CONDITION OF THE SOIL OR THE LEVEL OF THE LAND OF SUCH AREAS SHALL BE MADE WHICH RESULTS IN ANY PERMANENT CHANGE IN THE FLOW AND DRAINAGE OF SURFACE WATER WHICH THE BOARD, IN ITS SOLE DISCRETION, CONSIDERS DETRIMENTAL.

12. MINING: NO DRILLING, MINING OR QUARRYING OPERATIONS OR ACTIVITIES OF ANY KIND SHALL BE UNDERTAKEN OR PERMITTED TO BE UNDERTAKEN ON ANY PART OF THE TOWNHOMES OF ORIOLE LAND.

13. INCREASE IN INSURANCE RATES: NO TOWNHOME OWNER MAY TAKE ANY ACTION WHICH WILL RESULT IN AN INCREASE IN THE RATE OF ANY INSURANCE POLICY OR POLICIES COVERING ANY PORTION OF THE TOWNHOMES OF ORIOLE LAND.

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13. AWNINGS AND SHUTTERS: NO AWNINGS, CANOPIES, OR SHUTTERS, INCLUDING HURRICANE OR STORM SHUTTERS, SHALL BE ATTACHED OR AFFIXED TO THE EXTERIOR OF A RESIDENTIAL STRUCTURE UNLESS SUCH AWNINGS, CANOPIES, OR SHUTTERS HAVE BEEN APPROVED BY THE BOARD WHICH APPROVAL MAY BE BASED UPON THE AESTHETIC APPEARANCE OF THE TOWNHOMES OF ORIOLE.

15. UTILITY ADDITION: NO ADDITIONAL UTILITY INCLUDING WITHOUT LIMITATION, WATER, SEWAGE, ELECTRICAL, AIR CONDITIONING, AND HEATING SYSTEMS, LINES, DUCTS, CONDUITS, PIPES, WIRES OR FIXTURES SHALL BE ADDED TO SERVICE ANY TOWNHOME WITHOUT THE PRIOR WRITTEN CONSENT THERETO BY THE BOARD AND ALL OF THE TOWNHOME OWNERS WITHIN THE RESIDENTIAL STRUCTURE IN WHICH SUCH TOWNHOME IS LOCATED, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD IF SUCH ADDITION COMPLIES WITH ALL APPLICABLE ORDINANCES, REQUIREMENTS, AND REGULATIONS OF GOVERNMENTAL AUTHORITIES AND SUCH ADDITIONS CAUSE NO DAMAGE OR IMPAIRMENT OR ADDITIONAL COSTS AND THE USE OR AESTHETIC APPEARANCE OF ANY OF THE TOWNHOMES, RESIDENTIAL STRUCTURES OR ANY PART OR PARTS THEREOF ARE NOT IMPAIRED.

16. ADDITIONS TO TOWNHOMES; FENCES: NO TOWNHOME SHALL BE ENLARGED BY ANY ADDITION THERETO EXTENDING OVER ANY TOWNHOME, OR EXTENDED INTO THE AIR SPACE ABOVE THE ROOF OF A TOWNHOME OR THE PLANES THEREOF INCLUDING PORCHES, FLORIDA ROOMS OR FENCES, WITHOUT THE PRIOR WRITTEN CONSENT THERETO FROM THE BOARD. CONSENT OF THE BOARD TO SUCH ADDITIONS SHALL BE GRANTED PROVIDED SAME ARE LOCATED WITHIN THE LOT OF THE TOWNHOME OWNER SEEKING SUCH ADDITION AND PROVIDED SAME IS THE SOLE DISCRETION OF THE BOARD DO NOT DAMAGE OR IMPAIR THE AESTHETIC APPEARANCE OF THE TOWNHOMES OF ORIOLE LAND.

17. IMPROVEMENTS: NO TOWNHOME OWNER SHALL MAKE ANY IMPROVEMENTS, ADDITIONS OR ALTERATIONS TO OR REMOVE ANY OF THE "COMMON STRUCTURAL ELEMENTS" (AS THAT TERM IS DEFINED IN THE CLUSTER DECLARATION), THE EXTERIORS OF THE RESIDENTIAL STRUCTURES OR ANY PART OR PARTS THEREOF INCLUDING, WITHOUT LIMITATION THE PAINT

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ING, STAINING OR VARNISHING OF THE EXTERIORS OF THE RESIDENTIAL STRUCTURE WITHOUT THE PRIOR WRITTEN APPROVAL THEREOF BY ALL OF THE TOWNHOME OWNERS OF SUCH RESIDENTIAL STRUCTURE AND THE BOARD, WHICH APPROVAL MAY BE WITHHELD IN THE SOLE AND ABSOLUTE DISCRETION OF EACH OF THE TOWNHOME OWNERS WITHIN SUCH RESIDENTIAL STRUCTURE AND THE BOARD. NOTWITHSTANDING THE FOREGOING, IF ALL OF THE TOWNHOME OWNERS IN A RESIDENTIAL STRUCTURE DO NOT APPROVE OF THE PAINTING, STAINING OR VARNISHING BUT APPROVAL OF SEVENTY-FIVE (75%) PERCENT OF SUCH TOWNHOME OWNERS (ON THE BASIS OF ONE VOTE PER TOWNHOME) IS OBTAINED, THEN THE BOARD MAY DETERMINE IN ITS SOLE DISCRETION, WHETHER OR NOT THE PAINTING, STAINING OR VARNISHING SHOULD TAKE PLACE. IN ALL CASES WHERE PAINTING, STAINING OR VARNISHING OF THE EXTERIOR OF THE RESIDENTIAL STRUCTURE IS TO TAKE PLACE, THE TOWNHOME OWNERS SHALL JOINTLY AUTHORIZE OR APPOINT A CONTRACTOR TO PERFORM SUCH WORK.

18. CASUALTIES: IN THE EVENT A TOWNHOME OR ANY PART THEREOF IS DAMAGED OR DESTROYED BY CASUALTY OR OTHERWISE, OR IN THE EVENT ANY IMPROVEMENTS UPON THE RECREATION AREA OR OPEN AREAS ARE DAMAGED OR DESTROYED BY CASUALTY OR OTHERWISE THE TOWNHOME OWNER THEREOF OR ASSOCIATION AS THE CASE MAY BE SHALL PROMPTLY CLEAR ALL DEBRIS RESULTING THEREFROM AND (SUBJECT TO THE DUTIES AND OBLIGATIONS OF THE ASSOCIATION OR "INSURANCE TRUSTEE" AS HEREINAFTER PROVIDED) COMMENCE EITHER TO REBUILD OR REPAIR THE DAMAGED IMPROVEMENTS IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS DECLARATION, OR IN THE CASE OF RECREATION OR OPEN AREAS, TO GRASS OVER AND LANDSCAPE THE LAND PREVIOUSLY UNDERLYING THE IMPROVEMENTS IN A SIGHTLY MANNER.

19. RECONSTRUCTION: ANY REPAIR, REBUILDING OR RECONSTRUCTION ON ACCOUNT OF CASUALTY OR OTHER DAMAGE TO ANY TOWNHOME, RESIDENTIAL STRUCTURE, RECREATION AREA AND OPEN AREAS OR ANY PART OR PARTS THEREOF, SHALL BE SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS FOR SUCH PROPERTY AND AREAS AS ORIGINALLY CONSTRUCTED OR WITH NEW PLANS AND SPECIFICATIONS APPROVED BY THE BOARD AND ALL OF THE TOWNHOME OWNERS WHO CONTRIBUTE TOWARDS THE PAYMENT OF MAINTENANCE EXPENSES THEREOF.

20. SUB-DIVISION AND PETITION: THE RECREATION AREA, OPEN AREAS, RESIDENTIAL STRUCTURES, RESIDENTIAL PROPERTY AND THE

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TOWNHOMES THEREON SHALL NOT BE SUB-DIVIDED FURTHER THAN IS PROVIDED HEREIN AND IN THE SUPPLEMENTS HERETO OR IN THE APPLICABLE CLUSTER DECLARATION OR SIMILAR INSTRUMENT OF RECORD AND NO TOWNHOME OWNER SHALL HAVE THE RIGHT TO MAKE APPLICATION TO OR PETITION ANY COURT FOR PARTITION OF HIS INTERESTS OR THE INTEREST OF ANY OTHER TOWNHOME OWNER OR TOWNHOME OWNERS.

21. RIGHTS OF DEVELOPER: NOTWITHSTANDING ANY PROVISIONS IN THIS DECLARATION AS TO USE OR OTHERWISE TO THE CONTRARY, DEVELOPER RESERVES THE RIGHT TO CARRY ON CONSTRUCTION, DEVELOPMENT AND SALES ACTIVITIES, PLACE EQUIPMENT, MACHINERY, SUPPLIES, AND SIGNS ON ANY PART OF THE TOWNHOMES OF ORIOLE LAND OWNED BY IT OR THE ASSOCIATION; TO CONSTRUCT AND MAINTAIN ON ANY PART OF THE TOWNHOMES OF ORIOLE LAND, MODELS OF OR OTHER STRUCTURES; TO PARK VEHICLES OF PROSPECTIVE OR ACTUAL PURCHASERS, OR LESSEES OR EMPLOYEES AND PERSONNEL OF DEVELOPER ON PARKING SPACES TEMPORARILY LOCATED ON THE RECREATION AREA, RESIDENTIAL PROPERTY OR OPEN AREAS; AND TO EXERCISE THE EASEMENT RIGHTS AND ALL OTHER RIGHTS GRANTED DEVELOPER UNDER THE TOWNHOMES DOCUMENTS.

22. ASSOCIATION'S APPROVAL: IN NO EVENT SHALL THE BOARD BE DEEMED TO HAVE APPROVED ANY REQUEST OR HAVE PROMULGATED ANY RULES OR REGULATIONS RELATIVE TO OR AS PROVIDED IN THIS SUB-PARAGRAPH B HEREOF OR ELSEWHERE UNLESS SUCH APPROVAL IS GRANTED IN WRITING AND SIGNED BY THE PRESIDENT OR VICE PRESIDENT OR ANY TWO OFFICERS OF THE ASSOCIATION OR SUCH RULE AND REGULATION IS PROMULGATED IN ACCORDANCE WITH THE TOWNHOMES DOCUMENTS AND POSTED FOR SUCH TIME AND AT SUCH PLACE AS THE BOARD, IN ITS REASONABLE DISCRETION SHALL DETERMINE. THE FAILURE OF THE BOARD TO OBJECT TO A TOWNHOME OWNER'S FAILURE TO COMPLY WITH THE COVENANTS OR RESTRICTIONS CONTAINED HEREIN OR IN OTHER TOWNHOMES DOCUMENTS OR THE RULES AND REGULATIONS NOW OR HEREAFTER PROMULGATED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE BOARD OR OF ANY OTHER PARTY HAVING AN INTEREST THEREIN OF ITS RIGHT TO OBJECT TO SAME AND TO SEEK COMPLIANCE THEREWITH IN ACCORDANCE WITH ARTICLE VII D HEREOF.

C. Grant and Reservation of Easements

Developer hereby reserves and grants the following

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easements over and across the Townhomes of Oriole I Land and upon the Townhomes of Oriole II Land as and when committed to the Declaration by the recording of a Supplement, for the duration of the term of the Declaration and for the benefit of the parties or properties as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements: An easement or easements to provide utility services including but not limited to power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

2. Rights-of-Way: An easement or easements in favor of the Developer, the Association, Townhome Owners, their family members, guests, licensees, invitees and lessees over and upon the Roadways and Open Areas to provide ingress, egress and access to and from, through and between the Townhomes of Oriole Land and publically dedicated roads.

3. Easement for Encroachment: An easement for encroachment in the event any improvements upon the Recreation Area and/or Open Areas now or hereafter encroaches upon any of the Residential Property and in the event any improvements upon the Residential Property now or hereafter encroach upon the Recreation Area and/or Open Areas or facilities, as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor

of the Owner or Owners thereof and their designees.

4. Structural Cross Easements: Cross easements of support and use in favor of each of the Townhome Owners within a Residential Structure for the continued use, benefit and enjoyment and continued support, service and design of all "Common Structural Elements" and utility lines within a Residential Structure as further described in a Cluster Declaration or other instrument of record.

5. Right of Association to Enter upon Townhome or Oriole Land: An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Townhome of Oriole Land for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhome Documents.

6. Assignments: The easements reserved hereunder unto the Developer may be assigned by Developer in whole or in part to the Association, any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Developer. The Townhome Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Townhomes of Oriole Land or any portion or portions thereof in accordance with or to implement the provisions of this Paragraph III C.

D. Disputes as to Use

In the event there is any dispute as to whether the use of the Townhomes of Oriole Land or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be

referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith, provided, however, any use by Developer of the Townhomes of Oriole Land or any part thereof determined by Developer in its sole discretion, to be in accordance with subparagraph III B. 22 herein shall be deemed a use of the townhomes of Oriole Land which complies with this Declaration and such determination by Developer shall not be subject to any further determination or review to the contrary by the Board.

ARTICLE IV

ASSOCIATION EXPENSES

In order to fulfill the covenants contained in this Declaration and in order to maintain and operate the Residential Property and Open Areas now or hereafter committed to the Declaration and the Recreation Area for the recreation, use, safety, welfare and benefit of Townhome Owners, their families, invitees, guests and licensees there is hereby imposed upon each Townhome and its Townhome Owners the affirmative covenant and obligation to pay to the Association (in the manner allocated as set forth in Article V herein), and upon the Association the obligation to assess, collect and expend, the "Association Expenses", as those expenses are now about to be more fully set forth.

A. Residential Property Expenses

Any and all expenses declared to be Residential Property Expenses in a Cluster Declaration or similar instrument of record which declares a portion of the Townhomes of Oriole Land to be Residential Property and declares some or all of the expenses of such property to be Residential Property Expenses or Cluster Expenses.

B. Recreation Area Expenses and Open Area Expenses

1. Taxes

Any and all taxes levied or assessed at any and all times

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upon the Recreation Area or Open Areas (hereinafter jointly and severally referred to as "Association Areas") by any and all taxing authorities, including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and water drainage districts, and in general all taxes and tax liens which may be assessed against the Association Areas and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue on such taxes (hereinafter collectively referred to as "Association Area Expenses").

2. Utility Charges

All charges levied for utilities providing services for the Association Areas, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer, and any other type of utility or any other type of service charge.

3. Liability Insurance

The costs of the policy or policies of insurance in the form generally known as Public Liability and/or Owners policies insuring the Association against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operation and maintenance of Association Areas and improvements and buildings located thereon, or for any other risk insured against by such policies which the Association, in its sole discretion, determines to insure against. Each policy purchased by the Association shall have limits of not less than \$1,000,000 covering all claims for personal injury and property damage arising out of a single occurrence. The coverage of the liability insurance policies purchased by the Association shall include protection against water damage liability, liability for non-owned and hired auto-

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mobiles, liability of hazards related to usage, and liability for property of others. All such policies will name the Association (and the Developer until the Transfer Date) as their respective interests may appear, as insured parties under such policy or policies. The original of each policy shall be held in the office of the "Insurance Trustee" (as hereinafter defined).

4. Other Insurances

The costs of the policy or policies of insurance to allow the Association to insure any and all buildings or improvements now located or which may hereafter be located, built or placed upon the Association Areas against loss or damage caused by or resulting from at least the following; fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to developments similar to The Townhomes of Oriole in construction, location and use. The policy or policies purchased by the Association shall be in an amount equal to the full replacement value (i.e. 100% of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverage) of the facilities of the Association Areas (including all building services equipment and the like) with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and, an "Increased Cost of Construction Endorsement" or "Contingent Liability From Operation of Building Laws Endorsement" or the equivalent. All such policies will name the Association (and the Developer until the Transfer Date) as their respective interests may appear, as the insured parties under such policy or policies.

5. Miscellaneous Insurances

The costs of premiums of such forms of insurance and in

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such coverages as the Association shall determine for the protection and preservation of the Association Areas. Such insurance may include, without limitation, workmen's compensation insurance and flood insurance.

6. Reconstruction of Buildings or Improvements

Any and all sums necessary to repair, replace, construct or reconstruct any buildings or improvements on the Association Areas damaged by any casualty not covered in whole or in part by insurance. Any difference between the amount of insurance proceeds received on behalf of the Association with respect to such damage and the amount of funds necessary to repair, replace, construct or reconstruct such damage shall be an Association Area Expense, and the Association will levy a special assessment against the "Contributing Townhomes" (which means the Townhomes to which particular Association Expenses are allocated as discussed in Article V herein) to obtain the funds necessary to pay such Association Area Expense within ninety (90) days from the date such damage was incurred. The Association shall pay into an account with a federal or state commercial or savings bank or savings and loan association located in Broward County any such funds collected by special assessment and all insurance proceeds collected by the Insurance Trustee so that the funds on deposit will equal the cost of repair, replacement, construction or reconstruction of the Damaged improvements, and the Association shall go forward with all deliberate speed so that such repair, replacement, construction or reconstruction shall be completed within one (1) year from the date of the damage. Notwithstanding the above provisions of this subparagraph if after the Transfer Date and on or before the date the special assessment contemplated in this subparagraph is payable (a) the owners of at least seventy-five (75%) percent of the Contributing

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Townhomes advise the board in writing of their opposition to the special assessment and the desire for a distribution of the insurance proceeds and (b) at least seventy-five (75%) percent of the Institutional Mortgagees have given written consent to the distribution of the insurance proceeds, then the Association shall not repair, replace, construct or reconstruct the damages to the Association Areas as the case may be, but shall distribute the net insurance proceeds (after payment of the fee of the Insurance Trustee and costs) pro-rata to the Contributing Townhomes and the Institutional Mortgagees, as their respective interests may appear. The Association, as a condition of distribution of the insurance proceeds, may require any Townhome Owner to execute instruments indemnifying the Association (the "Indemnity Instruments") from the distribution and any and all actions undertaken in respect thereof.

7. Insurance Trustee

Any and all expenses necessary to retain and continue to retain a lending institution in Broward County, Florida having a trust department to act as "Insurance Trustee". The functions of the Insurance Trustee shall include holding all original policies purchased by the Association, being named as loss payee, distributing proceeds of such insurance, assisting in the reconstruction of improvements from insurance premiums and performing such other functions as shall be agreed upon.

8. Maintenance, Repair and Replacement

Any and all expenses necessary to (a) maintain and preserve the landscaped, grassed and open areas of the Association Areas including such expenses as grass cutting, tree trimming, sprinkling, and the like, and (b) keep, maintain, repair and replace any and all buildings, improvements, personal property

DECLARATION

and furniture, fixtures and equipment upon the Association Areas in a manner consistent with the development of The Townhomes of Oriole, the covenants and restrictions contained herein, and all orders, ordinances, rulings, and regulations of any and all federal, state and city governments having jurisdiction thereover as well as the statutes and laws of the State of Florida and the United States.

9. Operational Expenses

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of The Townhomes of Oriole and to perform or assist in the performance of certain obligations of Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association Expenses.

10. Fidelity Coverage

The costs to the Association of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of officers, directors, trustees, agents and employees of the Association and all other persons who handle, or who are responsible for handling funds of the Association. Such fidelity insurance shall meet the following requirements:

(a) all such fidelity insurance or bonds shall name the Association as an obligee; and

(b) such fidelity insurance or bonds shall be written in an amount equal to at least 150% of the estimated annual operating expenses of the Association, including the "Capital Contributions" hereinafter described; and

(c) such fidelity insurance or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and

(d) such insurance or bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to the Service.

11. Indemnification

The costs to the Association to indemnify and save harmless the Developer from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Association Areas or the appurtenances thereto from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense at any levels of any action or proceedings brought thereon, and from and against any orders, judgments, and/or decrees which may be entered therein. Included in the foregoing provisions for indemnification, are any expenses that the Developer may be compelled to incur, in bringing suit for the purpose of enforcing rights hereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions contained in this Declaration to be kept and performed by the Association and/or the Townhome Owners, including the payment of Association expenses.

Further, the costs to the Association of indemnifying its officers and members of the Board for all costs and expenses whatsoever incurred in the pursuance of their duties, obligations and functions hereunder and in any legal defense of such actions (including, without limitation, counsel fees and costs at all levels of any trial or proceeding, costs of investigation and discovery, any recovery, etc.)

Nothing in the provisions of this subparagraph IV.B.11 above shall require an Institutional Mortgagee to pay any Association Expenses or portion thereof attributable to costs to the Association to indemnify and save harmless the developer in accordance with such subparagraph. Any such Association Expenses shall be reallocated amongst the Townhome Owners other than the Institutional Mortgagees.

12. Reserve Funds.

The costs to establish an adequate reserve fund for replacement and/or capital refurbishment of facilities and amenities contained in the Association Areas (the "Capital Contributions") in amounts determined proper and sufficient by the Board. Each Townhome Owner acknowledges, understands and consents that Capital Contributions are the exclusive property of the Association as a whole and that no Townhome Owner shall have any interest, claim or right to any such Capital Contribution or fund composed of the same. The Association shall be responsible for maintaining the Capital Contributions in a separate reserve account and to use such funds only for capital costs and expenses as aforesaid.

13. Special Assessments

Any special assessments as shall be levied by the Board as a result of (a) extraordinary items of expense under this Declaration other than those contemplated by Capital Contributions; (b) the failure or refusal of other Townhome Owners to pay assessments of Association Expenses and (c) such other reason or basis determined by the board which are not inconsistent with the terms of any of the Townhome Documents.

14. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Association Areas, or any part thereof, not herein specifically enumerated and which is determined to be an Association Expense by the Board.

ARTICLE V

METHOD OF DETERMINING TOWNHOME OWNERS
TO ASSESS FOR AND ASSESSMENT OF
ASSOCIATION EXPENSES

A. Determining "Contributing Townhomes"

1. The Developer hereby declares, and the Association, on behalf of all townhome Owners agrees, that the Residential Property Expenses, Open Area Expenses and Recreation Area Expenses comprising the Association Expenses shall each be assessed against and paid by that group or class of Townhomes to whom is available the use of the property which gives rise to such Association Expense (the "Contributing Townhomes"). Thus, the expenses of the Recreation Area (Recreation Area Expenses) shall be paid by the Association out of funds assessed and collected from all Townhome Owners in the Townhomes of Oriole Land, the expenses of the Open Areas (Open Area Expenses) shall be paid by the Association out of funds assessed and collected from townhome Owners in the Townhomes of Oriole I or II Land depending upon which property such Open Areas are located on, and the expenses of the various phases of the Residential Property (Residential Property Expenses) shall be paid by the Association out of funds assessed and collected from Townhome Owners of the Residential Structure and appurtenances thereto giving rise to such expenses.

B. Determining Individual Townhome Assessments

1. As provided in the By-Laws of the Association, the Board shall prepare an annual estimated Association Expense Budget which shall reflect the estimated Recreation Area, Open Area and Residential Property Expenses and shall allocate an equal share of each category of the estimated expenses amongst the various contributing Townhomes for each category of Association Expense in order to determine an "Individual Townhome Assessment" for each Townhome. Thus, assuming that there are 6 townhomes in Cluster 1, 126 Townhomes in Townhomes of Oriole I, 250 Townhomes in the Townhomes of Oriole II and therefore a total of 376 Townhomes in the Townhomes of Oriole, there would be assessed to

Townhome A in Cluster 1 of the Townhomes of Oriole, as its Individual Townhome Assessment, a 1/6th share of the Residential Property ("Cluster 1") Expenses, a 1/120th share of Open Area Expenses attributable to the Open Areas in The Townhomes of Oriole 1 only, and a 1/376th share of Recreation Area Expenses, (subject to any increases for special assessments).

2. The Individual Townhome Assessments shall be adjusted monthly to allow for any change in the number of Contributing Townhomes for Association Area Expenses by dividing the total anticipated Association Area Expenses for the remaining months of the calendar year (as determined by the Budget for such expenses), by the number of Contributing Townhomes as of fifteen (15) days prior to the end of such calendar month and dividing that quotient by the number of calendar months remaining, the then quotient being the Association Area Expenses portion of the installment of the Individual Townhome Assessment for the next month. The Individual Townhome Assessments may also be adjusted monthly in instances where the Board determines that the estimated Association Expenses are insufficient or more than is required to meet the actual Association Expenses being incurred.

3. For purposes of assessments the number of Townhomes contained in any Residential Structure which is subsequently destroyed, damaged or demolished shall be the number of such Townhomes originally constructed until such time as the structure is replaced and a new Certificate of Occupancy is issued, whereupon the number of Townhomes contained in the replaced structure shall be used in computing the number of Contributing Townhomes.

4. The Individual Townhome Assessments shall be payable monthly in advance on the first day of each month

of each year. Monies paid to the Association on account of outstanding assessments which are insufficient to pay the entire monies due shall be applied first to the payment in full of Recreation Area Expenses; then to the payment in full of Open Area Expenses and the balance if any towards Residential Property Expenses.

C. Determination of Individual Townhome Assessments during the "Interim Period".

1. The term "Interim Period" means that period of time commencing with the date of this Declaration and continuing until midnight on December 31, 1976.

2. During the Interim Period it is agreed by the Association and the Developer that the Townhome Owners (exclusive of the Developer) shall pay a flat sum of Twenty (\$20,000) Dollars per month for the "Guaranteed Expenses", pro-rated as of the date of the conveyance of title of a Townhome to the Townhome Owner by Developer. For purposes of this Declaration "Guaranteed Expenses" means the Association Expenses exclusive of any charges to the Cluster Property or Townhomes therein for individual Townhome taxes, or for water, sewer, electricity or garbage collection; exclusive of any insurance upon the Residential Property which may be required from time to time by any Institutional Mortgagee or by the Association through its Board; and exclusive of any real estate taxes assessed against any Townhome by any governmental agency or authority. During the Interim Period, Developer covenants and agrees with the Association and the Townhome Owners that Developer will pay the difference, if any, between the actual Guaranteed Expenses incurred and the assessed amounts made therefor against Townhome Owners other than Developer. During the Interim Period Seller shall not be required to make any payments for Association or Guaranteed Expenses or any installments thereof for Townhomes owned by Developer.

D. Scope of Liability

The Townhome Owners acknowledge that they are jointly

and severally liable for their own Individual Townhome Assessment and that such assessment may be increased in the event the owners of other Contributing Townhomes fail or refuse to pay their Individual Townhome Assessment and that payment of such increased Individual Townhome Assessment or special assessment due to other Townhome Owners' non-payment can be enforced by the Association and Developer in the same manner as all other assessments hereunder as provided in Article VI herein.

ARTICLE VI

ESTABLISHMENT AND ENFORCEMENT OF LIENS

A. Liens

Any and all Individual Townhome Assessments for Association Expenses, including special assessments and Capital Contributions and all installments thereof (collectively the "Assessments") with interest thereon and costs of collection, including reasonable attorneys' fees as hereinafter provided, are hereby declared to be a charge and continuing lien upon the Townhomes against which each such Assessment is made. Each Assessment against a Townhome, together with such interest thereon at the highest rate allowed by law and costs of collection thereof, including attorneys' fees shall be the personal obligation of the person, persons or entity owning the Townhome assessed. Said lien shall be effective only from and after the time of recordation amongst the Public Records of Broward County, Florida, of a written acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien the party making payment shall be entitled to a recordable satisfaction of the statement of lien. Where the Institutional Mortgagee obtains title to a Townhome as a result of foreclosure

of its mortgage or deed given in lieu of foreclosure, such acquirer of title, his successors and assigns shall not be liable for the share of Assessments pertaining to such Townhome or chargeable to the former Townhome Owner which became due prior to the acquisition of title as a result of the foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Assessments shall be deemed to be Assessments collectible from all other Contributing Townhomes.

h. Enforcement

In the event any Townhome Owner shall fail to pay Assessments, or any installment thereof charged to such Townhome within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any of the following remedies, to the extent permitted by law:

1. To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

2. To advance on behalf of the owner of such Townhome in default or borrow funds to accomplish the needs of the Association and the amount of monies so advanced, or borrowed, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such advance or loan, together with interest at the highest allowable rate, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

3. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

4. To file an action at law to collect said Assessment plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' fees without waiving any lien rights and/or rights of foreclosure in the Association.

C. Collection by Developer

In the event for any reason the Association shall fail to collect the Assessments, then in that event the Developer until the Transfer Date, shall have the right to collect the same in the same manner as the Association as set forth in subparagraph VI B above.

D. Rights of Institutional Mortgagees to Pay Assessments and Receive Reimbursement

An Institutional Mortgagee may, jointly or singly, pay any of the Assessments which are in default and which may or have become a charge against any of the Townhomes of Oriole Land. Further, such mortgagees may pay any insurance premiums or fidelity bond premiums or other required items of Association Area Expenses when the same are overdue and when lapses in policies or services may occur. Institutional Mortgagees making any such payments will be entitled to immediate reimbursement from the Association and the Association shall execute an instrument in statutory recordable form to this effect and give the original of such instrument to the Institutional Mortgagee owed the greatest amount of reimbursement. Any other Institutional Mortgagee who is owed reimbursement hereunder shall be entitled to receive from the Association a certified copy of the aforementioned instrument.

ARTICLE VII

GENERAL PROVISIONS

A. Lawful Use of Townhomes of Oriole Land

The Townhomes of Oriole Land is subject to and the Association and each Townhome Owner will conform to and observe

1589

all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County of Broward, and all other governmental and public authorities and boards or officers of the same relating to such properties, any improvements thereon, or the use thereof, and no illegal or immoral purpose, use, business or occupation will be permitted on such properties.

B. Incorporation of Townhome Documents

Any and all deeds conveying a Townhome shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Townhome Documents, including this declaration, whether or not the incorporation of the terms and conditions of the Townhome Documents is specifically set forth by reference in such deed, and acceptance by a Townhome Owner of such a deed shall be deemed to be acceptance by such Townhome Owner of all of the terms and conditions of the Townhome Documents. The Cluster Declaration or similar instrument of record shall provide for the method of conveyance and description of each Townhome.

C. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to (a) any Townhome Owner, to the last known address of the person whose name appears as the Townhome Owner on the records of the Association at the time of such mailing; (b) to the Association at 450 Northwest 65th Terrace, Margate, Florida, 33065 or such address as the association shall hereafter notify Developer and all Townhome Owners of in writing; and (c) to Developer at 450 N. W. 65th Terrace, Margate, Florida or such other address or addresses as the Developer shall hereafter notify the Association of in writing who will notify all Townhome

670011830

Owners.

D. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Owner or Townhome Owners, and any Institutional Mortgagee holding a first mortgage on a Townhome or upon a portion of Townhomes of Oriole Land in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant, restriction or easement herein contained shall in no event be deemed a waiver of such covenant, restriction or easement or of the right of such party to thereafter enforce such covenant, restriction or easement. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels.

E. Subordination

Developer, the Association and all Townhome Owners covenant that their respective interests in this Declaration shall be subordinated to the lien and encumbrance of any existing mortgages, any replacement thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon any portion of the Association Area. Developer, the Association and all Townhome Owners by acceptance of their deed of conveyance agree to execute any such instruments as may be necessary to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation solely of Developer and there shall be no obligation of the Association or any Townhome Owner with respect to such payments.

F. Condemnation

1. Taking or Substantial Taking: If at any time during the term of this Declaration, the whole or substantially all of the Association Areas shall be taken for any public or quasi-public purpose by any lawful power or authority, by the exercise or the right of any condemnation of eminent domain or by agreement between those authorized to exercise such right (hereinafter for the purpose of this sub-paragraph called "Condemnation"), this Declaration, all obligations hereunder, and the term hereof shall terminate and expire on the date of such taking and Association Expenses provided to be paid shall be apportioned and paid to the date of such taking.

2. Less than Entire Taking: Except as hereinafter specifically provided, if less than the whole, or less than substantially all of the Association Area shall be taken by Condemnation, this Declaration and the terms hereof shall continue, without reduction, abatement or effect of any nature whatsoever upon said term or the liability to pay in full the Association Expenses herein reserved and provided to be paid.

3. Division of Awards: The rights of Developer and other Townhome Owners in and to the net award or awards (after reasonable fees and expenses of collection) after any such Condemnation as described in paragraphs 1 and 2 of this subparagraph F shall be determined as follows:

(a) Developer shall always be entitled to receive such portion of the award therefor and with interest thereon as shall represent compensation for the value of the land or part thereof so taken which has not yet been committed to this Declaration. To the extent that Developer owns any Townhomes,

1989

Developer shall participate in any awards for its interest in the Association Areas along with and to no lesser degree than other Townhome Owners.

(b) The Association shall have the right to attend and participate in all hearings relevant to the Condemnation and to receive notice from Developer of such hearings.

4. Repair and Replacement: If any improvements upon the Association Areas, or any replacement thereof shall be damaged or partially destroyed by any Condemnation of less than all or substantially all thereof, then the Association shall proceed with reasonable diligence to demolish if necessary and to construct any necessary demolition and to repair, replace or rebuild, to be paid for as part of the Association Expenses hereunder, so as to constitute any remaining part thereof complete in good condition and repair. The Association shall hold that portion, if any, of any award which represents consequential damages to said improvement or replacements thereof or to the part of said building, and improvements and replacements thereof not so taken together with the right to receive such portion and together with any award or awards, or a portion of the award or awards received under the provisions of paragraph 3 of this subparagraph F, in trust, for application of the same to the cost and expense as herein provided. If the construction of improvements or any replacements thereof shall equal or exceed an aggregate cost of \$25,000.00, the same shall be conducted under the supervision of an architect or engineer licensed in the State of Florida selected by the Association and such work shall be done in accordance with plans and specifications prepared and approved in writing by such architect or engineer and submitted to the Developer for approval, whose approval shall not unreasonably be withheld.

5. Temporary Use: If the temporary use of the whole or any part of the Association Areas shall be taken at any time during the term of this Declaration by the exercise of the right of condemnation, the term of this Declaration shall not be reduced or affected in any way and the Association Expenses herein reserved and provided to be paid shall continue to be due and payable and the various Townhome Owners shall be entitled to the entire award granted by reason of such taking.

6. Taking of Residential Property: In the event of any condemnation of the Residential Property, the award therefor and with interest thereon as shall represent compensation for the value of the property taken shall be payable jointly to the record owner or owners and Institutional Mortgagee or Mortgagees thereof as of the date of taking in accordance with their respective interests in such property.

B. Captions

Articles and paragraph captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Declaration.

II. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

1. Severability

In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent juris-

1981-1982

dition, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or a reduction in the term of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

J. Amendment and Modification

The right to amend and modify this Declaration is hereby reserved unto Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed of record amongst the Public Records of Broward County, Florida, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration and that no amendment which impairs or prejudices the rights of an Institutional Mortgagee's holding a first lien on Townhomes, will be made without the prior written consent thereto by such Institutional Mortgagee.

K. Delegation

The Association pursuant to resolution duly adopted by its Board shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration as provided herein, to any managing agency or entity selected by the Board from time to time.

L. Term

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, easements, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhomes shall run with and bind the Townhomes of Oriole Land to the extent committed hereto

and inure to the benefit of Developer, the Association, Townhome Owners and their respective legal representatives, heirs, successors and assigns for a term of eighty (80) years from the date of the recording of this Declaration amongst the Public Records of Broward County, Florida, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such eighty (80) year term or of any such ten (10) year extension thereof, there is recorded amongst the Public Records of Broward County, Florida, an instrument signed by two-thirds (2/3rds) of the then Townhome Owners and all Institutional Mortgagees in existence one (1) year prior to the termination of such term or extension, agreeing to terminate this Declaration upon which event this Declaration shall be terminated upon the expiration of the eighty (80) year term or the ten (10) year extension during which such instrument of termination is recorded.

IN WITNESS WHEREOF, this Declaration of Covenants, Restrictions and Easements for the Townhomes of Oriole has been signed by Developer and the Association the day and year first above set forth.

WITNESSETH:

[Signature]

John M. Hunter

[Signature]

John M. Hunter

ORIOLE HOMES CORP.

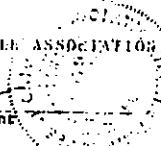
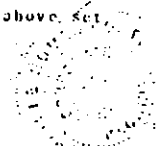
By: *[Signature]*
R. D. Levy, President

Attest: *[Signature]*
A. Nunez, Assistant Secretary
(S.E.A.)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: *[Signature]*
R. D. Levy, President

Attest: *[Signature]*
A. Nunez, Secretary
(S.E.A.)



COPY 1 1989

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Nunez the President and Assistant Secretary, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of October 1954

Mary Adeline Rowland
Notary Public

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Nunez the President and Assistant Secretary, respectively, of THE TOWNHOMES OF URTOLI ASSOCIATION, INC. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of October 1954

Mary Adeline Rowland
Notary Public

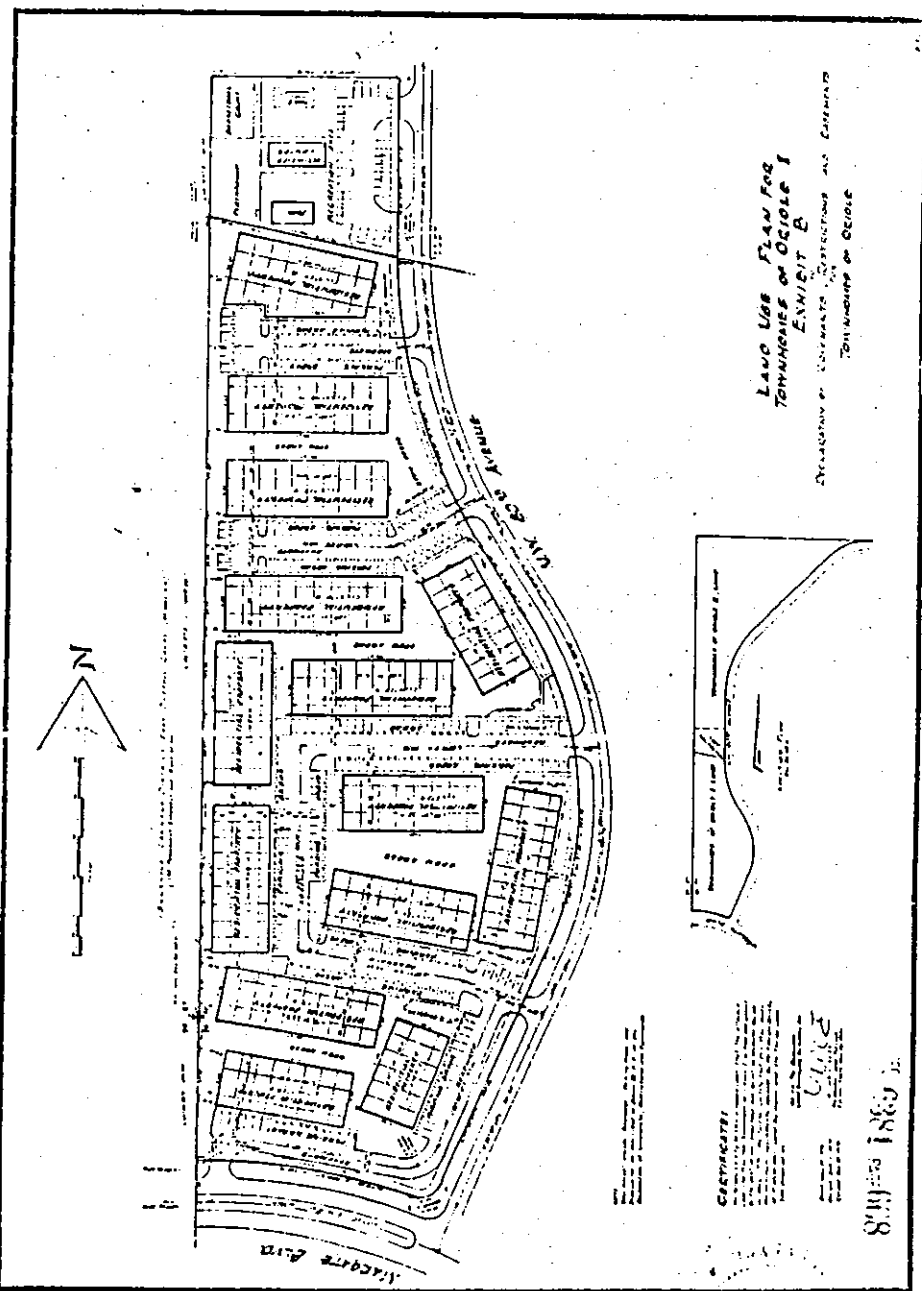
My Commission Expires:

DESCRIPTION OF OVERALL LANDS

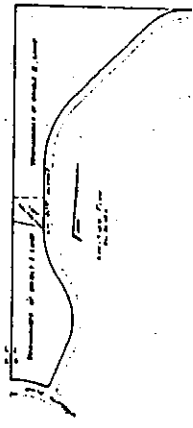
EXHIBIT A
THE TOWNHOMES OF ORIOLE I LAND

Parcel "B" of "ORIOLE GOLF AND TENNIS CLUB SECTION THREE", according to the Plat thereof as recorded in Plat Book 78, Page 22, of the Public Records of Broward County, Florida; together with a portion of Parcel 1 of "ORIOLE GOLF AND TENNIS CLUB SECTION FOUR", according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:
BEGINNING at the Southwest corner of said Parcel 1; thence northerly along the West boundary of said Parcel 1, North $00^{\circ} 12' 47''$ East, 180.00 feet; thence South $89^{\circ} 47' 13''$ East, 234.722 feet to N. W. 80th Avenue; thence southerly along said Avenue, South $00^{\circ} 03' 39''$ West, 217.807 feet; thence southerly along the arc of a tangent curve concave to the East, having a radius of 696.440 feet, a delta of $00^{\circ} 59' 24''$, an arc distance of 12.033 feet to the South boundary of said Parcel 1; thence westerly along said line, North $77^{\circ} 50' 05''$ West, 240.654 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

PREPARED BY
WILLIAM V. KEITH, PLS
MAY, 1975



Lavo U.S. Flax Mill
 TOWNHIPS OF GEORGIA
 EXHIBIT B
 REGULATIONS CONCERNING THE CONSTRUCTION AND DESIGN
 OF TOWNHIPS OF GEORGIA



AUGUST 1869

CERTIFICATE:
 This is to certify that the above plan and specification have been examined and approved by the Board of Health of the City of Savannah, Georgia, on the 15th day of August, 1869.
 J. B. GILLESPIE, Mayor



DESCRIPTION

THE TOWNHOMES OF ORIOLE I
OPEN AREAS - EXHIBIT C

Parcel "B" of "ORIOLE GOLF AND TENNIS CLUB SECTION THREE", according to the Plat thereof as recorded in Plat Book 78, Page 22 of the Public Records of Broward County, Florida; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LANDS: COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence South $00^{\circ} 03' 23''$ West, along the West boundary of said Parcel "B" 44.36 feet; thence South $69^{\circ} 15' 08''$ East, 215.57 feet to the Point of Beginning; thence North $20^{\circ} 44' 52''$ East, 127.06 feet; thence South $69^{\circ} 15' 08''$ East, 71.50 feet; thence South $20^{\circ} 44' 52''$ West, 127.06 feet; thence North $69^{\circ} 15' 08''$ West, 71.50 feet to the Point of Beginning;

ALSO LESS THE FOLLOWING DESCRIBED:

COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence South $00^{\circ} 03' 23''$ West, along the West boundary of said Parcel "B" 111.54 feet; thence South $79^{\circ} 47' 13''$ East, 22.98 feet to the Point of Beginning; thence North $10^{\circ} 12' 47''$ East, 71.50 feet; thence South $79^{\circ} 47' 13''$ East, 161.67 feet; thence South $10^{\circ} 12' 47''$ West, 71.50 feet; thence North $79^{\circ} 47' 13''$ West, 161.67 feet to the Point of Beginning;

ALSO LESS THE FOLLOWING DESCRIBED:

COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence North $00^{\circ} 12' 47''$ East, along the West boundary of said Parcel "B" 71.28 feet; thence South $79^{\circ} 47' 13''$ East, 33.94 feet to the Point of Beginning; thence South $79^{\circ} 47' 13''$ East, 201.67 feet; thence South $10^{\circ} 12' 47''$ West, 71.50 feet; thence North $79^{\circ} 47' 13''$ West, 201.67 feet; thence North $10^{\circ} 12' 47''$ East, 71.50 feet to the Point of Beginning;

ALSO LESS THE FOLLOWING DESCRIBED:

COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence North $00^{\circ} 12' 47''$ East, along the West boundary of said Parcel "B" 82.09 feet; thence South $89^{\circ} 47' 13''$ East, 14.00 feet to the Point of Beginning; thence North $00^{\circ} 12' 47''$ East, 187.67 feet; thence South $89^{\circ} 47' 13''$ East, 71.50 feet; thence South $00^{\circ} 12' 47''$ West, 187.67 feet; thence North $89^{\circ} 47' 13''$ West, 71.50 feet to the Point of Beginning;

continued

ALSO LESS THE FOLLOWING DESCRIBED:

COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence North $00^{\circ} 12' 47''$ East, along the West boundary of said Parcel "B" 145.41 feet; thence South $79^{\circ} 47' 13''$ East, 155.32 feet to the Point of Beginning; thence North $10^{\circ} 12' 47''$ East, 71.50 feet; thence South $79^{\circ} 47' 13''$ East, 181.67 feet; thence South $10^{\circ} 12' 47''$ West, 71.50 feet; thence North $79^{\circ} 47' 13''$ West, 181.67 feet to the Point of Beginning;

ALSO LESS THE FOLLOWING DESCRIBED:

COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence North $00^{\circ} 12' 47''$ East, along the West boundary of said Parcel "B" 159.12 feet; thence South $79^{\circ} 47' 13''$ East, 349.37 feet to the Point of Beginning; thence North $10^{\circ} 12' 47''$ East, 201.67 feet; thence South $79^{\circ} 47' 13''$ East, 71.50 feet; thence South $10^{\circ} 12' 47''$ West, 201.67 feet; thence North $79^{\circ} 47' 13''$ West, 71.50 feet to the Point of Beginning;

ALSO LESS THE FOLLOWING DESCRIBED:

COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence North $00^{\circ} 12' 47''$ East, along the West boundary of said Parcel "B" 238.85 feet; thence South $89^{\circ} 47' 13''$ East, 175.00 feet to the Point of Beginning; thence North $00^{\circ} 12' 47''$ East, 71.50 feet; thence South $89^{\circ} 47' 13''$ East, 177.67 feet; thence South $00^{\circ} 12' 47''$ West, 71.50 feet; thence North $00^{\circ} 47' 13''$ West, 177.67 feet to the Point of Beginning;

ALSO LESS THE FOLLOWING DESCRIBED:

COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence North $00^{\circ} 12' 47''$ East, along the West boundary of said Parcel "B" 294.78 feet; thence South $89^{\circ} 47' 13''$ East, 14.00 feet to the Point of Beginning; thence North $00^{\circ} 12' 47''$ East, 181.67 feet; thence South $89^{\circ} 47' 13''$ East, 71.50 feet; thence South $00^{\circ} 12' 47''$ West, 181.67 feet; thence North $89^{\circ} 47' 13''$ West, 71.50 feet to the Point of Beginning.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LANDS:

COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence North $00^{\circ} 12' 47''$ East, along the West boundary of said Parcel "B" 383.35 feet; thence South $89^{\circ} 47' 13''$ East, 109.50 feet to the Point of Beginning; thence North $00^{\circ} 12' 47''$ East, 71.50 feet; thence South $89^{\circ} 47' 13''$ East, 201.67 feet; thence South $00^{\circ} 12' 47''$ West, 71.50 feet; thence North $89^{\circ} 47' 13''$ West, 201.67 feet to the Point of Beginning;

continued

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EXHIBIT C
(Page Three)

3.

ALSO LESS THE FOLLOWING DESCRIBED:

COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence North $00^{\circ} 12' 47''$ East, along the West boundary of said Parcel "B" 553.10 feet; thence South $89^{\circ} 47' 13''$ East, 269.71 feet to the Point of Beginning; thence North $60^{\circ} 52' 46''$ East, 71.50 feet; thence South $29^{\circ} 07' 14''$ East, 177.67 feet; thence South $60^{\circ} 52' 46''$ West, 71.50 feet; thence North $29^{\circ} 07' 14''$ West, 177.67 feet to the Point of Beginning;

ALSO LESS THE FOLLOWING DESCRIBED:

COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence North $00^{\circ} 12' 47''$ East, along the West boundary of said Parcel "B" 488.85 feet; thence South $89^{\circ} 47' 13''$ East, 25.00 feet to the Point of Beginning; thence North $00^{\circ} 12' 47''$ East, 71.50 feet; thence South $89^{\circ} 47' 13''$ East, 221.67 feet; thence South $00^{\circ} 12' 47''$ West, 71.50 feet; thence North $89^{\circ} 47' 13''$ West, 221.67 feet to the Point of Beginning;

ALSO LESS THE FOLLOWING DESCRIBED:

COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence North $00^{\circ} 12' 47''$ East, along the West boundary of said Parcel "B" 633.35 feet; thence South $89^{\circ} 47' 13''$ East, 25.00 feet to the Point of Beginning; thence North $00^{\circ} 12' 47''$ East, 71.50 feet; thence South $89^{\circ} 47' 13''$ East, 201.67 feet; thence South $00^{\circ} 12' 47''$ West, 71.50 feet; thence North $89^{\circ} 47' 13''$ West, 201.67 feet to the Point of Beginning;

ALSO LESS THE FOLLOWING DESCRIBED:

COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence North $00^{\circ} 12' 47''$ East, along the West boundary of said Parcel "B" 738.85 feet; thence South $89^{\circ} 47' 13''$ East, 25.00 feet to the Point of Beginning; thence North $00^{\circ} 12' 47''$ East, 71.50 feet; thence South $89^{\circ} 47' 13''$ East, 199.67 feet; thence South $00^{\circ} 12' 47''$ West, 71.50 feet; thence North $89^{\circ} 47' 13''$ West, 199.67 feet to the Point of Beginning;

ALSO LESS THE FOLLOWING DESCRIBED:

COMMENCE at the Northwest corner of said Parcel "B"; thence South $77^{\circ} 50' 05''$ East, along the North boundary of said Parcel "B" 40.24 feet; thence South $12^{\circ} 09' 55''$ West, 11.38 feet to the Point of Beginning; thence South $77^{\circ} 50' 05''$ East, 177.67 feet; thence South $12^{\circ} 09' 55''$ West, 71.80 feet; thence North $89^{\circ} 47' 13''$ West, 126.96 feet; thence North $00^{\circ} 12' 47''$ East, 15.00 feet; thence North $89^{\circ} 47' 13''$ West, 51.47 feet; thence North $12^{\circ} 09' 55''$ East, 94.08 feet to the Point of Beginning.

PREPARED BY:
WILLIAM V. KEITH, PLS
OCTOBER, 1975

DESCRIPTION

EXHIBIT D
RECREATION AREA
THE TOWNHOMES OF ORIOLE I

A portion of Parcel 1 of "ORIOLE GOLF AND TENNIS CLUB SECTION FOUR", according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows: BEGINNING at the Southwest corner of said Parcel 1; thence northerly along the West boundary of said Parcel 1, North $00^{\circ} 12' 47''$ East, 180.00 feet; thence South $89^{\circ} 47' 13''$ East, 234.722 feet to N. W. 80th Avenue; thence southerly along said Avenue, South $00^{\circ} 03' 39''$ West, 217.807 feet; thence southerly along the arc of a tangent curve concave to the East, having a radius of 696.440 feet, a Delta of $00^{\circ} 59' 24''$, an arc distance of 12.033 feet to the South boundary of said Parcel 1; thence westerly along said line, North $77^{\circ} 50' 05''$ West, 240.654 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

PREPARED BY
WILLIAM V. KEITH, PLS
MAY, 1975

0981 1980 50

"TYPICAL"
DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER _____
OF THE TOWNHOMES OF ORIOLE I

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER _____ OF THE TOWNHOMES OF ORIOLE I (the "Cluster ___ Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this ___ day of 197__ by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster ___ Property", referred to herein for brevity as the "Cluster Property" or "Cluster ___") has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book _____, Page _____ of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration calls for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration); and

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster ___ Building", referred to herein for brevity as the "Cluster Building") is now "Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire

EXHIBIT E TO
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR
THE TOWNHOMES OF ORIOLE

0981-679

to subject the Cluster Property, the "Townhomes" thereon and the "Cluster ___ Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the benefits and burdens hereinafter set forth, the Developer hereby declares that the Cluster Property shall be owned, held, transferred, sold, conveyed, demised, and occupied subject to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens as set forth in the Declaration and herein.

ARTICLE I
DEFINITIONS

The following words and phrases when used in this Cluster Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "The Townhomes of Oriole" means the multi-phased residential community planned for development upon the Townhomes of Oriole Land as described in the Declaration and includes the Townhomes of Oriole I and may include the "Townhomes of Oriole II" and all improvements now or hereafter located thereon, (as that term is hereinafter defined).

2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan ("the Townhomes I Plan") has been established by Developer and set forth in the Declaration. The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is declared in the Declaration to be "Residential Property", "Open Areas" and the "Recreation Area", as those terms are hereinafter defined.

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3. "The Townhomes of Oriole II" means subsequent multi-phased portions of the "Uncommitted Townhomes of Oriole Land" (as defined in the Declaration) or portions thereof and any improvements hereafter located thereon which Developer may commit to development and declare as "Residential Property", "Open Areas" and "Recreation Area", if any, upon the recording of a "Townhome II Plan" thereof as provided in Article II of the Declaration ("Plan For Development").

4. "Residential Property" means the real property set aside and declared for residential use as described in the Declaration and includes the Cluster Property.

5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

6. "Open Areas" means the "Roadways" as shown on the Townhomes I Plan and more particularly described in the legal description thereof attached to the Declaration as Exhibit C, the "Parking Areas", "Sidewalks" and "Open Areas" as shown on the Townhomes I Plan and as shall hereafter be declared in a Cluster Declaration or in a "Supplement" to the Declaration as provided in the Plan For Development.

7. "Recreation Area" means the real property and improvements located thereon as shown on the Townhomes I Plan and described in Exhibit D to the Declaration and as shall hereafter be located thereon and described in a "Supplement" to the Declaration as provided in the Plan For Development, which are set aside for use by Townhome Owners as provided in the Declaration.

8. "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached Townhomes in a Cluster Building, detached homes, a single or

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multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

9. "Townhome Residence" means a Townhome on a particular lot on the Cluster Property and includes any and all improvements situate thereon.

10. "Townhome Owner" means the owner of a Townhome.

11. "Townhome Residence Owner" means the owner of a Townhome Residence. "Townhome Residence Owners" means the owners of all Townhome Residences in the Cluster Property.

12. "Residence" means the residential unit located upon a lot within the Cluster Property.

13. "Lot" means the real property within the Cluster Property upon which a Residence is located and as shown on the "Graphic Description" hereinafter described.

14. "Board" means the Board of Directors of the Association.

15. "Townhomes Documents" means in the aggregate the Declaration, the Articles, the By-Laws, this and other Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-Laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in the Official Records Book _____, Page _____ of the Public Records of Broward County, Florida, and any amendments, modifications or Supplements thereto as described on the Plan for Development.

19. "Association Expenses" means the expenses for which some or all of the townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and includes the following:

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(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement thereto or Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement thereto as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration and includes "Cluster Expenses" under this Cluster Declaration.

20. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

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ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement
Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as "Residential Property" in accordance with Article III of the Declaration, to be used, transferred, devised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY
AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto

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including the right of use of the Open Areas in the townhomes of Oriole I Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of Lot A and the Townhome Residence constructed thereon (as such lot designations and Residences are shown on the Graphic Description) is henceforth legally described as follows:

Townhome A of Cluster _____ of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster _____ recorded in Official Records Book _____ Page _____ of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

The ownership of a lot, a Residence, the easement rights in common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective Interests.

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or any of such interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, features or parts which are structural elements of the Cluster Property or of more than one Residence thereon hereinafter referred to as "Common Structural Elements". The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".

3. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the lot lines between Residences. All of the foregoing are collectively referred to as "Siding".

4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

REV. 03/81 PAGE 10

5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot Lines and all foundational and support structures (hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Areas and Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner may in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(a) Responsibilities of Townhome Residence Owners:

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(1) Each Townhome Residence Owner shall maintain in good condition and repair at his own expense all portions of his townhome, including the Common Structural Elements or portions thereof contained in his townhome residence. Each Townhome Residence Owner shall maintain the exterior appearance of his townhome residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or varnishing of any outside or exterior portion or surfaces of his townhome or the Cluster Building except upon approval of the townhome residence owners therein, all Institutional Mortgagees holding mortgages upon townhome residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known

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to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

(d) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding any Townhome Residence other than a Townhome Residence in the Cluster Building.

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair

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the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.

~~(2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, impairs, or may impair the easement rights of other Townhome Residence Owners or maintenance obligations therein) the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.~~

(3) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents.

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of

the parties and Cluster Property as hereinafter specified for the following purposes:

1. **Utility & Governmental Services Easements:**

An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

2. **Rights-of-Way:** An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. **Easement for Encroachment:** An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for

the maintenance and use of the encroaching improvements in favor of each of the Townhome Residence Owners or their designees.

4. Structural Cross Easements: Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of each of the Association, Townhome Residence Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhome Residences and Common Structural Elements within the Cluster Property.

5. Right of Association to Enter upon Cluster Property: An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Cluster Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhome Documents including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Townhome Residence Owners.

6. An easement for ingress and egress in favor of Developer and its designees in conjunction with its development, marketing and sale of townhome Residences.

7. Assignments: The easements reserved hereunder unto the Association may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Developer. The Townhome Residence Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time

to time be necessary to grant easements over and upon the Cluster Property or portions thereof in accordance with or to complement the provisions of the Declaration or this Cluster Declaration.

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

1. As provided in the Declaration and By-Laws, the Association by its Board, shall prepare a budget of the estimated Association Expenses, which include Recreation Area Expenses, Open Area Expenses and Residential Property Expenses including the "Cluster Expenses" as hereinafter described. The Recreation Area Expenses and Open Area Expenses shall be allocated and assessed amongst the appropriate "Contributing Townhomes" as provided in the Declaration. The Cluster Expenses shall be allocated and assessed against each Townhome Residence exclusively, with each Townhome Residence to be assessed a percentage share thereof as set forth in Exhibit D hereto, and which allocated sum shall be assessed as part of the "Annual Townhome Assessment" for such Townhome Residence as defined in the Declaration.

2. In the instance where Residential Property Expenses are allocated to this Cluster together with any other Residential Structure or Structures, such as any utilities for which a single meter governs more than one Residential Structure, the Board shall allocate a portion thereof to this Cluster, taking into consideration the number of Townhomes in each of the Residential Structures incurring such expenses in order to attempt to provide a uniform Annual Townhome

Assessment, subject, however, to any expenses occasioned by or for a particular Townhome or Residential Structure which the Board determines should be allocated specifically thereto.

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhome Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

The following expenses are specifically declared to be Cluster Expenses which the Association is obligated to collect in the manner provided in this Cluster Declaration, and all of the Townhome Residence Owners are obligated to pay upon assessment. The specification of the following expenses shall in no way limit the meaning of Cluster Expenses or the type or amount of expenses which the Association may incur for which the Townhome Residences and owners thereof will be subject to assessment.

1. Taxes

In the event that any taxing authority having jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any such tax shall be included, if possible, in the estimated annual Association Expense budget

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as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

All charges levied for utilities providing services for the Cluster Property which are not metered to individual Townhome Residences, whether supplied by a private firm or public utility, including any and all such charges for water, gas, electricity, sewer, and any other type of utility or service charge.

3. Insurance

The premiums on any policy or policies of insurance required under Article IX hereof together with the costs of such other policies of insurance as the Board, with the consent of the Townhome Residence Owners at any meeting thereof, shall determine to be in the best interests of the Cluster Property.

4. Reconstruction of Buildings or Improvements

Any sums necessary to repair, replace, construct or reconstruct any and all buildings or improvements on the Cluster Property damaged by fire, windstorm or other casualty not covered in whole or in part by insurance.

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5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V 4.1.(b) hereinabove in a manner consistent with the development of The Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Cluster Declaration or in curing any default, violation, or failure to perform or abide by such covenants, restrictions, terms and conditions.

7. Operational Expenses

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Cluster Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of the Cluster Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Cluster Expenses hereunder.

8. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Cluster Property, or any part thereof, not herein specifically enumerated and which is determined to be an item of Cluster Expenses by the Association.

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

Each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration) which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owners obtaining same. If, however, any Institutional Mortgagee having a lien upon the Cluster Property or any portion thereof, shall so require the Association shall purchase the following coverage:

A. Public Liability Insurance

Comprehensive policies of public liability insurance covering all of the Common Structural Elements. The insurance purchased shall contain (i) a "Severability of Interest Endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Townhome Residence Owner because of the negligent acts of the Association or other Townhome Residence Owners; (ii) not less than \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence; (iii) protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall be customarily covered with respect to improvements similar to the building in construction, location and use.

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B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Demolition Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. A named insured under such policies shall be the Association, as trustee for the Townhome Residence Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and
2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and
3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the

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Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named thereon, including Institutional Mortgagees holding mortgages within such Cluster Property or the "Service;" (as defined in the declaration); and

5. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Townhome Residence Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

6. All policies of insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (a) without the prior written approval of the Association and any Insurance Trustee or (b) when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party, or (c) any requirement of law.

7. All Institutional Mortgagees shall have the right to approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article IX.

B. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for the entire Townhomes of Drive or portions thereof, provided that the coverages required hereunder are fulfilled.

ARTICLE X

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complied with the covenants,

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restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Residence Owner or Owners, and any "Institutional Mortgagee" (as defined in the Declaration) in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of such covenant or restriction or of the right of such party thereafter to enforce such covenant and restriction. The prevailing party in any such litigation shall be entitled to reasonable court costs and attorneys' fees at all trial and appellate levels.

C. Subordination

The Association and all Townhome Residence Owners covenant that their respective interests in the Recreation Area and Open Areas shall be subordinated to the lien and encumbrance of any existing mortgages, any replacements thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon the Recreation Area or Open Areas. The Association is hereby authorized on behalf of all Townhome Owners to execute any such instruments as Developer shall require to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation

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solely of Developer and there shall be no obligation of the Association or any Townhome Residence Owner with respect to such payments.

D. Institutional Mortgagees

1. Lien Rights In the event any bona fide Institutional Mortgagee holding a first mortgage on a Townhome Residence obtains title to such Townhome Residence as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Cluster Expenses or other Association Expenses or assessments by the Association charged to such Townhome Residence or chargeable to the former Townhome Residence Owner of such Townhome Residence which became due prior to the acquisition of title of such Townhome Residence as a result of such foreclosure or deed in lieu of foreclosure unless such assessments were secured by a claim of lien filed of record amongst the Public Records of Broward County, Florida prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. The unpaid assessments, if any, shall be collectable from all of the Townhome Residence Owners including the acquirer of title to the Townhome Residence, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Townhome Residence Owners.

2. Amendments Notwithstanding any provision in this Cluster Declaration to the contrary, this Cluster Declaration cannot be amended in any manner which impairs or prejudices the rights or priorities of the Institutional Mortgagees without the prior written approval of such Institutional Mortgagees.

3. Notices Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such mortgagee on a Townhome Residence, the Association shall timely deliver to such mortgagee the following:

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Townhome

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Residence owners of the self-management of such property;

(b) Written notice of any damage thereafter to a townhome Residence, the cost of repair of which is estimated by the Association to be in excess of One Thousand (\$1,000.00) Dollars;

(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for distribution to the owners of Townhome Residences; and

(d) Written notice of any material amendment or the abandonment or termination of this Cluster Declaration in accordance with the terms hereof.

E. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

F. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants, restrictions, easements or terms and conditions of this Cluster Declaration or a reduction in the terms of the same by reason of the legal rule against

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perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

H. Conflict

In the event of any conflict between the provisions of the Declaration and this Cluster Declaration the provisions of the Declaration shall prevail unless the Board, in its sole discretion determines that the resolution of the conflict shall not, in any event affect any property other than this Cluster Property, in which event the provisions of this Cluster Declaration shall prevail.

I. Amendment and Modification

The right to amend and modify this Cluster Declaration is hereby reserved unto Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed of record amongst the Public Records of Broward County, Florida, and further provided, however, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration. No amendment or modification which affects any rights or priorities of Institutional Mortgagees shall be effective unless approved in writing by such Institutional Mortgagee.

J. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhome Residences shall run with and bind the Cluster Property and inure to the benefit of Developer, the Association, Townhome Residence Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Townhome Residence Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration.

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upon which event this Cluster Declaration shall be terminated upon the recording of a instrument of termination signed by all such owners and Mortgagees. In the event this Cluster Declaration is terminated prior to the termination of the Declaration, the obligation to pay Association Expenses to the Association and the lien rights against the Townhome Residences as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Townhome Residence and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration the townhome residences shall remain obligated to repair, maintain and reconstruct the Townhome Residence and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article X.B herein.

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster _____ of the Townhomes of Oriole I has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

ORIOLE HOMES CORP.

By: _____

Attest: _____

(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: _____

Attest: _____

(SEAL)

BY 4381 12/11/08

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____ the _____ and _____ respectively, of _____ ORIOLE BROS CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1975.

Notary Public

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____ the _____ and _____ respectively, of _____ THE TOWNSHIPS OF ORIOLE ASSOCIATION, INC. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1975.

Notary Public

My Commission Expires:

EXHIBITS TO
DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS AGREEMENT

EXHIBIT A

Exhibit A is the legal description of the "Cluster Property" which is contained amongst the legal descriptions located in the rear of this booklet.

EXHIBIT B

Exhibit B is the "Graphic Description" of the Cluster Property which is also contained in the rear of this booklet.

EXHIBIT C

Exhibit C is the form of Warranty Deed, a copy of which is contained in this booklet.

EXHIBIT D

Exhibit D is the share in the "Cluster Expenses" allocated to each townhome. An equal share shall be allocated to each townhome within a Cluster. For example, each townhome within a Cluster containing eight (8) townhomes shall be allocated a 12.5% share.

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THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

Section 1. Identification of Association

1.1 These are the By-Laws of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., hereinafter referred to as the "Association", as duly adopted by the Board of Directors of the Association. The Association is a corporation not for profit organized pursuant to and under Chapter 617 of the Florida Statutes for the purpose among other things of administering, managing, operating and maintaining a residential community to be known as "The Townhomes of Oriole".

1.2 The office of the Association shall be for the present at and thereafter may be located at any place in Broward County, Florida designated by the Board of Directors of the Association.

1.3 The fiscal year of the Association shall be the calendar year.

1.4 The seal of the Association shall bear the name of the Association, the word "Florida", and the words "Corporation Not For Profit".

Section 2. Definitions

The following words and phrases when used in the By-Laws shall have the following meanings:

2.1 "The Townhomes of Oriole" means the multi-phased residential community planned for development upon The Townhomes of Oriole land as described in the Declaration, and includes The Townhomes of Oriole I and may include The Townhomes of Oriole II and all improvements now or hereafter located thereon, as defined in the Declaration.

2.2 "Residential Property" means the real property set aside and declared for residential use and includes the real property declared as "Cluster Property" or a "Cluster" in a "Cluster Declaration", as hereinafter defined, and the residential building ("Cluster Building") and any other improvements located thereon as described in a Cluster Declaration. Each Cluster constitutes a phase in the development of The Townhomes of Oriole.

2.3 "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

2.4 "Open Areas" means the "Roadways" as shown on the Townhomes I Plan set forth in the Declaration, "Parking Areas", "Sidewalks" and "Open Areas" as shown on the Townhomes I Plan and as shall hereafter be declared in a Cluster Declaration or in a "Supplement" to the Declaration as provided in the Plan for Development.

2.5 "Recreation Area" means the real property and improve-

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OFF REC. 0910 PAGE 07

OFF REC. 0910 PAGE 07

ments located thereon as shown on the Townhomes I Plan and as shall hereafter be located thereon and described in a Supplement as provided in the Plan for Development contained in the Declaration, and which are set aside for use by Townhome Owners as provided in the Declaration.

2.6 "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached townhomes in a Cluster Building, detached houses, a single or multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

2.7 "Townhome Owner" means the owner of a Townhome.

2.8 "Board" means the Board of Directors of the Association.

2.9 "Townhomes Documents" means in the aggregate the Declaration, the Articles, these By-Laws, Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

2.10 "Articles" means the Articles of Incorporation of the Association.

2.11 "By-Laws" means this instrument.

2.12 "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes recorded in the Official Records Book _____, Page _____ of the Public Records of Broward County, Florida, and any amendments, modifications or Supplements thereto as described on the Plan for Development.

2.13 "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in the Declaration, and includes the following:

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas or any part thereof and includes the expenses specifically referred to in the Declaration, Supplement thereto or Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement thereto as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration and includes "Cluster Expenses" under a Cluster Declaration and any expenses specifically referred to in the Declaration or Supplement thereto or Cluster Declaration as

OFF. REC. 6910 PAGE 93

"Residential Property Expense" or "Cluster Expenses".

2.14 "Institutional Mortgagee" means any lending institution having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of Comptroller, Division of Banking of the State of Florida, or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

Section 3. Membership, Members' Meetings, Voting and Proxies

3.1 The qualification of Members, the manner of their admission to membership in the Association, and the manner of the termination of such membership shall be as set forth in Article V of the Articles.

3.2 The Members shall meet annually at the office of the Association or at such other place in Broward County, Florida, as determined by the Board and as designated in the notice of such meeting at 7:30 o'clock p.m., local time, on the third Tuesday in the month of April of each year (the "Annual Meeting") commencing with the year 1976, provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Tuesday which is not a legal holiday. The purpose of an Annual Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article X of the Articles), and to transact any other business authorized to be transacted by the Members at such Annual Meeting.

3.3 Special meetings of the Membership or of a Class of Members shall be held at any place within the County of Broward, State of Florida whenever called by the President or Vice President of the Association or a majority of the Board. A special meeting must be called by the President or Vice President of the Association upon receipt of a written request from one-third (1/3) of the entire membership or, as to any Class of Members upon receipt of a written request from one-third (1/3) of the Members of such Class.

3.4 A written notice of all meetings of Members (whether the Annual Meeting or a special meeting of the Members) shall be mailed to each Member entitled to vote thereat at his last known address as it appears on the books of the Association not less than fourteen (14) days nor more than thirty (30) days prior to the date of such meeting. Proof of such mailing shall be given by the affidavit of the person who mailed such notice. The notice shall state the time and place of such meeting and the object for which the meeting is called and shall be signed by an officer of the Association. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after such meeting, which waiver shall be in writing and shall be deemed receipt of notice by such Member of such meeting.

3.5 The Membership or the Members of a Class may, at the discretion of the Board, act by written agreement in lieu of a

DEF. REC. 6910 PAGE 09

meeting, provided, however, that written notice of the matter or matters to be determined by such Members is given to the Membership or Class of Members, as the case may be, at the addresses and within the time periods set forth in Section 3.4 hereof for notices of meetings of Members or is duly waived in accordance with such Section. Any determination as to the matter or matters to be determined pursuant to such notice by the number of persons that would be able to determine the subject matter at a meeting shall be binding on all of the Membership or Class of Members, provided, however, a quorum of the membership responds in writing to such notice in the manner set forth in the notice. Any such notice shall set forth a time period during which time a response may be made thereto.

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3.6 A quorum of the Members shall consist of persons entitled to cast a majority of the votes of the entire Membership. A quorum of any meeting of a Class of Members shall consist of persons entitled to cast a majority of the votes of such Class of Members. A Member may join in the action of a meeting of Members by signing the minutes thereof, and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. Matters approved by a majority of the Members present at a meeting at which a quorum is present shall constitute the official acts of the Members, except as otherwise specifically provided by law, the Declaration, the Articles, any other Townhomes Document, or elsewhere herein.

3.7 If at any meetings of the Membership or Class of Members, as the case may be, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at a meeting of the Members as originally called may be transacted at any adjourned meeting thereof. In the case of the adjournment of a meeting, notice to the Members of such adjournment shall be as determined by the Members.

3.8 Minutes of all meetings of the Members shall be kept in a businesslike manner and be available for inspection by the Members and Directors at the office of the Association at all reasonable times.

3.9 Voting rights of Members shall be as stated in the Articles. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him and in his place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournment thereof if so stated. A proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast pursuant to such proxy.

3.10 At any time prior to a vote upon any matter at a meeting of the Membership or Class of Members, as the case may be, any Member may raise the question of the use of a secret written ballot for the voting on any matter. In the event of the use of such secret written ballot, the chairman of the meeting shall call for nominations and the election of inspectors of election to collect and tally such written ballots upon the completion of the balloting upon such matter.

3.11 For purposes of these By-Laws, provisions applicable to meetings of Members shall also apply to meetings of a Class of Members.

Section 4. Board of Directors; Directors' Meetings.

4.1 The form of administration of the Association shall be

OFF. 6910 PAGE 100

by a board of directors. The "First Board", as defined in Article X of the Articles, shall consist of five (5) Directors and at no time shall there be less than five (5) Directors on the Board.

4.2 The election and, if applicable, designation of Directors, shall be conducted in accordance with the Articles.

4.3 Subject to the Developer's rights set forth in Section 4.5(b) below, vacancies in the Board shall be filled by persons elected by the remaining Directors. Any such person shall be a Director and have all of the rights, privileges, duties and obligations as a Director elected at an Annual Meeting and shall serve for the term prescribed in Section 4.4 of these By-Laws.

4.4 The term of each Director's service shall extend until the next Annual Meeting and until his successor is duly elected and qualified, or until he is earlier removed from such service in the manner elsewhere provided herein.

4.5 (a) A Director elected by the Members as provided in the Articles may be removed from office upon the affirmative vote of two-thirds (2/3) of the Members at a special meeting of the Members for any reason deemed by the Members to be in the best interest of the Association, provided, however, before any Director is removed from office, he shall be notified in writing fourteen (14) days prior to the special meeting at which a motion for his removal will be made that a motion to remove him will be made, and such Director shall be given an opportunity to be heard at such meeting should he be present thereat.

(b) A Director designated by the Developer, as provided in the Articles, may be removed only by the Developer in its sole and absolute discretion without any need for a meeting or vote. The Developer shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy created on the Board as to a Director designated by it, and the Developer shall notify the Board of such removal or vacancy and the Developer shall notify the Board of such removal or vacancy of the name of the respective successor Director, and of the commencement date for the term of such successor Director.

4.6 The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

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

4.8 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the date for such meeting. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any Director before, during or after such meeting, and such waiver shall be deemed receipt of notice by such Director of such meeting.

REC-6910 MAR-101

PAGE 101

4.9 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such a signing shall constitute the presence of such Director for the purpose of determining a quorum. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as otherwise specifically provided by law, the Articles, any Townhomes Document, or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at a meeting of the Board as originally called may be transacted at any adjourned meeting thereof. In the case of the adjournment of a meeting, notice to the Directors of such adjournment shall be as determined by the Board.

4.10 The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.11 Directors' Fees, if any, shall be determined by the majority of the Membership of the Association.

4.12 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at the office of the Association at all reasonable times.

4.13 The Board shall have the power to appoint Executive Committees of the Board consisting of not less than three (3) Directors. Executive Committees shall have and exercise such powers of the Board as may be delegated to such Executive Committee by the Board.

4.14 Meetings of the Board shall be open to all Members. Unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in a meeting, the Member shall not be entitled to participate in any meeting of the Board but shall only be entitled to act as an Observer. In the event that a Member not serving as a Director or not otherwise invited by the Directors to participate in a meeting attempts to participate rather than observe at such meeting, or conducts himself in a manner detrimental to the carrying on of such meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient evidence that he is a Member or that he was specifically invited by the Directors to participate in such meeting.

Section 5. Powers and Duties of the Board of Directors

All of the powers and duties of the Association, including those under the Declaration, the Articles and any other Townhomes Documents, shall be exercised by the Board unless otherwise specifically delegated therein to the Members. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Townhomes Documents and shall include but not be

OFF
REC 6910 PAGE 102

limited to the following:

5.1 Making, establishing, amending and enforcing reasonable rules and regulations governing the portions of The Townhomes of Oriole Land under Association jurisdiction.

5.2 Making, levying, collecting and enforcing assessments against Members to provide funds to pay the Association Expenses. Such assessments shall be collected by the Association by payments made directly to the Association by the Members in the manner set forth in the Townhome's Documents.

5.3 Maintaining, managing, administering and operating and repairing and replacing the improvements and personal property located therein.

5.4 Constructing and reconstructing improvements located in The Townhomes of Oriole and the portions of The Townhomes of Oriole which the Association has jurisdiction over in the event of casualty or other loss thereof and making further authorized improvements therein.

5.5 Enforcing by legal means the provisions of the Townhomes Documents.

5.6 Retaining independent contractors and professional personnel and entering into and terminating service, supply and management agreements and contracts to provide for the administration, management, operation, repair and maintenance of The Townhomes of Oriole and the portions of The Townhomes of Oriole Land which the Association has jurisdiction over and the Association and the maintenance, care and repair of improvements located on portions of The Townhomes of Oriole Land which the Association has jurisdiction over, including the delegation to third parties of powers of the Board with respect thereto.

5.7 Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration of the purposes of this Association and paying all of the salaries therefor.

5.8 Entering into and terminating management agreements and contracts for the maintenance and care of the portions of The Townhomes of Oriole Land which the Association has jurisdiction over or any part thereof, including the delegation to third parties pursuant to such agreements or contracts of powers and duties of the Board with respect to the care and maintenance of portions of The Townhomes of Oriole Land which the Association has jurisdiction over.

5.9 Paying costs of all power, water, sewer and other utilities services rendered to the "Association Areas" as described in the Declaration and the portions of the Townhomes of Oriole Land which the Association has jurisdiction over and not billed to individual Townhome Owners.

5.10 Paying taxes and assessments which are or may become liens against any property located in the Association Areas and the portions of the Townhomes of Oriole Land which the Association has jurisdiction over other than the individual Townhomes and assessing the same against Townhomes.

OFF REC 6910 PAGE 103

5.11 Purchasing and carrying insurance for the protection of Townhome Owners and the Association against casualty and liability with respect to the Townhomes of Oriole Land which the Association has jurisdiction over in accordance with the Townhomes Documents.

Section 6. Officers of the Association

6.1 The officers of the Association shall be a President, who shall be a Director, one or several Vice Presidents, a Treasurer, a Secretary, and, if the Board so determines an Assistant Treasurer and an Assistant Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by a vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall determine to be necessary or appropriate for the management of the affairs of the Association.

6.2 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 a President, including, but not limited to, the power to appoint such committees at such times from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. The President shall preside at all meetings of the Board.

6.3 In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First", "Second", etcetera, and shall exercise the powers and perform the duties of the Presidency in such order.

6.4 The Secretary shall keep the minutes of all meetings of the Board and of the Members, which minutes shall be kept in a businesslike manner and shall be available for inspection at the office of the Association by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board to do so. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of a Secretary. The Assistant Secretary, if any, shall assist the Secretary and in the absence or disability of the Secretary, shall exercise the power and perform the duties of the Secretary.

6.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of a Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer, and in the absence or disability of the Treasurer, shall exercise the power and perform the duties of the Treasurer.

OFF 6910 PAGE 102

OFF 6910 PAGE 102

6.6 The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude the contracting with a Director or a party affiliated with a Director for the management of any part or all of The Townhomes of Oriole.

Section 7. Accounting Records; Fiscal Management

7.1 The Board shall adopt a budget of the anticipated expenses of the Association for each forthcoming fiscal year at a special meeting of the Board ("Budget Meeting") called for that purpose during the first two weeks of November of each year commencing 1977. Prior to the Budget Meeting, a proposed budget shall be prepared by or on behalf of the Board, which budget shall include, but not be limited to, the following items of "Association Expenses", as defined in the Declaration for the Residential Property and Association Areas: (i) Salaries; (ii) Services; (iii) Utilities; (iv) Administration of the Association; (v) Supplies and Materials; (vi) Insurance; (vii) Security; (viii) Repairs and Maintenance; (ix) Management Fees; (x) Taxes; (xi) Operating Capital; and (xii) Other Expenses. The Budget shall reflect an allocation of Association Expenses to the Recreation Area, Open Areas in each of Townhomes of Oriole I and II Land and portion of Residential Properties (including each Cluster Property) in order that the Association Expenses may be allocated to the appropriate "Contributing Townhomes" as provided in the Townhomes Documents. Copies of the proposed budgets or those portions thereof deemed relevant to each Class of Members, shall be mailed to each Member at the Member's last known address as shown on the books and records of the Association within thirty (30) days after said Budget Meeting.

7.2 The Board may also include in any such proposed Budget either annually or from time to time as the Board shall determine the same to be necessary a sum of money for the making of betterments to the improvements and personal property of the Association or for the establishment of reserves for repair or replacement thereof including any "Capital Contributions" as called for under the Townhomes Documents.

7.3 No Board shall be required to anticipate revenue from assessments or expend funds to pay for Association Expenses not included in the budget or which exceed budgeted amounts, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater Association Expenses than income from assessments, then such deficits shall be carried into the next succeeding year's budget as a deficiency or shall be the subject of a special assessment to be levied by the Board as otherwise provided in the Declaration.

7.4 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such depository shall be only by checks signed by such persons as are authorized by the Board.

7.5 In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses

REF: 6910 PAGE 105

incurred by the Association in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Association Expenses which cover more than such calendar year; (iv) assessments shall be made not less frequently than quarterly in amounts not less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all unpaid operating expenses previously incurred; and (v) Association Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such Association Expenses is received. Any provision to the contrary notwithstanding, regular and/or interim assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred.

7.6 The Association shall use the cash basis method of accounting which shall conform to generally accepted accounting standards and principles, and the Association shall maintain accounting records in accordance with good and accepted accounting practices, which shall be open to inspection by Members or their authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and be signed by the Member giving such authorization and dated within sixty (60) days of the date of any such inspection. Written summaries of the accounting records shall be supplied at least annually to the Members. Such records shall include the following: (i) a record of all receipts and expenditures; (ii) an account for each Townhome which shall designate the name and address of the Townhome Owner; (iii) the amount of each assessment charged to the Townhome; (iv) the amount and due dates for each assessment; and (v) the amounts paid upon such account and the balance due thereon.

7.7 A financial statement of the accounts of the Association shall be made annually by an auditor, accountant, or Certified Public Accountant designated by the Board and a copy of a report of such audit shall be furnished to each Member not later than the first day of March of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon delivery or mailing thereof to the Member at the Association Member's last known address as shown on the books and records of the Association.

8. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations for the operations of The Townhomes of Oriole, or amend or rescind any such existing rules and regulations, provided, however, that such rules and regulations shall not be inconsistent with any of the terms or provisions of any of the Townhomes Documents. Copies of any rules and regulations as promulgated, amended or rescinded, shall be mailed to all Members at the last known address of the Members as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of Members of the Association and

REC-6910 PAGE 106

of the Board, provided, however, if such rules and regulations are in conflict with any of the Townhomes Documents, then the respective Townhomes Document, as the case may be, shall apply and govern.

Section 10. Amendment of the By-Laws

10.1 These By-Laws may be amended by the Members at an Annual Meeting or a special meeting of the Members and by the Board at a regular or special meeting of the Board.

10.2 An amendment may be first considered by either the Members or the Board and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the Members or the Board) at which such proposed amendment shall be considered. Upon approval of a proposed amendment by either the Members or the Board, such proposed amendment shall be submitted for approval to the other of said bodies. Approval by the Members must be by a vote of at least a majority of the Members present at a meeting of the Members at which a quorum is present and approval by the Board must be by at least a majority of the Directors present at a meeting of the Directors at which a quorum is present.

10.3 Notwithstanding any provision of this Section 10 to the contrary, these By-Laws shall not be amended in any manner which shall amend, modify or affect any provision, terms, conditions, rights or obligations set forth in any other Townhomes Documents, as the same may be amended from time to time in accordance with the provisions thereof, including, without limitation, any rights of Developer or of an Institutional Mortgagee, as defined in the Declaration, having a first mortgage on a Townhome, without the prior written consent thereto by Developer or Institutional Mortgagee, as the case may be.

10.4 Any instrument amending the By-Laws shall identify the particular Section or Sections being amended and give the exact language of such amendment. A certified copy of each such amendment shall be attached to any certified copy of these By-Laws and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of Broward County, Florida.



THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: R. D. [Signature]
R. D. [Signature] President

Attest: [Signature]
A. Numan, Secretary

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

OFF. REC. 6910 PAGE 107

76-144730

DECLARATION SUPPLEMENT
FOR
THE TOWNHOMES OF ORIOLE II

THIS DECLARATION SUPPLEMENT FOR THE TOWNHOMES OF ORIOLE II ("Declaration Supplement") made this 23rd day of July, 1976 by ORIOLE HOMES CORP., a Florida corporation ("Developer"), and joined in by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation not for profit ("Association").

WHEREAS, Developer is the owner in fee simple of the real property described as Parcel 1 of Oriole Golf and Tennis Club Section 4, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida; and

WHEREAS, Developer executed a Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole on October 21, 1975 ("Declaration"), which Declaration was joined in by the Association, and which was recorded in Official Records Book 6381, Page 623, of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration established a land use plan for certain land designated in the Declaration as the "Townhomes of Oriole I Land" and subjected the Townhomes of Oriole I Land to certain land use covenants, restrictions, easements, reservations, regulations, burdens and liens; and

WHEREAS, the Declaration provided that certain lands (referred to in the Declaration sometimes as the "Uncommitted Townhomes of Oriole Land" and sometimes as the "Supplement Property") may be committed and developed by Developer in addition to the Town-

OFF REC 6875 PAGE 771

INSTRUMENT PREPARED BY

W. BARNETT, FLORES, SCHUSTER & SCHMIDT, ATTORNEYS AT LAW, 600 N. E. 26th AVENUE, FORT LAUDERDALE, FLORIDA

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homes of Oriole I Land as part of the residential community referred to in the Declaration as "The Townhomes of Oriole;" and

WHEREAS, the Declaration provides that contemporaneously with Developer's commencement of construction and marketing of improvements upon a portion of the Uncommitted Townhomes of Oriole Land and its determination to include such Uncommitted Townhomes of Oriole Land as part of The Townhomes of Oriole, Developer shall cause to be recorded amongst the Public Records of Broward County, Florida a supplement to the Declaration containing a land use plan for the Uncommitted Townhomes of Oriole Land; and

WHEREAS, Developer has commenced construction and marketing of improvements upon the Uncommitted Townhomes of Oriole Land and has determined to include all or part of such Uncommitted Townhomes of Oriole Land as part of The Townhomes of Oriole.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby commits to the limited extent set forth in this Declaration Supplement the land hereinafter described as the Townhomes of Oriole II Land as part of The Townhomes of Oriole, commits to the limited extent set forth in this Declaration Supplement the Townhomes of Oriole II Land to the land use plan set forth in this Declaration Supplement; and declares that the Townhomes of Oriole II Land shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

REC- 6675 PAGE 772

ARTICLE I
DEFINITIONS

Words and phrases which are defined or described in the Declaration shall have the same meaning in this Declaration Supplement as they have in the Declaration; provided, however, in the event it is clear that a word or phrase in the Declaration is applicable to this Declaration Supplement and that the definition in the Declaration of such a word or phrase requires a certain construction in order for such definition to reasonably apply to this Declaration Supplement, then such construction shall be made. As an illustration and without limitation of the foregoing, the following words and phrases shall have the following meanings:

(a) "The Townhomes of Oriole" means the multi-phased residential community developed or planned for development under and pursuant to the Declaration and this Declaration Supplement upon the Townhomes of Oriole I Land and the Townhomes of Oriole II Land and all improvements now or hereafter located thereon.

(b) "The Townhomes of Oriole II" means the portion of The Townhomes of Oriole located on the Townhomes of Oriole II Land.

(c) "Townhomes of Oriole II Land" means the land described in Exhibit A to this Declaration Supplement.

(d) "Open Areas" means the real property located on the Townhomes of Oriole II Land committed to the same land uses as the Open Areas located on the Townhomes of Oriole I Land by either this Declaration Supplement or a "Townhomes II Open Area Supplement," as hereinafter defined.

REC-6675 PAGE 773

(e) "Residential Property" means the real property located on the Townhomes of Oriole II Land committed to the same land uses as the Residential Property located on the Townhomes of Oriole I Land by either this Declaration Supplement or a "Townhomes II Residential Property Supplement," as hereinafter defined.

(f) "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records Book 6381, Page 623, of the Public Records of Broward County, Florida, and any and all amendments or modifications thereto.

(g) "Declaration Supplement" means this Declaration Supplement, including any and all parts of the Declaration adopted or incorporated herein by reference, any and all Townhomes II Open Area Supplements, any and all Townhomes II Residential Property Supplements, and any and all amendments or modifications to any of the foregoing.

(h) "Cluster Declaration" means a "Declaration of Cluster Covenants and Cross Easements," as defined in the Declaration, as to Residential Property located on the Townhomes of Oriole II Land.

(i) "Townhomes II Open Area Supplement" means a supplement to this Declaration Supplement committing part or parts of the Townhomes of Oriole II Land to use and development as Open Areas.

(j) "Townhomes II Residential Property Supplement" means a supplement to this Declaration Supplement, including, without limitation by specification, a Cluster Declaration, committing

OFF
REC: 6675 page 774

part or parts of the Townhomes of Oriole II Land to use and development as Residential Property.

ARTICLE II
PLAN FOR DEVELOPMENT

A. Development of The Townhomes of Oriole

1. Developer is developing the Townhomes of Oriole I Land as a residential community in accordance with the Declaration, and Developer, by the recording of this Declaration Supplement, commits itself to the development of part of the Townhomes of Oriole II Land as part of The Townhomes of Oriole in accordance with the land use plan and plan for development set forth in this Declaration Supplement and reserves the remainder of the Townhomes of Oriole II Land for development in the same manner.

Developer currently plans and intends to develop all of the Townhomes of Oriole II Land in accordance with the "Townhomes II Plan," as hereinafter defined. However, because of current market conditions and uncertainties, Developer is unable and unwilling to commit itself now to develop all of the Townhomes of Oriole II Land in accordance with the Townhomes II Plan. For that reason, Developer now commits by this Declaration Supplement only the following parts of the Townhomes of Oriole II Land to the land uses and plan of development set forth in this Declaration Supplement and the Townhomes II Plan:

(a) The Open Areas described in Exhibit C to the Declaration Supplement; and

OFF REC. 6675 PAGE 773

(b) The Residential Property designated as Clusters 15, 16, 17, 18 and 20 on the Townhomes II Plan.

The above committed lands are graphically described in Exhibit B to this Declaration Supplement ("Townhomes II Plan") as the areas not covered by hash marks. The parts of the Townhomes II Plan covered by hash marks and designated "Proposed" are the parts of the Townhomes of Oriole II Land which are not by this Declaration Supplement committed to the land uses and plan of development set forth in this Declaration Supplement ("Uncommitted Lands"). Such proposed parts of the Townhomes II Plan merely indicate the manner in which Developer plans and intends, but is not obligated, to develop such parts of the Townhomes of Oriole II Land.

The Uncommitted Lands shall be committed to the land uses and plan of development set forth in this Declaration Supplement in the following manner:

(a) The parts of the Uncommitted Lands to be committed as Open Areas shall be committed to such use in whole or in part by the execution by Developer of a Townhomes II Open Area Supplement setting forth a description of the Open Areas so committed and the material changes, if any, in the Townhomes II Plan as to such Open Areas, and the filing and recording thereof in the Public Records of Broward County, Florida. Upon the recording thereof, the Open Areas described in the Townhomes II Open Area Supplement shall be deemed Open Areas of the Townhomes of Oriole II Land as if they had been committed to such use in this Declaration Supplement and shall be subject to all of the terms and provisions hereof. Upon the request of Developer,

OFF REC 6675 PAGE 776

the Association shall join in the execution of any and all Townhomes II Open Area Supplements. Developer may file at any time a Townhomes II Open Area Supplement as to all of the Uncommitted Lands or may file at any time and from time to time a Townhomes II Open Area Supplement as to part of the Uncommitted Lands. The filing of a Townhomes II Open Area Supplement as to part of the Uncommitted Lands shall not obligate Developer to file Townhomes II Open Area Supplements as to all of the remaining Uncommitted Lands.

(b) The parts of the Uncommitted Lands to be committed as Residential Property shall be committed to such use in whole or in part by the execution by Developer of a Townhomes II Residential Property Supplement setting forth a description of the Residential Property so committed and the material changes, if any, in the Townhomes II Plan as to such Residential Property, and the filing and recording thereof in the Public Records of Broward County, Florida under and pursuant to the Declaration and this Declaration Supplement. A Cluster Declaration shall automatically be deemed to be a Townhomes II Residential Property Supplement, and the "Cluster Property" described in the respective Cluster Declaration shall be the Uncommitted Lands which are committed as Residential Property under the Cluster Declaration. Upon the recording of a Townhomes II Residential Property Supplement, including a Cluster Declaration, the Uncommitted Lands described therein shall be deemed Residential Property of the Townhomes of Oriole II Land as if they had been committed to such use in this Declaration Supplement and shall be subject to all of the terms and provisions hereof. Developer may file at any time a Townhomes II Residential Property Supplement as to all of the Uncommitted Lands or may file at any time

OFF
REC. 6675 page 777

and from time to time a Townhomes II Residential Property Supplement as to part of the Uncommitted Lands. The filing of a Townhomes II Residential Property Supplement as to part of the Uncommitted Lands shall not obligate Developer to file Townhomes II Residential Property Supplements as to all of the remaining Uncommitted Lands.

In the event Developer develops all of the Townhomes of Oriole II Land as Clusters in accordance with the Townhomes II Plan, the maximum number of Townhomes which Developer shall construct on the Townhomes of Oriole II Land shall be two hundred eighteen (218). However, since the Townhomes II Plan as to the Uncommitted Lands, the precise number of Townhomes to be located within each Cluster, the precise dimensions of each Townhome, and the specific other improvements shown on the Townhomes II Plan, are only proposed, all of the foregoing is subject to change by Developer. In the event that Developer determines in its sole discretion for whatever reason not to develop all of the Uncommitted Lands in accordance with the Townhomes II Plan, then the maximum number of residential dwelling units which shall be constructed on the Townhomes of Oriole II Land is undetermined.

In the event Developer determines at any time that any remaining Uncommitted Lands shall no longer be subject to this Declaration Supplement and the land uses and plan of development set forth herein, Developer shall execute and record in the Public Records of Broward County, Florida, a termination statement setting forth a description of the Uncommitted Lands which will no longer be subject to this Declaration Supplement. Developer may file at any time such a statement as to all of

OFF REC 6675 PAGE 773

The Uncommitted Lands or may file at any time and from time to time such a statement as to part of the Uncommitted Lands. The filing of any such statement as to part of the Uncommitted Lands shall not obligate Developer to file termination statements as to all of the remaining Uncommitted Lands.

Pursuant to the Declaration and in accordance with this Declaration Supplement:

(a) A graphic description of the plan for development of the Townhomes of Oriole II Land ("Townhomes II Plan") is set forth as Exhibit B to this Declaration Supplement;

(b) The Residential Property of the Townhomes of Oriole II Land shall be the land located on the Townhomes of Oriole II Land committed to such use by this Declaration Supplement or by the filing of a Townhomes II Residential Property Supplement under and pursuant to this Declaration Supplement, and the maximum number of residential units which Developer shall construct thereon (if and only if this entire Townhomes of Oriole II Land is developed as Clusters in accordance with the Townhomes II Plan) shall be two hundred eighteen (218).

(c) The covenants, restrictions and easements contained in the Declaration shall apply to the Townhomes of Oriole II Land as more particularly set forth in this Declaration Supplement;

(d) Except as set forth in subparagraph (c) immediately preceding, there shall be no additional covenants,

OFF REC: 6675 PAGE 779

restrictions or easements which shall apply to the Townhomes of Oriole II Land; and

(e) Except as may be set forth in this Declaration Supplement, there shall be no additional provisions which shall apply to the plan for development of the Townhomes of Oriole II Land.

Developer acknowledges and agrees that The Townhomes of Oriole shall consist solely of the land described as the Townhomes of Oriole I Land and the Townhomes of Oriole II Land committed to such use under either this Declaration Supplement, a Townhomes II Open Area Supplement, or a Townhomes II Residential Property Supplement; no other or additional lands shall be subject to the Declaration or this Declaration Supplement; and no additional or further supplement shall be recorded by Developer committing or including any other lands or additional lands as part of The Townhomes of Oriole (except as such Townhomes II Open Area Supplements or Townhomes II Residential Property Supplements commit part or parts of the Townhomes of Oriole II Land to The Townhomes of Oriole pursuant to this Declaration Supplement).

2. It is intended that the Townhomes of Oriole II Land shall be developed in Clusters and that Developer shall record Cluster Declarations with respect to the Townhomes of Oriole II Land in the same manner as is contemplated by the Declaration. The form of Cluster Declaration attached to the Declaration as Exhibit E has been modified to reflect a form of Cluster Declaration for the Townhomes of Oriole II Land, the form of which is attached hereto as Exhibit D.

OFF. REC. 6675 PAGE 780

B. Development of Recreation and Open Areas

1. As set forth in the Declaration, the Recreation Area, as shown on the Townhomes I Plan, is for the use of all Townhome Owners in all of The Townhomes of Oriole, including the Townhome Owners in The Townhomes of Oriole II. In conjunction with its development of the Townhomes of Oriole II Land, Developer hereby agrees that if, as and when Developer determines in its sole discretion that it is necessary or appropriate to provide the residents of The Townhomes of Oriole with a total of two pools, it will then develop, construct and complete the improvement on the Recreation Area designated in the Declaration as the "Phase II Pool."

2. In accordance with the Declaration, Developer hereby commits, declares, establishes and sets aside the Open Areas in the Townhomes of Oriole II Land in the following manner:

(a) A legal description of the Open Areas which are hereby committed as Open Areas is set forth in Exhibit C to this Declaration Supplement;

(b) A graphic description of the Open Areas committed as such by this Declaration Supplement, the proposed Open Areas under the Townhomes II Plan, and the proposed improvements intended to be constructed upon all of such committed and proposed Open Areas is set forth in Exhibit B to this Declaration Supplement;

(c) The Association, by its joinder in this Declaration Supplement (without limiting in any manner or

OFF
REC. 6675 PAGE 781

degree the complete agreement by the Association to all of the terms and provisions hereof) hereby acknowledges on behalf of the Townhomes Owners that the property described as Open Areas herein or in any Townhomes II Open Area Supplement filed under and pursuant to this Declaration Supplement is such and is subject to the covenants, restrictions, easements, lien rights and other provisions of the Declaration and this Declaration Supplement affecting same; and

(d) Except for the covenants, restrictions and easements set forth herein and in the Declaration and incorporated herein by reference, there shall be no additional covenants, restrictions or easements applicable to the Open Areas.

C. Operation by Association

As set forth in the Declaration, The Townhomes of Oriole Association, Inc. shall operate, administer, maintain and repair certain areas of The Townhomes of Oriole I and of The Townhomes of Oriole II in accordance with the Declaration and this Declaration Supplement, and each Townhome Owner, including Townhome Owners of Townhomes in The Townhomes of Oriole II, upon acquiring ownership to his Townhome, shall become a member of the Association and shall thereby be entitled to all rights of use and all obligations, including the obligation to pay Association Expenses and comply with the Townhomes Documents.

ARTICLE III
COVENANTS, RESTRICTIONS AND EASEMENTS

Article III of the Declaration entitled "Covenants, Restrictions and Easements" is hereby adopted herein in its entirety

and incorporated herein by reference as if set forth fully herein in order for the terms and provisions of said Article V to apply specifically to The Townhomes of Oriole II; provided, however (in order to effect the same):

(a) References in Article III of the Declaration to areas of land, such as "Residential Property," "Open Areas," "Roadways," "Parking Areas," and "Sidewalks," which are located on the Townhomes of Oriole I Land shall, for the purposes of this Declaration Supplement, mean such lands and improvements which are located on the Townhomes of Oriole II Land and are committed to such use by either this Declaration Supplement, a Townhomes II Open Area Supplement, or a Townhomes II Residential Property Supplement.

(b) Since the Recreation Area is located entirely on the Townhomes of Oriole I Land, Section A.2. of Article III of the Declaration entitled "Recreation Area" shall not be incorporated in this Declaration Supplement. Notwithstanding the foregoing, in accordance with the Declaration, the terms and provisions of such Section A.2. shall continue and remain effective, and Townhome Owners in The Townhomes of Oriole II shall have the same rights and obligations as Townhome Owners in The Townhomes of Oriole I as to the use and maintenance of the Recreation Area in accordance with the terms and provisions of the Declaration.

ARTICLE IV
ASSOCIATION EXPENSES

In order to fulfill the covenants contained in this Declaration Supplement, including the covenants contained in the Declara-

OFF REC 6675 PAGE 783

tion and incorporated herein by reference, and in order to maintain and operate the Residential Property and Open Areas for the recreation, use, safety, welfare and benefit of Townhome Owners, their families, invitees, guests and lessees, there is imposed upon each Townhome and its Townhome Owners the affirmative covenant and obligation to pay to the Association (in the manner allocated as set forth in Article V of the Declaration and later incorporated herein by reference), and upon the Association the obligation to assess, collect and expend, the "Association Expenses," as those expenses are set forth in the Declaration and later incorporated herein by reference.

Sections A and B of Article IV of the Declaration entitled "Residential Property Expenses" and "Recreation Area Expenses and Open Area Expenses" are hereby adopted in their entirety and incorporated herein by reference as if set forth fully herein in order for the terms and provisions of said Article V to apply specifically to The Townhomes of Oriole II; provided, however (in order to effect the same), references in Article III of the Declaration to areas of land, such as "Residential Property", "Open Areas", "Roadways", "Parking Areas", and "Sidewalks", which are located on the Townhomes of Oriole I Land shall, for the purposes of this Declaration Supplement, mean such land areas and improvements which are located on the Townhomes of Oriole II Land and are committed to such use by either this Declaration Supplement, a Townhomes II Open Area Supplement, or a Townhomes II Residential Property Supplement.

ARTICLE V

METHOD OF DETERMINING TOWNHOME OWNERS TO ASSESS FOR AND ASSESSMENT OF ASSOCIATION EXPENSES

Article V of the Declaration entitled "Method of Determin-

OFF REC 6675 PAGE 78A

ing Townhome Owners to Assess For and Assessment of Association Expenses" is hereby adopted in its entirety and incorporated herein by reference as if set forth fully herein in order for the terms and provisions of said Article V to apply specifically to The Townhomes of Oriole II. Notwithstanding the terms and provisions of said Article V, however, for the purposes of this Declaration Supplement, the term "Interim Period" means that period of time commencing with the date of this Declaration Supplement and continuing until midnight, December 31, 1977, and during the Interim Period it is agreed by the Association and Developer that the Townhome Owners (exclusive of Developer) of Townhomes in The Townhomes of Oriole II shall pay a flat sum of Twenty (\$20.00) Dollars per month for the "Guaranteed Expenses."

ARTICLE VI
ESTABLISHMENT AND ENFORCEMENT OF LIEN

Article VI of the Declaration entitled "Establishment and Enforcement of Liens" is hereby adopted in its entirety and incorporated herein by reference as if set forth fully herein in order for the terms and provisions of said Article V to apply specifically to The Townhomes of Oriole II, and, for further clarification, such adoption and incorporation is specifically made in order to provide that any and all Individual Townhome Assessments for Association Expenses, with interest thereon and costs of collection, including reasonable attorneys' fees, are hereby declared to be a charge and continuing lien upon the Townhomes of The Townhomes of Oriole II against which each such Assessment is made.

OFF. 6675 PAGE 785

ARTICLE VII
GENERAL PROVISIONS

Article VII of the Declaration entitled "General Provisions" is hereby adopted in its entirety and incorporated herein by reference as if set forth fully herein; provided, however, the term of this Declaration Supplement shall be the same term as the term of the Declaration.

IN WITNESS WHEREOF, this Declaration Supplement for The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSETH:

Mary Louise Hamilton
John M. Hunter

ORIOLE HOMES CORP.

By: R. D. Levy
R. D. Levy, President

Attest: A. Huns
A. Huns, Assistant Secretary

(SEAL)



THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

Mary Louise Hamilton
John M. Hunter

By: R. D. Levy
R. D. Levy, President

Attest: A. Huns
A. Huns, Secretary

(SEAL)



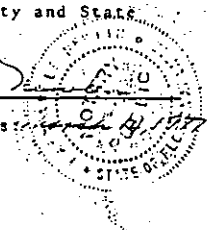
OFF. REC. 6675 PAGE 736

STATE OF FLORIDA)
 : ss.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, R. D. LEVY and A. NUNEZ, the President and Assistant Secretary, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of July, 1976.

Henry Carlos Ramirez
Notary Public
My Commission Expires: March 14, 1977

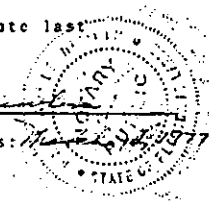


STATE OF FLORIDA)
 : ss
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, R. D. LEVY and A. NUNEZ, the President and Secretary, respectively, of THE TOWN-HOMES OF ORIOLE ASSOCIATION, INC. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and seal in the County and State last aforesaid this 23rd day of July, 1976.

Henry Carlos Ramirez
Notary Public
My Commission Expires: March 14, 1977



OFF. REC. 6675 PAGE 787

EXHIBIT A
TO
DECLARATION SUPPLEMENT
FOR
THE TOWNHOMES OF ORIOLE II

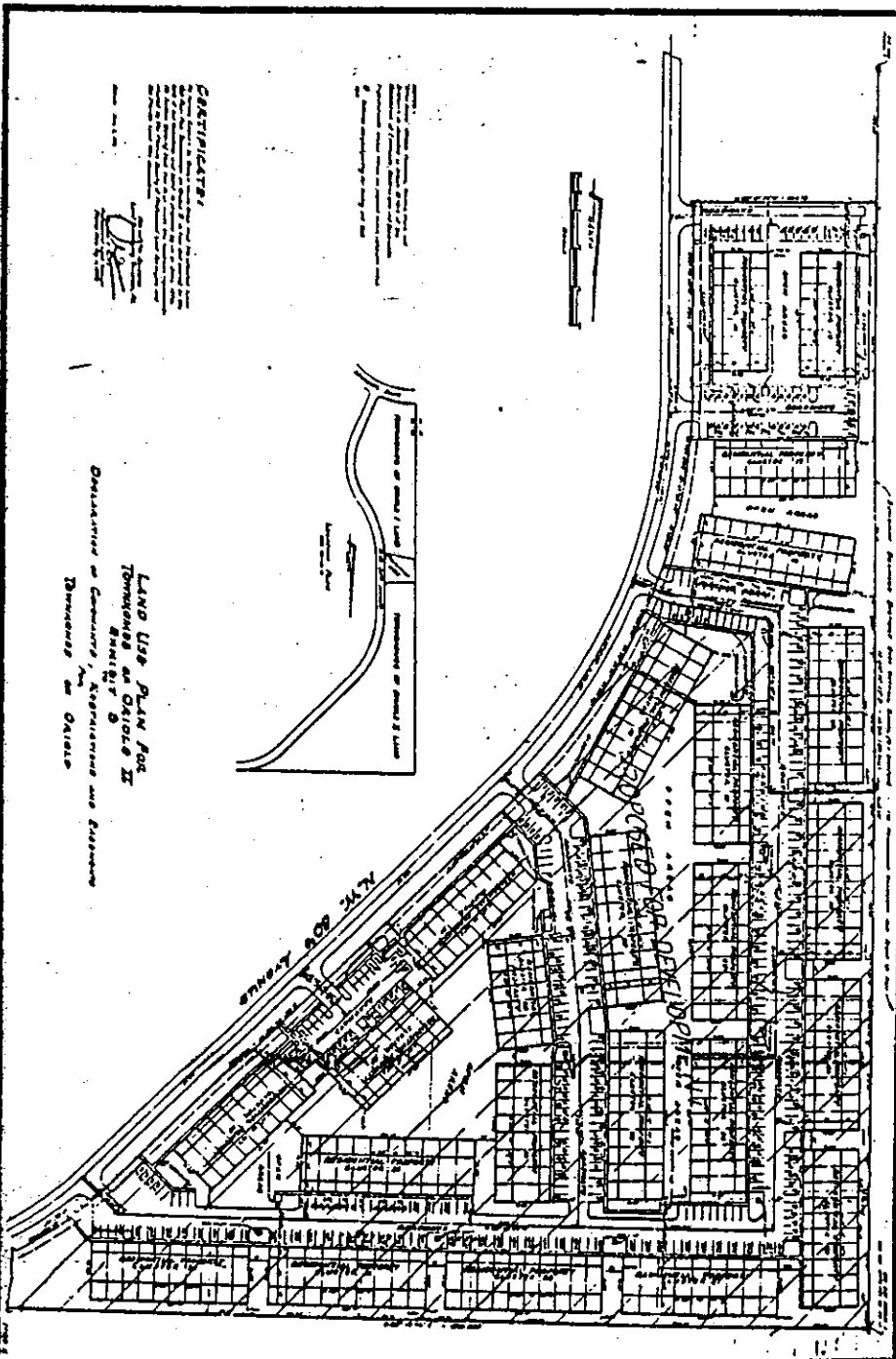
Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida; LESS the following described portion of said Parcel 1:
BEGINNING at the Southwest corner of said Parcel 1; thence northerly along the West boundary of said Parcel 1, North $00^{\circ} 12' 47''$ East, 180.00 feet; thence South $89^{\circ} 47' 13''$ East, 234.722 feet to N. W. 80th Avenue; thence southerly along said Avenue, South $00^{\circ} 03' 39''$ West, 217.807 feet; thence southerly along the arc of a tangent curve concave to the East, having a radius of 696.440 feet, a delta of $00^{\circ} 59' 24''$ an arc distance of 12.033 feet to the South boundary of said Parcel 1; thence westerly along said line, North $77^{\circ} 50' 05''$ West, 240.654 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

Prepared By:
Thomas F. Schnars, PLS
Dated: April, 1976.

KEITH & SCHNARS Land Surveying Sciences, P.A.

OFF. REC. 6675 PAGE 783

EXHIBIT B TO DECLARATION SUPPLEMENT
FOR THE TOWNHOMES OF ORIOLE II



CERTIFICATE
I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the Declaration Supplement for the Townhomes of Oriole II, as the same appears in the files of the Department of Buildings, City of New York, and that the same is a true and correct copy of the Declaration Supplement for the Townhomes of Oriole II, as the same appears in the files of the Department of Buildings, City of New York.

[Signature]
Notary Public in and for the State of New York

LAND USE PLAN FOR
TOWNHOMES OF ORIOLE II
EXHIBIT B
DECLARATION OF CONSENT, RESERVATIONS AND EASEMENTS
TOWNHOMES OF ORIOLE II

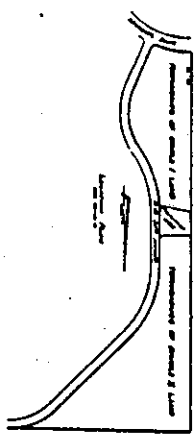


EXHIBIT C
TO
DECLARATION SUPPLEMENT
FOR
THE TOWNHOMES OF ORIOLE II

LEGAL DESCRIPTION OF OPEN AREAS OF
TOWNHOMES OF ORIOLE II

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21 of the Public Records of Broward County, Florida, described as follows:
COMMENCE at the Southwest corner of said Parcel 1; thence North $00^{\circ} 12' 47''$ East, along the West boundary of said Parcel 1, a distance of 180.00 feet to the Point of Beginning; thence continue North $00^{\circ} 12' 47''$ East, 762.12 feet; thence South $89^{\circ} 47' 13''$ East, 134.50 feet; thence South $00^{\circ} 12' 47''$ West, 220.93 feet; thence South $80^{\circ} 17' 13''$ East, 129.31 feet; thence South $68^{\circ} 54' 57''$ East, 26.35 feet to a point on the arc of a non-tangent curve on the westerly Right-of-Way line of Northwest 80th Avenue (radial line thru said point bears South $67^{\circ} 56' 13''$ East); thence southerly along the arc of said curve being concave to the East and having a radius of 731.69 feet, a delta of $22^{\circ} 00' 08''$, an arc distance of 280.98 feet; thence tangent to said curve South $00^{\circ} 03' 39''$ West, 236.19 feet; thence North $89^{\circ} 47' 13''$ West, 234.72 feet to the Point of Beginning.
LESS the following described:
COMMENCE at the Southwest corner of said Parcel 1; thence North $00^{\circ} 12' 47''$ East, along the West boundary of said Parcel 1, a distance of 245.00 feet; thence South $89^{\circ} 47' 13''$ East, 25.00 feet to the Point of Beginning; thence North $00^{\circ} 12' 47''$ East, 161.17 feet; thence South $89^{\circ} 47' 13''$ East, 71.50 feet; thence South $00^{\circ} 12' 47''$ West, 161.17 feet; thence North $89^{\circ} 47' 13''$ West, 71.50 feet to the Point of Beginning.
ALSO LESS the following described:
COMMENCE at the Southwest corner of said Parcel 1; thence North $00^{\circ} 12' 47''$ East, along the West boundary of said Parcel 1, a distance of 245.00 feet; thence South $89^{\circ} 47' 13''$ East, 138.05 feet to the Point of Beginning;

KEITH ~ SCHNARS Land Surveying Sciences, P.A.

EXHIBIT C
TO
DECLARATION SUPPLEMENT
FOR
THE TOWNHOMES OF ORIOLE II

LEGAL DESCRIPTION OF OPEN AREAS OF
TOWNHOMES OF ORIOLE II

thence North $00^{\circ} 03' 39''$ East, 155.17 feet; thence South $89^{\circ} 56' 21''$ East, 71.50 feet; thence South $00^{\circ} 03' 39''$ West, 155.17 feet; thence North $89^{\circ} 56' 21''$ West, 71.50 feet to the Point of Beginning.

ALSO LESS the following described:

COMMENCE at the Southwest corner of said Parcel 1; thence North $00^{\circ} 12' 47''$ East, along the West boundary of said Parcel 1, a distance of 490.17 feet; thence South $89^{\circ} 47' 13''$ East, 25.00 feet to the Point of Beginning; thence North $00^{\circ} 12' 47''$ East, 71.50 feet; thence South $89^{\circ} 47' 13''$ East, 181.17 feet; thence South $00^{\circ} 12' 47''$ West, 71.50 feet; thence North $89^{\circ} 47' 13''$ West, 181.17 feet to the Point of Beginning.

ALSO LESS the following described:

COMMENCE at the Northwest corner of said Parcel 1 (said corner also being the Northwest corner of the Southwest One Quarter (SW 1/4) of Section 26, Township 48 South, Range 41 East); thence South $00^{\circ} 12' 47''$ West, along the West boundary of said Parcel 1, a distance of 939.32 feet; thence South $80^{\circ} 17' 13''$ East, 37.31 feet to the Point of Beginning; thence continue South $80^{\circ} 17' 13''$ East, 201.17 feet; thence South $09^{\circ} 42' 47''$ West, 71.50 feet; thence North $80^{\circ} 17' 13''$ West, 201.17 feet; thence North $09^{\circ} 42' 47''$ East, 71.50 feet to the Point of Beginning.

ALSO LESS the following described:

COMMENCE at the Northwest corner of said Parcel 1 (said corner also being the Northwest corner of the Southwest One Quarter (SW 1/4) of Section 26, Township 48 South, Range 41 East); thence South $00^{\circ} 12' 47''$ West, along the West boundary of said Parcel 1, a distance of 703.71 feet; thence South $89^{\circ} 47' 13''$ East, 14.00 feet to the Point of Beginning; thence continue South $89^{\circ} 47' 13''$ East, 71.50 feet; thence South $00^{\circ} 12' 47''$ West, 199.17 feet; thence North $89^{\circ} 47' 13''$ West, 71.50 feet; thence North $00^{\circ} 12' 47''$ East, 199.17 feet to the Point of Beginning. Said lands all lying in the City of Margate, Broward County, Florida.

Prepared By: Thomas F. Schnars, PLS
Dated: June, 1976.

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REC. 0075
PAGE 791

"TYPICAL"

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER ____
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER ____ OF THE TOWNHOMES OF ORIOLE II (the "Cluster Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this ____ day of _____, 197__ by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster __ Property", referred to herein for brevity as the "Cluster Property" or "Cluster __") and has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 623 of the Public Records of Broward County, Florida, and the Declaration Supplement for the Townhomes of Oriole II (the "Supplement") recorded in Official Records Book ____, Page ____ of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration and Supplement call for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration and Supplement); and

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster __ Building", referred to herein for brevity as the "Cluster Building") is now

EXHIBIT D
TO
DECLARATION SUPPLEMENT
FOR
THE TOWNHOMES OF ORIOLE II

OFF REC 6675 PAGE 792

"Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire to subject the Cluster Property, the "Townhomes" thereon and the "Cluster __ Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the benefits and burdens hereinafter set forth, the Developer hereby declares that the Cluster Property shall be owned, held, transferred, sold, conveyed, demised, and occupied subject to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens as set forth in the Declaration and Supplement and herein.

ARTICLE I DEFINITIONS

The following words and phrases when used in this Cluster Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "The Townhomes of Oriole" means the multi-phased residential community planned for development upon the Townhomes of Oriole Land as described in the Declaration and includes the "Townhomes of Oriole I" and the "Townhomes of Oriole II" and all improvements now or hereafter located thereon, (as those terms are hereinafter defined).

2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan ("The Townhomes I Plan") has been established by Developer and set forth in the Declaration. The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is declared in the Declaration to be "Resi-

OFF
REC. 6675 PAGE 793

dential Property", "Open Areas" and the "Recreation Area", as those terms are hereinafter defined:

3. "The Townhomes of Oriole II" means the second and final multi-phased portion of The Townhomes of Oriole for which a land use plan ("the Townhomes II Plan") has been established by Developer and set forth in the Supplement. The Townhomes of Oriole II includes the land and improvements within the Townhomes of Oriole II Land which is declared in the Supplement to be "Residential Property" and "Open Areas" as those terms are hereinafter defined.

4. "Residential Property" means the Cluster Property.

5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

6. "Open Areas" means the real property particularly described in the legal description thereof attached to the Supplement as Exhibit C, including the "Roadways", "Parking Areas", "Sidewalks" and "Open Areas" as shown on the Townhomes II Plan.

7. "Recreation Area" means the real property and improvements located thereon as shown on the Townhomes I Plan and described in Exhibit D to the Declaration which are set aside for use by Townhome Owners as provided in the Declaration.

8. "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached Townhomes in a Cluster Building, detached homes, a single or multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

9. "Townhome Residence" means a Townhome on a particular

OFF. REC. 6675 PAGE 791

Lot on the Cluster Property and includes any and all improvements situate thereon.

10. "Townhome Owner" means the owner of a Townhome.

11. "Townhome Residence Owner" means the owner of a Townhome Residence. "Townhome Residence Owners" means the owners of all Townhome Residences in the Cluster Property.

12. "Residence" means the residential unit located upon a Lot within the Cluster Property.

13. "Lot" means the real property within the Cluster Property upon which a Residence is located and as shown on the "Graphic Description" hereinafter described.

14. "Board" means the Board of Directors of the Association.

15. "Townhomes Documents" means in the aggregate the Declaration, the Supplement, the Articles, the By-Laws, this and other Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-Laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in the Official Records Book 63E1, Page 623, of the Public Records of Broward County, Florida, and any amendments or modifications thereto.

19. "Supplement" means the Declaration Supplement for the Townhomes of Oriole II recorded in Official Records Book _____, Page _____, of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

20. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and of the Supplement and includes the following:

OFF. REC. 6675 PAGE 795

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas located on Townhomes of Oriole II Land or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement, or this Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration or Supplement and includes "Cluster Expenses" under this Cluster Declaration.

21. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration and Supplement as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration and of the Supplement.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as "Residential Property" in accordance with Article III of the Declaration and the Supplement, to be used, transferred, devised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration and Supplement, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY
AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto

OFF REC. 6675 PAGE 797

including the right of use of the Open Areas in the Townhomes of Oriole II Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and Supplement and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a Lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the Lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of Lot A and the Townhome Residence constructed thereon (as such Lot designations and Residences are shown on the Graphic Description) is henceforth legally described as follows:

Townhome A of Cluster ___ of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster ___ recorded in Official Records Book ___, Page ___ of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

The ownership of a Lot, a Residence, the easement rights in Common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents (hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective interest.

REF: 6675 PAGE 793

or any of such interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, features or parts which are structural elements of the Cluster Property or of more than one Residence thereon (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".

3. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the Lot lines between Residences. All of the foregoing are collectively referred to as "Siding".

4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one

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REC 6675 PAGE 799

Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot lines and all foundational and support structures (hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Areas and Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and Supplement and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner may in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(a) Responsibilities of Townhome Residence

Owners:

(1) Each Townhome Residence Owner shall

GEN. REC. 6675 PAGE 800

maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the exterior appearance of his Townhome Residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or varnishing of any outside or exterior portion or surfaces of his Townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

OFF
REC: 6675 page 801

(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding any Townhome Residence other than a Townhome Residence in the Cluster Building.

(b) Responsibilities of the Association:

- (1) The Association shall maintain and repair the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.
- (2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, impairs,

OFF
REC 6678 PAGE 802

or may impair the easement rights of other Townhome Residence Owners or maintenance obligations therein) the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.

(3) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents.

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of the parties and Cluster Property as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements:

An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

OFF REC. 6675 PAGE 803

2. Rights-of-Way: An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. Easement for Encroachment: An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Townhome Residence Owners or their designees.

4. Structural Cross Easements: Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of each of the Association, Townhome Residence Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhome Residences and Common Structural Elements within the Cluster Property.

5. Right of Association to Enter upon Cluster Property: An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Cluster Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhomes Documents including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Townhome Residence Owners.

REC-6675 PAGE 801

6. An easement for ingress and egress in favor of Developer and its designees in conjunction with its development, marketing and sale of Townhome Residences.

7. Assignments: The easements reserved hereunder unto the Association may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Developer. The Townhome Residence Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Cluster Property or portions thereof in accordance with or to complement the provisions of the Declaration or this Cluster Declaration.

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

1. As provided in the Declaration, Supplement and By-Laws, the Association by its Board, shall prepare a budget of the estimated Association Expenses, which include Recreation Area Expenses, Open Area Expenses and Residents' Property Expenses including the "Cluster Expenses" as hereinafter described.

The Recreation Area Expenses and Open Area Expenses shall be allocated and assessed amongst the appropriate "Contributing Townhomes" as provided in the Declaration and Supplement. The Cluster Expenses shall be allocated and assessed against each Townhome Residence exclusively, with each Townhome Residence to be assessed a percentage share thereof as set forth in Exhibit D hereto, and which allocated sum shall be assessed as part of the "Annual Townhome Assessment" for such Townhome Residence as defined in the Declaration.

REF. 6675 PAGE 803

2. In the instance where a Residential Property Expense of the Residential Structure subject to this Cluster Declaration arises in connection with a Residential Structure or Structures located in any other Cluster, such as any utilities for which a single meter governs more than one Residential Structure, the Board shall allocate a portion thereof to this Cluster, taking into consideration the number of Townhomes in each of the Residential Structures incurring such expenses in order to attempt to provide a uniform Annual Townhome Assessment, subject, however, to any expenses occasioned by or for a particular Townhome or Residential Structure which the Board determines should be allocated specifically thereto.

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

The following expenses are specifically declared to be Cluster Expenses which the Association is obligated to collect in the manner provided in this Cluster Declaration, and all of the Townhome Residence Owners are obligated to pay upon assessment. The specification of the following expenses shall in no way limit the meaning of Cluster Expenses or the type or amount of expenses which the Association may incur for which the Townhome Residences and owners thereof will be subject to assessment.

1. Taxes

In the event that any taxing authority having

OFF: 6675
REC: 806

jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any such tax shall be included, if possible, in the estimated annual Association Expense budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

All charges levied for utilities providing services for the Cluster Property which are not metered to individual Townhome Residences, whether supplied by a private firm or public utility, including any and all such charges for water, gas, electricity, sewer, and any other type of utility or service charge.

3. Insurance

The premiums on any policy or policies of insurance required under Article IX hereof together with the costs of such other policies of insurance as the Board, with the consent of the Townhome Residence Owners at any meeting

OFF REC 6675 PAGE 807

thereof, shall determine to be in the best interests of the Cluster Property.

4. Reconstruction of Buildings or Improvements

Any sums necessary to repair, replace, construct or reconstruct any and all buildings or improvements on the Cluster Property damaged by fire, windstorm or other casualty not covered in whole or in part by insurance.

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V B. 1. (b) hereinabove in a manner consistent with the development of The Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Cluster Declaration or in curing any default, violation, or failure to perform or abide by such covenants, restrictions, terms and conditions.

7. Operational Expenses

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Cluster Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of the Cluster Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Cluster Expenses hereunder.

OFF
REC. 6675 PAGE 809

B. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Cluster Property, or any part thereof, not herein specifically enumerated and which is determined to be an item of Cluster Expenses by the Association.

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and of the Supplement and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

Each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration) which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owners obtaining same. If, however, any Institutional Mortgagee having a lien upon the Cluster Property or any portion thereof, shall so require the Association shall purchase the following coverage:

A. Public Liability Insurance

Comprehensive policies of public liability insurance covering all of the Common Structural Elements. The insurance purchased shall contain (1) a "Severability of Interest Endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Townhome Residence Owner because of the negligent acts of the Association or other

OFF
REC. 6675 page 809

Townhome Residence Owners; (ii) not less than \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence; (iii) protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall be customarily covered with respect to improvements similar to the Building in construction, location and use.

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Denotation Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. A named insured under such policies shall be the Association, as trustee for the Townhome Residence

OFF REC. 6675 PAGE 810

Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named thereon, including Institutional Mortgagees holding mortgages within such Cluster Property or the "Servicers" (as defined in the Declaration); and

5. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Townhome Residence Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

6. All policies of insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (a) without the prior written approval of the Association and any Insurance Trustee or (b) when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party, or (c) any requirement of law

7. All Institutional Mortgagees shall have the right to approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article IX.

D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for the entire Townhomes of Oriole or portions thereof, provided that the coverages required hereunder are fulfilled.

ARTICLE X

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complies with the covenants, restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Residence Owner or Owners, and any "Institutional Mortgagee" (as defined in the Declaration) in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of such covenant or restriction or of the right of such party thereafter to enforce such covenant and restriction. The prevailing party in any such litigation shall be entitled to reasonable court costs and attorneys' fees at all trial and appellate levels.

DEF 6675 PAGE 812

C. Subordination

The Association and all Townhome Residence Owners covenant that their respective interests in the Recreation Area and Open Areas shall be subordinated to the lien and encumbrance of any existing mortgages, any replacements thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon the Recreation Area or Open Areas. The Association is hereby authorized on behalf of all Townhome Owners to execute any such instruments as Developer shall require to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation solely of Developer and there shall be no obligation of the Association or any Townhome Residence Owner with respect to such payments.

D. Institutional Mortgagees

1. Lien Rights In the event any bona fide Institutional Mortgagee holding a first mortgage on a Townhome Residence obtains title to such Townhome Residence as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Cluster Expenses or other Association Expenses or assessments by the Association charged to such Townhome Residence or chargeable to the former Townhome Residence Owner of such Townhome Residence which became due prior to the acquisition of title of such Townhome Residence as a result of such foreclosure or deed in lieu of foreclosure unless such assessments were secured by a claim of lien filed of record amongst the Public Records of Broward County, Florida prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. The unpaid assessments, if any, shall be collectable from all of the Townhome Residence Owners including

DEF. 6675 page 813

the acquirer of title to the Townhome Residence, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Townhome Residence Owners.

2. Amendments Notwithstanding any provision in this Cluster Declaration to the contrary, this Cluster Declaration cannot be amended in any manner which impairs or prejudices the rights or priorities of the Institutional Mortgagees without the prior written approval of such Institutional Mortgagees.

3. Notices Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such mortgagee on a Townhome Residence, the Association shall timely deliver to such mortgagee the following:

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Townhome Residence Owners of the self-management of such property;

(b) Written notice of any damage thereafter to a Townhome Residence, the cost of repair of which is estimated by the Association to be in excess of One Thousand (\$1,000.00) Dollars;

(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for distribution to the owners of Townhome Residences; and

(d) Written notice of any material amendment or the abandonment or termination of this Cluster Declaration in accordance with the terms hereof.

E. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

OFF
REC. 6675 PAGE 814

F. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants, restrictions, easements or terms and conditions of this Cluster Declaration or a reduction in the terms of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

H. Conflict

In the event of any conflict between the provisions of the Declaration or Supplement and this Cluster Declaration the provisions of the Declaration or Supplement shall prevail unless the Board, in its sole discretion determines that the resolution of the conflict shall not, in any event affect any property other than this Cluster Property, in which event the provisions of this Cluster Declaration shall prevail.

I. Amendment and Modification

The right to amend and modify this Cluster Declaration is hereby reserved unto Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed

OSE 6675 PAGE 815

of record amongst the Public Records of Broward County, Florida, and further provided, however, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration. No amendment or modification which affects any rights or priorities of Institutional Mortgagees shall be effective unless approved in writing by such Institutional Mortgagee.

J. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhome Residences shall run with and bind the Cluster Property and inure to the benefit of Developer, the Association, Townhome Residence Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Townhome Residence Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration, upon which event this Cluster Declaration shall be terminated upon the recording of a instrument of termination signed by all such owners and Mortgagees. In the event this Cluster Declaration is terminated prior to the termination of the Declaration, the obligation to pay Association Expenses to the Association and the lien rights against the Townhome Residences as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Townhome Residence and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration the Townhome Residences shall remain obligated to repair, maintain and reconstruct the Townhome Residence and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article X.B herein.

DEF 6875 PAGE 816

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster ___ of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

ORIOLE HOMES CORP.

By: _____

Attest: _____

(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: _____

Attest: _____

(SEAL)

OFF REC 6675 PAGE 817

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____ the _____ and _____ respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1976.

Notary Public

My Commission Expires: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____ the _____ and _____ respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1976.

Notary Public

My Commission Expires: _____

OFF
REC: 6675 page 813

EXHIBIT A
TO
DECLARATION OF CLUSTER COVENANTS AND
CROSS EASEMENTS FOR CLUSTER _____
OF
THE TOWNHOMES OF ORIOLE II

The legal description of the "Cluster Property."

Clusters 1-14 are Clusters in the Townhomes of Oriole I and their legal descriptions are not included herein.

Clusters 15-38 are proposed Clusters in the Townhomes of Oriole II. The Cluster Property for Clusters 15, 16, 17, 18 and 20 has been committed by Developer for development as Residential Property in the Townhomes of Oriole II, and their legal descriptions follow. Clusters 19, 21-38 are proposed and the legal description of each is not included herein. Each legal description of Cluster Property will be the Exhibit A to the respective Cluster Declaration.

OFF
REC. 6675 PAGE 819

LEGAL DESCRIPTION
OF
CLUSTER 15 PROPERTY

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:
COMMENCE at the Southwest corner of said Parcel 1; thence North $00^{\circ} 12' 47''$ East, along the West boundary of said Parcel 1, a distance of 245.00 feet; thence South $89^{\circ} 47' 13''$ East, 25.00 feet; to the Point of Beginning; thence North $00^{\circ} 12' 47''$ East, 161.17 feet; thence South $89^{\circ} 47' 13''$ East, 71.50 feet; thence South $00^{\circ} 12' 47''$ West, 161.17 feet; thence North $89^{\circ} 47' 13''$ West, 71.50 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

Prepared By:
Thomas F. Schnars, PLS
Dated: April, 1976.

LEGAL DESCRIPTION
OF
CLUSTER 16 PROPERTY

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the Southwest corner of said Parcel 1; thence North $00^{\circ} 12' 47''$ East, along the West boundary of said Parcel 1, a distance of 245.00 feet; thence South $89^{\circ} 47' 13''$ East, 138.05 feet to the Point of Beginning; thence North $00^{\circ} 03' 39''$ East, 155.17 feet; thence South $89^{\circ} 56' 21''$ East, 71.50 feet; thence South $00^{\circ} 03' 39''$ West, 155.17 feet; thence North $89^{\circ} 56' 21''$ West, 71.50 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

Prepared By:
Thomas F. Schnars, PLS
Dated: April, 1976.

LEGAL DESCRIPTION
OF
CLUSTER 17 PROPERTY

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the Southwest corner of said Parcel 1; thence North $00^{\circ} 12' 47''$ East, along the West boundary of said Parcel 1, a distance of 490.17 feet; thence South $89^{\circ} 47' 13''$ East, 25.00 feet to the Point of Beginning; thence North $00^{\circ} 12' 47''$ East, 71.50 feet; thence South $89^{\circ} 47' 13''$ East, 181.17 feet; thence South $00^{\circ} 12' 47''$ West, 71.50 feet; thence North $89^{\circ} 47' 13''$ West, 181.17 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

Prepared By:
Thomas F. Schnars, PLS
Dated: April, 1976.

LEGAL DESCRIPTION
OF
CLUSTER 18 PROPERTY

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the Northwest corner of said Parcel 1 (said corner also being the Northwest corner of the Southwest One Quarter (SW 1/4) of Section 26, Township 48 South, Range 41 East); thence South 00° 12' 47" West, along the West boundary of said Parcel 1, a distance of 939.32 feet; thence South 80° 17' 13" East, 37.31 feet to the Point of Beginning; thence continue South 80° 17' 13" East, 201.17 feet; thence South 09° 42' 47" West, 71.50 feet; thence North 80° 17' 13" West, 201.17 feet; thence North 09° 42' 47" East, 71.50 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

Prepared By:
Thomas F. Schnars, PLS
Dated: April, 1976.

LEGAL DESCRIPTION
OF
CLUSTER 20 PROPERTY

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the Northwest corner of said Parcel 1 (said corner also being the Northwest corner of the Southwest One Quarter (SW 1/4) of Section 26, Township 48 South, Range 41 East); thence South 00° 12' 47" West, along the West boundary of said Parcel 1, a distance of 703.71 feet; thence South 89° 47' 13" East, 14.00 feet to the Point of Beginning; thence continue South 89° 47' 13" East, 71.50 feet; thence South 00° 12' 47" West, 199.17 feet; thence North 89° 47' 13" West, 71.50 feet; thence North 00° 12' 47" East, 199.17 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

Prepared By:
Thomas F. Schnars, PLS
Dated: April, 1976.

KEITH ~ SCHNARS Land Surveying Sciences, P.A.

OFF: 6675
REC: 6675
PAGE 824

EXHIBIT B
TO
DECLARATION OF CLUSTER COVENANTS AND
CROSS EASEMENTS FOR CLUSTER _____
OF
THE TOWNHOMES OF ORIOLE II

The "Graphic Description" of the Cluster Property.

OFF.
REC. 6675 PAGE 825

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19____,
between ORIOLE HOMES CORP., a Florida corporation, hereinafter
referred to as "Grantor" and _____
whose post office address is _____
State of _____, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of
TEN (\$10.00) DOLLARS and other good and valuable considerations
to it in hand paid by the Grantee, the receipt of which is here-
by acknowledged, has granted, bargained, and sold to the Grantee
and the Grantee's heirs and assigns forever, the following de-
scribed real property situated, lying and being in Broward
County, Florida, to-wit:

The real property described in Exhibit A attached hereto
and made a part hereof which is a Townhome also described
as follows: The Townhome known as Townhome _____ of
Cluster _____ of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster _____ of The Townhomes of Oriole, recorded in
Official Records Book _____, Pages _____ through _____ of
the Public Records of Broward County, Florida, and
Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor
hereby expressly assumes and agrees to be bound by and to comply
with all of the covenants, terms, conditions and provisions set
forth and contained in the sforescribed Declaration of Cluster
Covenants; in the Declaration of Covenants, Restrictions and
Easements for The Townhomes of Oriole recorded in Official Records,
Book 6381, Page 623 of the Public Records of Broward County,
Florida; and in the Declaration Supplement for The Townhomes of
Oriole II recorded in Official Records Book _____, Page _____
of the Public Records of Broward County, Florida. The sforemen-
tioned Declaration of Cluster Covenants, Declaration of Covenants,
Restrictions and Easements, and Declaration Supplement provide
for certain land use covenants upon the "Residential Property",
"Recreation Area" and "Open Areas" as these land areas are de-
scribed therein and provide that a portion of the taxes, insur-
ance and other maintenance and monetary obligations referred to
therein shall be an Association Expense assessed against the
Townhome, as its "Individual Townhome Assessment." Grantee ex-
pressly acknowledges and assumes the obligation to pay its "In-
dividual Townhome Assessment" and all other Association Expenses
or special assessments applicable to the Cluster Property in
which the Townhome is located and/or assessed against the
Townhome.

EXHIBIT C
TO
DECLARATION OF CLUSTER COVENANTS AND
CROSS EASEMENTS FOR CLUSTER _____
OF
THE TOWNHOMES OF ORIOLE II

REC-6675 page 826

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19__ and subsequent years;
2. Applicable zoning regulations and ordinances;
3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, and the Declaration Supplement for The Townhomes of Oriole II, and any supplements thereto and amendments thereof;
4. All covenants, conditions, restrictions, and easements of record, if any, which may now affect the aforodescribed property;
5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster __ of The Townhomes of Oriole and any amendments thereof;
6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement or improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whatsoever.

Signed, Sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

By: _____

Attest: _____

(SEAL)

Accepted Grantee:

(SEAL)

OFF
REC: 6675 PAGE 827

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, the _____ and _____ respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1976.

Notary Public

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and _____ al seal this _____ day of _____, 1976.

Notary Public

My Commission Expires:

OFF.
REC. 6675 PAGE 829

EXHIBIT D:
TO
DECLARATION OF CLUSTER COVENANTS AND
CROSS EASEMENTS FOR CLUSTER _____
OF
THE TOWNHOMES OF ORIOLE II

The share in the "Cluster Expenses" allocated
to each Townhome.

(An equal share shall be allocated to each Town-
home within a Cluster. For example, each Townhome
within a Cluster containing eight (8) Townhomes shall
be allocated a 12.5% share.)

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

OFF.
REC. 6675 PAGE 829

77- 35983

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
THE TOWNHOMES OF ORIOLE

WHEREAS, ORIOLE HOMES CORP., a Florida corporation ("Developer"), recorded the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole ("Declaration") in Official Records Book 6381 at Page 623 of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration contained a scrivener's error in the reference to the Plat Book and Page which contains the Plat of "Parcel No. 1 of Oriole Golf and Tennis Club Section Four" and the Developer has resolved to amend the Declaration so as to correct such error in accordance with the requirements of the Declaration.

NOW, THEREFORE, this is to certify that:

The reference to "Plat Book 84, Page 22 of the Public Records of Broward County, Florida" located on page 1 of the Declaration is an incorrect reference and that the proper reference as to the location of the Plat of "Parcel No. 1 of Oriole Golf and Tennis Club Section Four" is Plat Book 82, Page 21 of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, this Certificate of Amendment has been executed this 17th day of February, 1977.

Witnesses:

ORIOLE HOMES CORP.

Carol E. Glass
Justith Yell

By: *Richard D. Levy*
Richard D. Levy, President

Attest: *[Signature]*
A. Jones, Assistant Secretary

77 FEB 18 PM 4:14

OFF. REC. 6915 PAGE 879

RETURN TO

THIS INSTRUMENT PREPARED BY

MARK F. GRANT, ESQUIRE
RUGER, DARNETT, McCLOSKEY, SCHUSTER & SCHMERER
P. O. BOX 7276
FORT LAUDERDALE, FLORIDA 33358

RUGER, DARNETT, McCLOSKEY, SCHUSTER & SCHMERER ATTORNEYS AT LAW, 800 N.E. 28th AVENUE, FORT LAUDERDALE, FLORIDA

77 FEB 18 PM 4:20

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, RICHARD D. LEVY and A. NUÑEZ, the President and Assistant Secretary respectively, of ORIOLE HOMES CORP., to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of February, 1977.



Carol F. Glass
Notary Public

My Commission Expires:

Notary Public, State of Florida at Largo
My Commission Expires March 11, 1978
Bonded by American Fire & Casualty Co.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY CLERK

OFF
REC. 6915 PAGE 879

BK 6807

76-224303

THE TOWNHOMES OF ORIOLE II
OPEN AREA AND RESIDENTIAL PROPERTY SUPPLEMENT

THIS TOWNHOMES OF ORIOLE I OPEN AREA AND RESIDENTIAL
PROPERTY SUPPLEMENT ("Supplement") made this 25th day of
October, 1976 by ORIOLE HOMES CORP., a Florida corporation
("Developer"), and joined in by THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC., a Florida corporation not for profit
("Association").

WHEREAS, Developer executed a Declaration Supplement
for The Townhomes of Oriole II on July 23, 1976 ("Declaration
Supplement"), which Declaration Supplement was joined in by the
Association, and which was recorded in Official Records Book
6675, Page 771 of the Public Records of Broward County, Florida;
and

WHEREAS, certain parts of the "Townhomes of Oriole II
Land", as defined in the Declaration Supplement, were by the
terms of the Declaration Supplement expressly not committed by
the Declaration Supplement to the land uses and plan of develop-
ment set forth in the Declaration Supplement ("Uncommitted Lands");
and

WHEREAS, the Declaration Supplement provides that said
Uncommitted Lands may be committed to such land use and develop-
ment, in whole or in part, as "Open Areas" or as "Residential
Property," as such terms are defined in the Declaration Supple-
ment, by the execution by Developer of a Townhomes II Open Area
or Residential Supplement; and

WHEREAS, Developer now desires to commit certain parts of
the Uncommitted Lands as such Open Areas or Residential Property.

161.00
177.00
155.00
4.50
2.50
0.00

OFF REC 6807

OFF REC 6807 PAGE 871

PAGE 871

BK 6807

NOW, THEREFORE, in consideration of the preises and mutual covenants herein contained, Developer hereby commits as Open Areas or Residential Property the land hereinafter described to the land use plan set forth in the Declaration Supplement and declares that such areas shall be owned, held, used, transferred, sold, conveyed, devised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens set forth in the Declaration Supplement and as follows:

1. Developer hereby commits the land described in Exhibit A to this Supplement as Open Areas, as such term is defined in the Declaration Supplement, and such land is hereby committed to such use and development in accordance with the Declaration Supplement.

2. Developer hereby commits the land described in Exhibit B to this Supplement as Residential Property, as such term is defined in the Declaration Supplement, and such land is hereby committed to such use and development in accordance with the Declaration Supplement.

3. Annexed to this Supplement as Exhibit C is a graphic description of the land use plan for the Townhomes of Oriole II Land setting forth all of the lands committed to date as Open Areas or Residential Property, including the lands committed by this Supplement as Open Areas or Residential Property. All of such committed lands are the areas on Exhibit C not covered by hash marks. The areas on Exhibit C covered by hash marks and designated "Proposed" are those parts of the Townhomes of Oriole II Land which have not by the Declaration Supplement or by this Supplement been committed to the land uses and plan of development set forth in the Declaration Supplement and which remain Uncommitted Lands under the Declaration Supplement.

REC: 6807 MAR 87

REC: 6807 MAR 87

REC: 6807 PAGE 872

PAGE 872

BK 6807

IN WITNESS WHEREOF, this Townhomes of Oriole II Open Area and Residential Property Supplement has been signed by Developer and the Association the day and year first above set forth.

WITNESSETH:

ORIOLE HOMES CORP.

Mary Alice Tomblin
Walter McKinney

By: *R. D. Levy*
R. D. Levy, President
Attest: *A. Nunez*
A. Nunez, Assistant Secretary
(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

Mary Alice Tomblin
Walter McKinney

By: *R. D. Levy*
R. D. Levy, President
Attest: *A. Nunez*
A. Nunez, Secretary
(SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD)

ss.

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, R. D. LEVY and A. NUNEZ, the President and Assistant Secretary, respectively, of ORIOLE HOMES CORP., to me known to be the persons who signed the foregoing instrument as such officers, and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of October 1976.

(SEAL)

Mary Alice Tomblin
Notary Public
My Commission Expires *March 14, 1977*

OFF 6807 page 879

OFF 6807 page 873

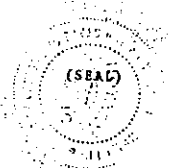
PAGE 873

BK 6807

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, R. D. LEVY and A. NUNEZ, the President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of October, 1976.



R. D. Levy
Notary Public
My Commission Expires: March 14, 1977

REC. 6807 PAGE 874

PAGE 874

BK 6807

OPEN AREAS COMMITTED UNDER THIS SUPPLEMENT

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS, CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the Northwest corner of said Parcel 1 (said corner also being the Northwest corner of the Southwest One-Quarter (SW 1/4) of Section 26, Township 48 South, Range 41 East); thence South 00° 12' 47" West, along the West boundary of said Parcel 1, 240.87 feet to the POINT OF BEGINNING; thence South 89° 47' 13" East, 134.50 feet; thence South 00° 12' 47" West, 148.26 feet; thence South 89° 47' 13" East, 110.50 feet; thence South 00° 12' 47" West, 268.17 feet; thence North 83° 19' 10" East, 170.29 feet; thence South 44° 20' 02" East, 67.51 feet to a point on the easterly boundary of said Parcel 1; thence South 45° 39' 58" West, 17.50 feet; thence southwesterly along the arc of a tangent curve concave to the Southeast, having a radius of 731.69 feet, a delta of 23° 36' 11", an arc distance of 301.42; thence on a non-radial line North 68° 54' 57" West, 26.35 feet; thence North 80° 17' 13" West, 129.31 feet; thence North 00° 12' 47" East, 220.93 feet; thence North 89° 47' 13" West, 134.50 feet to a point on the West boundary of said Parcel 1; thence North 00° 12' 47" East, 450.34 feet to the Point of Beginning.

LESS the following described:
COMMENCE at the Northwest corner of said Parcel 1, (said corner also being the Northwest corner of the Southwest One-Quarter (SW 1/4) of Section 26, Township 48 South, Range 41 East); thence South 00° 12' 47" West, along the West boundary of said Parcel 1, 872.71 feet; thence South 89° 47' 13" East, 208.52 feet to the POINT OF BEGINNING; thence North 29° 21' 15" East, 221.17 feet; thence South 60° 38' 45" East, 71.50 feet; thence South 29° 21' 15" West, 221.57 feet; thence North 60° 38' 45" West, 71.50 feet to the Point of Beginning.

KEITH SCHNARS Land Surveying Sciences, P.A.

EXHIBIT A
TO
THE TOWNHOMES OF ORIOLE II
OPEN AREA AND RESIDENTIAL PROPERTY SUPPLEMENT
(Page 1 of 3 Pages)

OFF. REC. 6807 page 874

OFF. REC. 6807 page 875

PAGE 875

BK 6807

OPEN AREAS COMMITTED UNDER THIS SUPPLEMENT

ALSO LESS the following described:
COMMENCE at the Northwest corner of said Parcel 1,
(said corner also being the Northwest corner of the
Southwest One-Quarter (SW 1/4) of Section 26, Town-
ship 48 South, Range 41 East); thence South 00° 12'
47" West, along the West boundary of said Parcel 1,
a distance of 627.80 feet; thence South 89° 47' 13"
East, 158.50 feet to the POINT OF BEGINNING; thence
continue South 89° 47' 13" East, 71.50 feet; thence
South 00° 12' 47" West, 177.17 feet; thence North
89° 47' 13" West, 71.50 feet; thence North 00° 12'
47" East, 177.17 feet to the Point of Beginning.

ALSO LESS the following described:
COMMENCE at the Northwest corner of said Parcel 1,
(said corner also being the Northwest corner of the
Southwest One-Quarter (SW 1/4) of Section 26, Town-
ship 48 South, Range 41 East); thence South 00° 12'
47" West, along the West boundary of said Parcel 1,
a distance of 477.54 feet; thence South 89° 47' 13"
East, 14.00 feet to the POINT OF BEGINNING; thence
continue South 89° 47' 13" East, 71.50 feet; thence
South 00° 12' 47" West, 201.17 feet; thence North 89°
47' 13" West, 71.50 feet; thence North 00° 12' 47"
East, 201.17 feet to the Point of Beginning.

ALSO LESS the following described:
COMMENCE at the Northwest corner of said Parcel 1,
(said corner also being the Northwest corner of the
Southwest One-Quarter (SW 1/4) of Section 26, Town-
ship 48 South, Range 41 East); thence South 00° 12'
47" West, along the West boundary of said Parcel 1,
a distance of 401.63 feet; thence South 89° 47' 13"
East, 158.50 feet to the POINT OF BEGINNING; thence
continue South 89° 47' 13" East, 71.50 feet; thence
South 00° 12' 47" West, 201.17 feet; thence North
89° 47' 13" West, 71.50 feet; thence North 00° 12'
47" East, 201.17 feet to the Point of Beginning.

ALSO LESS the following described:
COMMENCE at the Northwest corner of said Parcel 1,
(said corner also being the Northwest corner of the
Southwest One-Quarter (SW 1/4) of Section 26, Town-
ship 48 South, Range 41 East); thence South 00° 12'

KEITH & SCHNARS Land Surveying Sciences, P.A.

EXHIBIT A
TO
THE TOWNHOMES OF ORIOLE II
OPEN AREA AND RESIDENTIAL PROPERTY SUPPLEMENT
(Page 2 of 3 Pages)

OFF
REC. 6807
page 875

OFF
REC. 6807
page 876

PAGE 876

BK 6807

OPEN AREAS COMMITTED UNDER THIS SUPPLEMENT

47" West, along the West boundary of said Parcel 1, a distance of 253.37 feet; thence South 89° 47' 13" East, 14.00 feet to the POINT OF BEGINNING; thence continue South 89° 47' 13" East, 71.50 feet; thence South 00° 12' 47" West, 199.17 feet; thence North 89° 47' 13" West, 71.50 feet; thence North 00° 12' 47" East, 199.17 feet to the Point of Beginning. Said lands all lying in the City of Margate, Broward County, Florida.

Prepared By:
Thomas F. Schnars, PLS
Dated: September 28, 1976

KEITH SCHNARS Land Surveying Sciences, P.A.

EXHIBIT A
TO
THE TOWNHOMES OF ORIOLE II
OPEN AREA AND RESIDENTIAL PROPERTY SUPPLEMENT
(Page 3 of 3 Pages)

OFF
REC. 6807 PAGE 877

PAGE 877

BK 6807

RESIDENTIAL PROPERTY COMMITTED UNDER THIS SUPPLEMENT

CLUSTERS 19, 21, 22, 23 AND 24 AS HEREINAFTER PARTICULARLY DESCRIBED.

EXHIBIT B
TO
THE TOWNHOMES OF ORIOLE II
OPEN AREA AND RESIDENTIAL PROPERTY SUPPLEMENT

OFF REC 6807 PAGE 877

OFF REC 6807 PAGE 878

PAGE 870

BK 6807

DESCRIPTION

THE TOWNHOMES OF ORIOLE !!
RESIDENTIAL PROPERTY
CLUSTER 19

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the Northwest corner of said Parcel 1 (said corner also being the Northwest corner of the Southwest One-Quarter (SW 1/4) of Section 26, Township 48 South, Range 41 East); thence South $00^{\circ} 12' 47''$ West, along the West boundary of said Parcel 1, 872.71 feet; thence South $89^{\circ} 47' 13''$ East, 208.52 feet to the POINT OF BEGINNING; thence North $29^{\circ} 21' 15''$ East, 221.17 feet; thence South $60^{\circ} 38' 45''$ East, 71.50 feet; thence South $29^{\circ} 21' 15''$ West, 221.17 feet; thence North $60^{\circ} 38' 45''$ West, 71.50 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

Prepared By:
Thomas F. Schnars, PLS
Dated: September 21, 1976

KEITH ~ SCHNARS Land Surveying Sciences, P.A.

OFF
REC: 6807
page 879

PAGE 879

BK 6807

DESCRIPTION

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 21

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:
COMMENCE at the Northwest corner of said Parcel 1 (said corner also being the Northwest corner of the Southwest One Quarter (SW 1/4) of Section 26, Township 48 South, Range 41 East); thence South 00° 12' 47" West, along the West boundary of said Parcel 1, a distance of 627.80 feet; thence South 89° 47' 13" East, 158.50 feet to the Point of Beginning; thence continue South 89° 47' 13" East, 71.50 feet; thence South 00° 12' 47" West, 177.17 feet; thence North 89° 47' 13" West, 71.50 feet; thence North 00° 12' 47" East, 177.17 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

Prepared By:
Thomas F. Schnars, PLS
Dated:

KEITH SCHNARS Land Surveying Sciences, P.A.

DEF 6807 page 880

PAGE 880

BK 6807

DESCRIPTION

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 22

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the Northwest corner of said Parcel 1 (said corner also being the Northwest corner of the Southwest One Quarter (SW 1/4) of Section 26, Township 48 South, Range 41 East); thence South 00° 12' 47" West, along the West boundary of said Parcel 1, a distance of 477.54 feet; thence South 89° 47' 13" East, 14.00 feet to the Point of Beginning; thence continue South 89° 47' 13" East, 71.50 feet; thence South 00° 12' 47" West, 201.17 feet; thence North 89° 47' 13" West, 71.50 feet; thence North 00° 12' 47" East, 201.17 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

Prepared By:
Thomas F. Schnars, PLS
Dated: September 28, 1976

KEITH ~ SCHNARS Land Surveying Sciences, P.A.

OFF. REC. 6807 PAGE 880

OFF. REC. 6807 PAGE 831

PAGE 881

BK 6807

DESCRIPTION

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 23

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the Northwest corner of said Parcel 1 (said corner also being the Northwest corner of the Southwest One Quarter (SW 1/4) of Section 26, Township 48 South, Range 41 East); thence South $00^{\circ} 12' 47''$ West, along the West boundary of said Parcel 1, a distance of 401.63 feet; thence South $89^{\circ} 47' 13''$ East, 158.50 feet to the Point of Beginning; thence continue South $89^{\circ} 47' 13''$ East, 71.50 feet; thence South $00^{\circ} 12' 47''$ West, 201.17 feet; thence North $89^{\circ} 47' 13''$ West, 71.50 feet; thence North $00^{\circ} 12' 47''$ East, 201.17 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

Prepared By:
Thomas F. Schnars, PLS
Dated:

KEITH & SCHNARS Land Surveying Sciences, P.A.

OFF. REC. 6807 PAGE 882

PAGE 882

BK 6807

DESCRIPTION

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 24

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the Northwest corner of said Parcel 1 (said corner also being the Northwest corner of the Southwest One Quarter (SW 1/4) of Section 26, Township 48 South, Range 41 East); thence South 00° 12' 47" West, along the West boundary of said Parcel 1, a distance of 253.37 feet; thence South 89° 47' 13" East, 14.00 feet to the Point of Beginning; thence continue South 89° 47' 13" East, 71.50 feet; thence South 00° 12' 47" West, 199.17 feet; thence North 89° 47' 13" West, 71.50 feet; thence North 00° 12' 47" East, 199.17 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

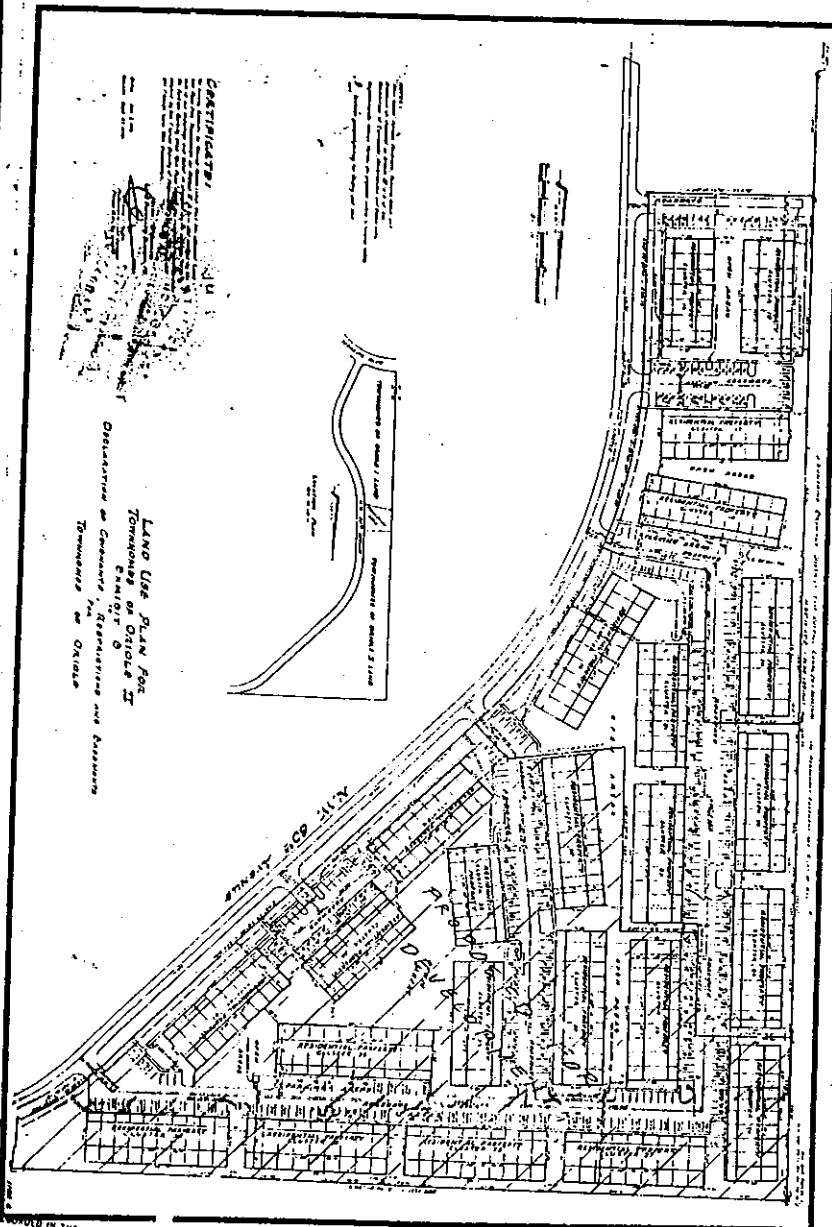
Prepared By:
Thomas F. Schnars, PLS
Dated: September 28, 1976

KEITH & SCHNARS Land Surveying Sciences, P.A.

OFF
REC 6807 page 833

PAGE 000

BK 6807



CERTIFICATE
I, the undersigned, County Administrator of Broward County, Florida, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of said County.

LAND USE PLAN FOR
TOWNHOMES OF ORIOLE II
PART OF
SECTION 26, TOWNSHIP 21N, RANGE 2E
COUNTY OF BROWARD, FLORIDA

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. NESTER
COUNTY ADMINISTRATOR

EXHIBIT C
TO THE TOWNHOMES OF ORIOLE II
OPEN AREA AND RESIDENTIAL PROPERTY SUPPLEMENT

OFF. REC. 6807 PAGE 884

PAGE 000

77-182584

THE TOWNHOMES OF ORIOLE II.
OPEN AREA AND RESIDENTIAL PROPERTY SUPPLEMENT

THIS TOWNHOMES OF ORIOLE II OPEN AREA AND RESIDENTIAL PROPERTY SUPPLEMENT ("Supplement") made this 13th day of July, 1977 by ORIOLE HOMES CORP., a Florida corporation ("Developer"), and joined in by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation not for profit ("Association").

WHEREAS, Developer executed a Declaration Supplement for The Townhomes of Oriole II on July 23, 1976 ("Declaration Supplement"), which Declaration Supplement was joined in by the Association, and which was recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida; and

WHEREAS, certain parts of the "Townhomes of Oriole II Land", as defined in the Declaration Supplement, were by the terms of the Declaration Supplement expressly not committed by the Declaration Supplement to the land uses and plan of development set forth in the Declaration Supplement ("Uncommitted Lands"); and

WHEREAS, the Declaration Supplement provides that said Uncommitted Lands may be committed to such land use and development, in whole or in part, as "Open Areas" or as "Residential Property," as such terms are defined in the Declaration Supplement; by the execution by Developer of a Townhomes II Open Area or Residential Supplement; and

WHEREAS, Developer now desires to commit certain parts of the Uncommitted Lands/as such Open Areas or Residential Property.

THIS INSTRUMENT PREPARED BY
RETURN TO
SCOTT J. FUERST, ESQUIRE
RUDEN, BARNETT, McCLOSKEY, SCHUSTER & SCHWEER
P. O. BOX 7276
FORT LAUDERDALE, FLORIDA 33304

77 AUG 19 PM 4:07

REC 7164 PAGE 733

00976

↙

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby commits as Open Areas or Residential Property the land hereinafter described to the land use plan set forth in the Declaration Supplement and declares that such areas shall be owned, held, used, transferred, sold, conveyed, devised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens set forth in the Declaration Supplement and as follows:

1. Developer hereby commits the land described in Exhibit A to this Supplement as Open Areas, as such term is defined in the Declaration Supplement, and such land is hereby committed to such use and development in accordance with the Declaration Supplement.

2. Developer hereby commits the land described in Exhibit B to this Supplement as Residential Property, as such term is defined in the Declaration Supplement, and such land is hereby committed to such use and development in accordance with the Declaration Supplement.

3. Annexed to this Supplement as Exhibit C is a graphic description of the land use plan for the Townhomes of Oriole II Land setting forth all of the lands committed to date as Open Areas or Residential Property, including the lands committed by this Supplement as Open Areas or Residential Property. All of such committed lands are the areas on Exhibit C not covered by hash marks. The areas on Exhibit C covered by hash marks and designated "Proposed" are those parts of the Townhomes of Oriole II Land which, as of the date of this Supplement, have not been committed to the land uses and plan of development set forth in the Declaration Supplement and which remain Uncommitted Lands under the Declaration Supplement.

77 APR 19 PM 4:07

REC-1164 PAGE 720

IN WITNESS WHEREOF, this Townhomes of Oriole II Open Area and Residential Property Supplement has been signed by Developer and the Association the day and year first above set forth.

WITNESSETH: ORIOLE HOMES CORP.

Carol E. Glass

By: R.D. Levy
R.D. Levy, Chairman of the Board and Chief Executive Officer

Nancy Bryan

Attest: A. Nunez
A. Nunez, Assistant Secretary
(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

Carol E. Glass

By: R.D. Levy
R.D. Levy, President

Nancy Bryan

Attest: A. Nunez
A. Nunez, Secretary
(SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, R.D. LEVY and A. NUNEZ, the Chairman of the Board and Chief Executive Officer and Assistant Secretary, respectively, of ORIOLE HOMES CORP., to be known to be the persons who signed the foregoing instrument as such officers, and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of July, 1977.

Carol E. Glass
Notary Public

My Commission Expires
Notary Public, State of Florida as Cont. by Commission Expires March 11, 1978

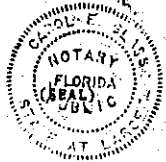


REC-7164 PAGE 731

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, R. D. LEVY and A. NUNEZ, the President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of July, 1977.



Carol F. St. Louis
Notary Public
Notary Public, State of Florida at Large
My Commission Expires March 11, 1979
My Commission Expires March 11, 1979
Issued by Broward Title & County Co.

REC-7164 PAGE 732

Get 7164

EXHIBIT A

THE TOWNHOMES OF ORIOLE II
DESCRIPTION OF OPEN AREAS
FOR ADDITIONAL COMMITTED
LANDS

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

BEGINNING at the Northwest corner of said Parcel 1; thence South 88° 18' 46" East, along the North line of said Parcel 1, a distance of 330.56 feet; thence South 01° 41' 14" West, 109.50 feet; thence South 88° 18' 46" East, 56.80 feet; thence South 00° 12' 47" West, 273.43 feet; thence South 06° 40' 50" East, 245.61 feet; thence North 44° 20' 02" West, 0.23 feet; thence South 83° 19' 10" West, 170.29 feet; thence North 00° 12' 47" East, 268.17 feet; thence North 89° 47' 13" West, 110.50 feet; thence North 00° 12' 47" East, 148.26 feet; thence North 89° 47' 13" West, 134.50 feet to a point on the West line of said Parcel 1; thence North 00° 12' 47" East, along said line a distance of 240.87 feet to the Point of Beginning; LESS the following described parcels:

COMMENCE at the Northwest corner of said Parcel 1; thence South 00° 12' 47" West, along the West line of said Parcel 1, a distance of 27.20 feet; thence South 89° 47' 13" East, 14.00 feet to the POINT OF BEGINNING; thence continue South 89° 47' 13" East, 71.50 feet; thence South 00° 12' 47" West, 201.17 feet; thence North 89° 47' 13" West, 71.50 feet; thence North 00° 12' 47" East, 201.17 feet to the Point of Beginning; ALSO LESS the following described:

COMMENCE at the Northwest corner of said Parcel 1; thence South 00° 12' 47" West, along the West line of said Parcel 1, a distance of 175.46 feet; thence South 89° 47' 13" East, 150.50 feet to the POINT OF BEGINNING; thence continue South 89° 47' 13" East, 71.50 feet; thence South 00° 12' 47" West, 201.17 feet; thence North 89° 47' 13" West, 71.50 feet; thence North 00° 12' 47" East, 201.17 feet to the Point of Beginning; ALSO LESS the following described:

COMMENCE at the Northwest corner of said Parcel 1; thence South 00° 12' 47" West, along the West line of said Parcel 1, a distance of 167.17 feet; thence South 89° 47' 13" East, 263.92 feet to the POINT OF

REC 7164 PAGE 793

EXHIBIT A

BEGINNING; thence continue South $89^{\circ} 47' 13''$ East, 71.50 feet; thence South $00^{\circ} 12' 47''$ West, 221.17 feet; thence North $89^{\circ} 47' 13''$ West, 71.50 feet; thence North $00^{\circ} 12' 47''$ East, 221.17 feet to the Point of Beginning; ALSO LESS the following described:

COMMENCE at the Northwest corner of said Parcel 1; thence South $88^{\circ} 18' 46''$ East, along the North line of said Parcel 1, a distance of 118.89 feet; thence South $01^{\circ} 41' 14''$ West, 14.00 feet to the POINT OF BEGINNING; thence South $88^{\circ} 18' 46''$ East, 199.17 feet; thence South $01^{\circ} 41' 14''$ West, 71.50 feet; thence North $88^{\circ} 18' 46''$ West, 199.17 feet; thence North $01^{\circ} 41' 14''$ East, 71.50 feet to the Point of Beginning; ALSO LESS the following described:

COMMENCE at the Northwest corner of said Parcel 1; thence South $00^{\circ} 12' 47''$ West, along the West line of said Parcel 1, a distance of 426.80 feet; thence South $89^{\circ} 47' 13''$ East, 267.14 feet to the POINT OF BEGINNING; thence North $83^{\circ} 19' 10''$ East, 71.50 feet; thence South $06^{\circ} 40' 50''$ East, 221.17 feet; thence South $83^{\circ} 19' 10''$ West, 71.50 feet; thence North $06^{\circ} 40' 50''$ West, 221.17 feet to the Point of Beginning.

Said lands all lying in the City of Margate, Broward County, Florida.

OFF 7164 page 793

OFF 7164 page 794

EXHIBIT B

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 25

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof, as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the Northwest corner of said Parcel 1; thence South $00^{\circ} 12' 47''$ West, along the West line of said Parcel 1, a distance of 175.46 feet; thence South $89^{\circ} 47' 13''$ East, 158.50 feet to the POINT OF BEGINNING; thence continue South $89^{\circ} 47' 13''$ East, 71.50 feet; thence South $00^{\circ} 12' 47''$ West, 201.17 feet; thence North $89^{\circ} 47' 13''$ West, 71.50 feet; thence North $00^{\circ} 12' 47''$ East, 201.17 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

REF 7168

REF 7164
PAGE 735

EXHIBIT B

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 26

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof, as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the Northwest corner of said Parcel 1; thence South $00^{\circ} 12' 47''$ West, along the West line of said Parcel 1, a distance of 27.20 feet; thence South $89^{\circ} 47' 13''$ East, 14.00 feet to the POINT OF BEGINNING; thence continue South $89^{\circ} 47' 13''$ East, 71.50 feet; thence South $00^{\circ} 12' 47''$ West, 201.17 feet; thence North $89^{\circ} 47' 13''$ West, 71.50 feet; thence North $00^{\circ} 12' 47''$ East, 201.17 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

DEF. 7164 PAGE 736

EXHIBIT B

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 27

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof, as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the Northwest corner of said Parcel 1; thence South $88^{\circ} 18' 46''$ East, along the North line of said Parcel 1, a distance of 118.89 feet; thence South $01^{\circ} 41' 14''$ West, 14.00 feet to the POINT OF BEGINNING; thence South $88^{\circ} 18' 46''$ East, 199.17 feet; thence South $01^{\circ} 41' 14''$ West, 71.50 feet; thence North $88^{\circ} 18' 46''$ West, 199.17 feet; thence North $01^{\circ} 41' 14''$ East, 71.50 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

OFF. 7164
REC. 7164 PAGE 757

EXHIBIT B

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 29

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof, as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the Northwest corner of said Parcel 1; thence South $00^{\circ} 12' 47''$ West, along the West line of said Parcel 1, a distance of 167.17 feet; thence South $89^{\circ} 47' 13''$ East, 263.92 feet to the POINT OF BEGINNING; thence continue South $89^{\circ} 47' 13''$ East, 71.50 feet; thence South $00^{\circ} 12' 47''$ West, 221.17 feet; thence North $89^{\circ} 47' 13''$ West, 71.50 feet; thence North $00^{\circ} 12' 47''$ East, 221.17 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

OFF
REC. 7164 PAGE 797

OFF
REC. 7164 PAGE 797

EXHIBIT D

THE TOWNHOUSES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 30

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the Northwest corner of said Parcel 1; thence South $00^{\circ} 12' 47''$ West, along the West line of said Parcel 1, a distance of 426.80 feet; thence South $89^{\circ} 47' 13''$ East, 267.14 feet to the POINT OF BEGINNING; thence North $83^{\circ} 19' 10''$ East, 71.50 feet; thence South $06^{\circ} 40' 50''$ East, 221.17 feet; thence South $23^{\circ} 19' 10''$ West, 71.50 feet; thence North $06^{\circ} 40' 50''$ West, 221.17 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

OFF. 7164 PAGE 759

OFF. 7164 PAGE 759

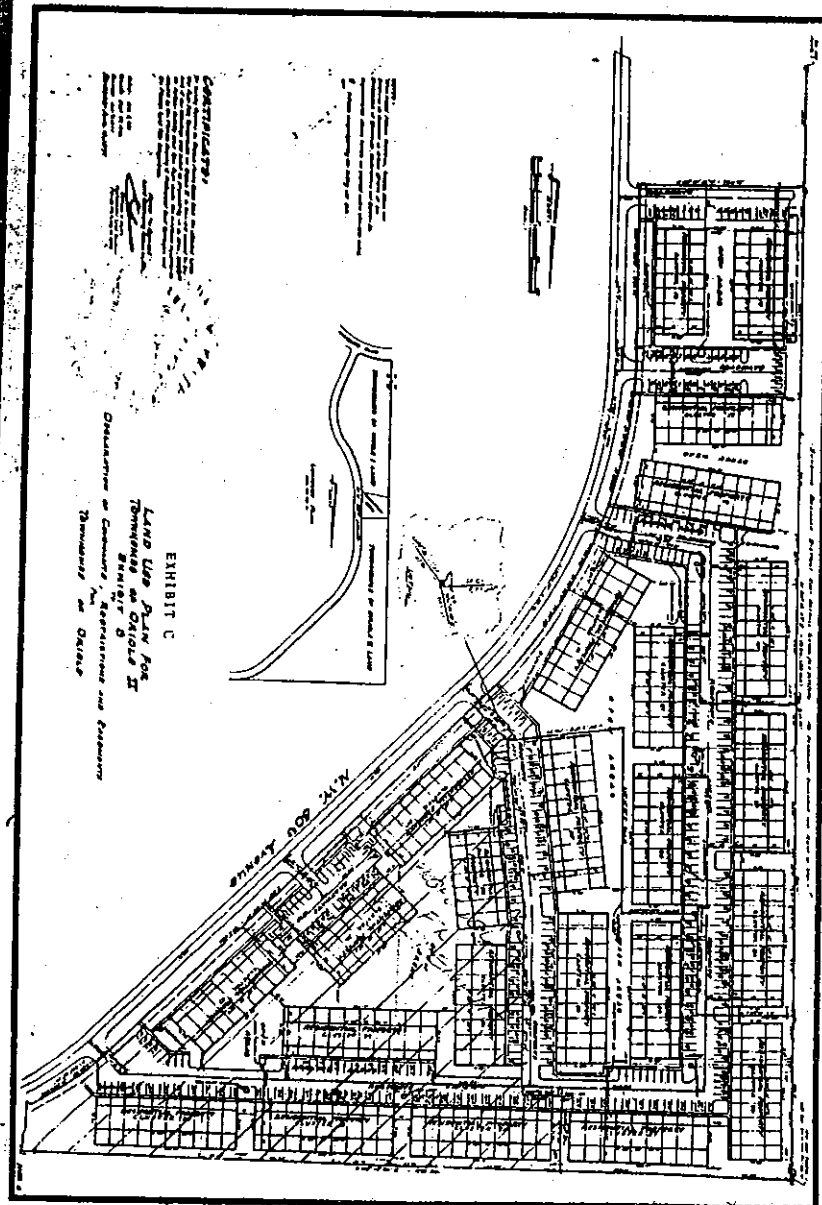


EXHIBIT C
 Land Use Plan for
 Tract No. 20104 II
 Shaded in Orange
 Ordinance No. 20104 II
 Shaded in Orange
 Ordinance No. 20104 II
 Shaded in Orange

ALLOWED IN THE OFFICIAL RECORDS BOOK
 OF STONE COUNTY, FLORIDA
 L. A. HESTER
 COUNTY ADMINISTRATOR

OFF. REC. 7164 PAGE 800

78- 88367

AMENDMENT TO
THE TOWNHOMES OF ORIOLE II
OPEN AREA AND RESIDENTIAL PROPERTY SUPPLEMENT

This Amendment to the The Townhomes of Oriole II Open Area and Residential Property Supplement ("Amendment") is made this 6th day of March, 1978 by Oriole Homes Corp., a Florida corporation ("Developer"), and joined in by the Townhomes of Oriole Association, Inc., a Florida corporation not-for-profit ("Association").

WHEREAS, the Developer and the Association executed the Townhomes of Oriole II Open Area and Residential Property Supplement dated July 13, 1977 ("Supplement"), which Supplement was recorded in Official Records Book 7164, Page 789 of the Public Records of Broward County, Florida; and

WHEREAS, the Developer and the Association have discovered a scrivener's error in Exhibit A to the Supplement; and

WHEREAS, Article VII.J of the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, recorded in Official Records Book 6381, Page 623 of the Public Records of Broward County, Florida provides for the Developer and the Association to execute amendments.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Developer and the Association do hereby declare as follows:

1. Annexed hereto is a Revised Exhibit A to the Supplement. Such Revised Exhibit A shall replace Exhibit A attached to the Supplement.
2. Except as herein modified and amended, the Supplement shall remain in full force and effect.

PREPARED BY
RETURN TO

MARK F. GRANT
RUDEN, BARNETT, McCLOSKEY, SCHUSTER & SCHMERER
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

10 130 7 FN 4:16

78-88367-17A

SR

IN WITNESS WHEREOF, this Amendment has been signed by the Developer and the Association on the day and year first above set forth.

WITNESSES:

Mary E. Chapman

Christina A. Perpe

Mary E. Chapman

Christina A. Perpe

ORIOLE HOMES CORP.

By: R.D. Levy
R.D. Levy, President, Chairman
of the Board and Chief Executive
Officer

Attest: A. Nuñez
A. Nuñez, Assistant Secretary

(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION,
INC.

By: R.D. Levy
R.D. Levy, President

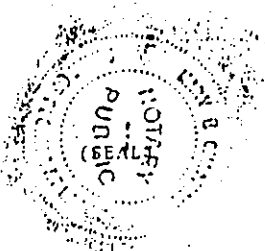
Attest: A. Nuñez
A. Nuñez, Secretary

(SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, R.D. LEVY and A. NUNEZ, the President, Chairman of the Board and Chief Executive Officer and Assistant Secretary, respectively, of ORIOLE HOMES CORP., to me known to be the persons who signed the foregoing instrument as such officers, and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of March, 1978.



Mary E. Chapman
Notary Public

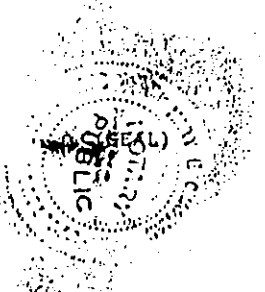
My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 26 1981
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, R. D. LEVY and A. NUNEZ, the President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of March, 1978.



Mary E. Chapman
Notary Public

My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 26 1981
BONDED THRU GENERAL INS. UNDERWRITERS

FILE 7-55 PAGE 176

REVISED EXHIBIT A

THE TOWNHOMES OF ORIOLE II
DESCRIPTION OF OPEN AREAS
FOR ADDITIONAL COMMITTED
LANDS, AUGUST, 1977

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

BEGINNING at the Northwest corner of said Parcel 1; thence South $88^{\circ} 18' 46''$ East, along the North line of said Parcel 1, a distance of 330.56 feet; thence South $01^{\circ} 41' 14''$ West, 109.50 feet; thence South $88^{\circ} 18' 46''$ East, 56.80 feet; thence South $00^{\circ} 12' 47''$ West, 273.43 feet; thence South $06^{\circ} 40' 50''$ East, 245.61 feet; thence South $44^{\circ} 20' 02''$ East, 0.23 feet; thence South $83^{\circ} 19' 10''$ West, 170.29 feet; thence North $00^{\circ} 12' 47''$ East, 268.17 feet; thence North $89^{\circ} 47' 13''$ West, 110.50 feet; thence North $00^{\circ} 12' 47''$ East, 148.26 feet; thence North $89^{\circ} 47' 13''$ West, 134.50 feet to a point on the West line of said Parcel 1; thence North $00^{\circ} 12' 47''$ East, along said line a distance of 240.87 feet to the Point of Beginning; LESS the following described parcels:

COMMENCE at the Northwest corner of said Parcel 1; thence South $00^{\circ} 12' 47''$ West, along the West line of said Parcel 1, a distance of 27.20 feet; thence South $89^{\circ} 47' 13''$ East, 14.00 feet to the POINT OF BEGINNING; thence continue South $89^{\circ} 47' 13''$ East, 71.50 feet; thence South $00^{\circ} 12' 47''$ West, 201.17 feet; thence North $89^{\circ} 47' 13''$ West, 71.50 feet; thence North $00^{\circ} 12' 47''$ East, 201.17 feet to the Point of Beginning; ALSO LESS the following described:

COMMENCE at the Northwest corner of said Parcel 1; thence South $00^{\circ} 12' 47''$ West, along the West line of said Parcel 1, a distance of 175.46 feet; thence South $89^{\circ} 47' 13''$ East, 158.50 feet to the POINT OF BEGINNING; thence continue South $89^{\circ} 47' 13''$ East, 71.50 feet; thence South $00^{\circ} 12' 47''$ West, 201.17 feet; thence North $89^{\circ} 47' 13''$ West, 71.50 feet; thence North $00^{\circ} 12' 47''$ East, 201.17 feet to the Point of Beginning; ALSO LESS the following described:

COMMENCE at the Northwest corner of said Parcel 1; thence South $00^{\circ} 12' 47''$ West, along the West line of said Parcel 1, a distance of 167.17 feet; thence South $89^{\circ} 47' 13''$ East, 263.92 feet to the POINT OF

KEITH SCHNARS, P.A. Engineers - Planners - Surveyors

FILE 7456 PAGE 177

BEGINNING; thence continue South 89° 47' 13" East, 71.50 feet; thence South 00° 12' 47" West, 221.17 feet; thence North 89° 47' 13" West, 71.50 feet; thence North 00° 12' 47" East, 221.17 feet to the Point of Beginning; ALSO LESS the following described:

COMMENCE at the Northwest corner of said Parcel 1; thence South 88° 18' 46" East, along the North line of said Parcel 1, a distance of 118.89 feet; thence South 01° 41' 14" West, 14.00 feet to the POINT OF BEGINNING; thence South 88° 18' 46" East, 199.17 feet; thence South 01° 41' 14" West, 71.50 feet; thence North 88° 18' 46" West, 199.17 feet; thence North 01° 41' 14" East, 71.50 feet to the Point of Beginning; ALSO LESS the following described:

COMMENCE at the Northwest corner of said Parcel 1; thence South 00° 12' 47" West, along the West line of said Parcel 1, a distance of 426.80 feet; thence South 89° 47' 13" East, 267.14 feet to the POINT OF BEGINNING; thence North 83° 19' 10" East, 71.50 feet; thence South 06° 40' 50" East, 221.17 feet; thence South 83° 19' 10" West, 71.50 feet; thence North 06° 40' 50" West, 221.17 feet to the Point of Beginning.

Said lands all lying in the City of Margate, Broward County, Florida.

PREPARED BY:
Thomas F. Schnars, PLS
DATED: August 4, 1977
REVISED: August 15, 1977
*REVISED: March 1, 1978

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

KEITH SCHINARS, P.A. Engineers - Planners - Surveyors

118
7456
PAGE 178

81-162574

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
CLUSTER COVENANTS AND CROSS EASEMENTS
FOR CLUSTERS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,
13 AND 14 OF THE TOWNHOMES OF ORIOLE I

The undersigned duly elected President and Secretary of The
Townhomes of Oriole Association, Inc. do hereby certify that pur-
suant to Article X(I) of the Declaration of Cluster Covenants and
Cross Easements for Clusters 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,
13 and 14, the following resolution amending said documents as they
are recorded at the following Official Record Books and Pages of
the Public Records of Broward County, Florida:

- Cluster 1 - O.R. Book 7116, Page 119 ✓
- Cluster 2 - O.R. Book 6387, Page 270 ✓
- Cluster 3 - O.R. Book 6647, Page 479 ✓
- Cluster 4 - O.R. Book 6387, Page 303 ✓
- Cluster 5 - O.R. Book 6422, Page 1 ✓
- Cluster 6 - O.R. Book 6421, Page 957 ✓
- Cluster 7 - O.R. Book 6415, Page 924 ✓
- Cluster 8 - O.R. Book 6466, Page 796 ✓
- Cluster 9 - O.R. Book 6578, Page 260 ✓
- Cluster 10 - O.R. Book 6549, Page 375 ✓
- Cluster 11 - O.R. Book 6484, Page 600 ✓
- Cluster 12 - O.R. Book 6600, Page 1 ✓
- Cluster 13 - O.R. Book 6611, Page 178 ✓
- Cluster 14 - O.R. Book 6611, Page 145 ✓

5 1 3 17 8

was adopted by a majority of the members and the Board of Directors
at meetings in which respective quorums were present.

RESOLVED that, the Declaration of Cluster Covenants and
Cross Easements for Clusters 1, 2, 3, 4, 5, 6, 7, 8, 9,
10, 11, 12, 13 and 14 be amended as follows:

1. Article V B-1(b)(2) be and is hereby amended
to read in its entirety as follows:

(2) The Association may repair, replace or
maintain those portions of the common struc-
tural elements or exterior portions of a Town-
home Residence and/or the Cluster Property
which are otherwise the responsibility of
any Townhome Residence Owner(s) and specifi-
cally assess such Townhome Residence Owner(s)
for the same, provided that the Board notify
the Townhome Residence Owner(s) of his (their)
responsibility and specifically afford the
Townhome Residence Owner(s) twenty (20) days
within which to comply with the provisions of
Article V B-1(a) or to notify the Board, in
writing, of a reasonable time period within
which the maintenance/repair will be completed.
Provided further, that notification shall not
be required in the case of a situation deemed
an emergency by the Board.

EXECUTED this 19 day of April, 1984.

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

BY: [Signature]
President

Attest: [Signature]
Secretary

RE 9622 REC 294

4100 N.W. 11th St.
S.W. 3, Suite 100
Ft. Lauderdale, FL 33309

[Handwritten mark]

AMENDMENT OF TOWNHOMES DOCUMENTS
AND RELINQUISHMENT BY DEVELOPER
(ORIOLE HOMES CORP.)
OF RIGHT TO AMEND/MODIFY

79-379624

WHEREAS, the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole dated October 21, 1975 and recorded October 30, 1975 at O.R. Book 6381 at Page 623 of the Public Records of Broward County provides in Article VII for a reservation unto the Developer of a right to amend and modify said Declaration; and

WHEREAS, the Declaration Supplement for The Townhomes of Oriole II dated July 23, 1976 and recorded at O.R. Book 6675 at Page 771 of the Public Records of Broward County provides in Article VII for a reservation unto the Developer of a right to amend and modify the Declaration; and

WHEREAS, the Declaration of Cluster Covenants and Cross Easements for each and every numbered cluster of The Townhomes of Oriole I and II, a typical example of which is recorded at O.R. Book 6675 at Page 792 of the Public Records of Broward County, Florida provides in Article X(I) for a reservation unto the Developer of a right to amend and modify the Declaration; and

WHEREAS, the By-Laws of The Townhomes of Oriole Association, Inc. recorded on February 15, 1977 at O.R. Book 6910 Page 97 of the Public Records of Broward County, Florida, provides in Section 10.3 for a reservation unto the Developer of a right to amend and modify the Declaration; and

WHEREAS, Developer is desirous of relinquishing its right to amend or modify aforesaid documents and/or any other documents dealing with The Townhomes of Oriole I, The Townhomes of Oriole II or The Townhomes of Oriole Association, Inc.; and

WHEREAS, an amendment to aforesaid Declarations and By-Laws must be reflected in an instrument executed by the Developer and The Townhomes of Oriole Association, Inc.;

NOW THEREFORE, in consideration of the premises and ONE DOLLAR (\$1.00) and other good and other valuable consideration,

Record & Return to:
Law Offices
SOLICHTE, CASRO & FLATE, P.A.
443 So. Andrews Ave.
Ft. Lauderdale, FL 33301
402-2888

79 OCT 13 AM 10:01

REC 8613 REG 870

13.2

each to the other in hand paid; the receipt and sufficiency of which is hereby acknowledged, the parties hereto affirmatively agree to this Amendment to the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, The Declaration Supplement for The Townhomes of Oriole I, The Declaration of Cluster Covenants and Cross Easements for each and every numbered cluster of The Townhomes of Oriole I and II and the By-Laws of The Townhomes of Oriole Association, Inc. as follows:

1. Oriole Homes Corp., the Developer of The Townhomes of Oriole I and The Townhomes of Oriole II, hereby unconditionally relinquishes and surrenders its rights to amend or modify as said right is contained in Article VII of the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, Article VII of the Declaration Supplement for The Townhomes of Oriole II, and Article X(1) of the Declaration of Cluster Covenants and Cross Easements for each and every numbered cluster of The Townhomes of Oriole I and II.

2. Oriole Homes Corp. hereby unconditionally relinquishes and surrenders its right to amend or modify as said right is contained in Section 10.3 of the By-Laws. More specifically, Developer agrees to permit amendment to said Section to herein-after read in its entirety as follows:

10.3 Notwithstanding any provision of this Section 10 to the contrary, these By-Laws shall not be amended in any manner which shall amend, modify or affect any provision, terms, conditions, rights or obligations set forth in any other Townhomes Documents, as the same may be amended from time to time in accordance with the provisions thereof, including, without limitation, any rights of an Institutional Mortgagee, as defined in the Declaration having a first mortgage on a Townhome, without the prior written consent thereto by Institutional Mortgagee.

3. Oriole Homes Corp. further unconditionally relinquishes and surrenders its right to amend or modify any other document of Townhome I, Townhome II, or The Townhomes of Oriole Association, Inc. not specifically mentioned hereinabove.

4. The Townhomes of Oriole Association, Inc., a Florida corporation not-for-profit, by execution of this document, by and through its President and Secretary, hereby certify that said

Record & Return to:
Law Office:

SCHLICHTE, CARBO, & PLATT, P.A.
440 So. Andrews Ave.
Fl. Landshole, FL 33001
409-3200

RE 8613 no 871

Amendment was duly adopted pursuant to the Declaration of Covenants Restrictions and Easements for The Townhomes of Oriole, The Declaration Supplement for The Townhomes of Oriole II, and the Declaration of Cluster Covenants and Cross Easement for each and every numbered cluster of The Townhomes of Oriole I and II.

IN WITNESS WHEREOF, the Corporations specified below have caused these presents to be signed by their proper Officers, their corporate seals to be affixed and this Amendment of Townhomes Documents and Relinquishment by Developer (Oriole Homes Corp.) of Right to Amend/Modify to be adopted on the dates specified.

ORIOLE HOMES CORP.

By: R. D. Levy
President

By: Harry A. Levy
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared R. D. Levy as President of Oriole Homes Corp. and he acknowledged before me that he executed the same.

WITNESS my hand and official seal this 5th day of September, 1979.

Mary E. Chapman
Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 28 1981
BONDED THROUGH GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared Harry A. Levy as Secretary of Oriole Homes Corp. and he acknowledged before me that he executed the same.

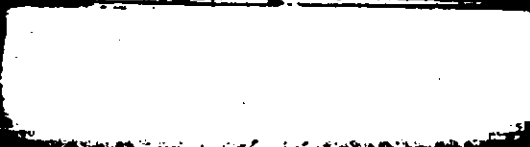
WITNESS my hand and official seal this 5th day of September, 1979.

Mary E. Chapman
Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 28 1981
BONDED THROUGH GENERAL INS. UNDERWRITERS

Record & Return to:
Law Offices
SCHLICHTE, CARBO, & PLATT, P.A.
440 So. Andrews Ave.
Ft. Lauderdale, FL 33301
462-2800

REC 8013
PAGE 872



THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

By: Dorothy R. Moore
President

By: Betty Dupont
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared Dorothy R. Moore as President of The Townhomes of Oriole Association, Inc. and she acknowledged before me that she executed the same.

WITNESS my hand and official seal this 26th day of November, 1979.

Jeanne M. Hedman
Notary Public
Notary Public, State of Florida at Large
My Commission Expires November 12, 1982

My Commission Expires:

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared Betty Dupont as Secretary of The Townhomes of Oriole Association, Inc., and he acknowledged before me that he executed the same.

WITNESS my hand and official seal this 26th day of November, 1979.

Jeanne M. Hedman
Notary Public
Notary Public, State of Florida at Large
My Commission Expires November 12, 1982

My Commission Expires:

Record & Return to:
Law Offices
SCHLICHTE, CARBO, & PLATT, P.A.
440 So. Andrews Ave.
Ft. Lauderdale, Fl. 33301
462-2800

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

OFF 8613 PAGE 873

79-379625 ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

To: Secretary of State
State of Florida
Tallahassee, Florida 32304

Pursuant to the provisions of Sections 607.187 and 617.02 of the Florida Statutes (1975), the undersigned corporation adopts the following Articles of Amendment to the Articles of Incorporation dated October 17, 1975 (Charter No. 7-34,095) and recorded at O.R. Book 6910 Page 81 of the Public Records of Broward County, Florida:

1. The name of the corporation is The Townhomes of Oriole Association, Inc.

2. The following Amendments of Article X, Paragraphs A and D of the Articles of Incorporation were adopted by the members of the corporation at their Special meeting on November 6, 1979 and the Directors of the corporation at their meeting on October 16, 1979, in the manner prescribed by the Florida General Corporations Act and Article XIII of the Articles of Incorporation:

Article X Paragraph A:

The number of Directors on the First Board of Directors (the "First Board") shall be five (5). The number of Directors elected subsequent to the First Board shall be as provided in Paragraph D of this Article X.

Article X Paragraph D:

The number of Directors of the Initial Elected Board and on the Board thereafter shall not be less than five (5) nor more than seven (7) in number, all of whom shall be Townhome Owners of Record. The Members of the Association shall elect the Directors of the Initial Elected Board at a meeting to be called by the Board in whole or in part for such purpose (the "Initial Election Meeting"). A notice of such meeting shall be forwarded to all Members in accordance with the By-Laws, provided, however, that the Members shall be given at least twenty (20) but not more than forty-five (45) days notice of such meeting. There shall be at least one Director elected who is the owner of a Townhome in the Townhomes of Oriole I, and one Director elected who is the owner of a Townhome in the Townhomes of Oriole II. The Initial Elected

Record & Return to:
Law Offices
SCHLICHTE, CARBO, & PLATT, P.A.
440 So. Andrews Ave.
Ft. Lauderdale, Fl. 33301
462-2800

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RE 8613 pag 874

700 A

Board shall succeed the First Board upon the election thereof at such special meeting. The Initial Elected Board shall serve until the next Annual Meeting of the Members of the Association following this election, whereupon, the Members shall elect Directors to serve on the Board in the same manner as the Members elected the Initial Elected Board. The Board shall continue to be so elected at subsequent Annual Meetings of the Members of the Association in accordance with the By-Laws of the Association.

DATED November 26, 1979.

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

By: Dorothy R. Moore
President

By: Betty Dupont
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this day, personally appeared before me, the undersigned authority, Dorothy Moore, who signed the foregoing Articles of Amendment in my presence, and who being by me first duly sworn, deposes and says that she knows the contents of said Amendment, that the same are true to the best of her knowledge and belief, and she signed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, Florida this 26th day of November, 1979.

Jeanne M. Hedman
Notary Public

My Commission Expires: _____
Notary Public, State of Florida, _____
My Commission Expires November 12, 1982

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this day, personally appeared before me, the undersigned authority, Betty Dupont, who signed the foregoing Articles of Amendment in my presence, and who being by me first duly sworn, deposes and says that he knows the contents of said Amendment, that the same are true to the best of his knowledge and belief, and he signed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, Florida this 26th day of November, 1979.

Jeanne M. Hedman
Notary Public

My Commission Expires: _____
Notary Public, State of Florida, _____
My Commission Expires November 12, 1982

Record & Return to:
Law Offices
SCHLICHTER, CARBO, & PLATT, P.A.
440 So. Andrews Ave.
Fort Lauderdale, FL 33301
462-2800

RECORDS SECTION
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

REF R613 REC 875

CERTIFICATE OF AMENDMENT TO THE
BY-LAWS OF THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

79-379627

The undersigned duly elected President and Secretary of The Townhomes of Oriole Association, Inc. do hereby certify that pursuant to Section 10 of the By-Laws of The Townhomes of Oriole Association, Inc., the following Resolution amending the By-Laws recorded February 15, 1977 at O.R. Book 6910 Page 97 of the Public Records of Broward County, Florida, was adopted by a majority of the Members and the Board of Directors at meetings in which respective quorums were present.

RESOLVED that, the By-Laws be amended as follows:

1. Section 3.16 be and hereby is amended to read in its entirety as follows:

3.16 A quorum of the Members shall consist of persons entitled to cast one-third (1/3) of the votes of the entire Membership. A quorum of any meeting of a Class of Members shall consist of persons entitled to cast a majority of the votes of such Class Members. A Member may join in the action of a meeting of the Members by signing the minutes thereof, and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. Matters approved by a majority of the Members present at a meeting at which a quorum is present shall constitute the official acts of the Members, except as otherwise specifically provided by law, the Declaration, the Articles, any other Townhomes Document, or elsewhere herein.

2. Section 10.3 be and hereby is amended to read in its entirety as follows:

10.3 Notwithstanding any provision of this Section 10 to the contrary, these By-Laws shall not be amended in any manner which shall amend, modify or affect any provision, terms, conditions, rights or obligations set forth in any other Townhomes Documents, as the same may be amended from time to time in accordance with the provisions thereof, including, without limitation, any rights of an Institutional Mortgagee, as defined in the Declaration having a first mortgage on a Townhome, without the prior written consent thereto by Institutional Mortgagee, as the case may be.

EXECUTED this 26 day of November, 1979.

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

By: Dorothy R. Moore
President

Attest: Betty S. [Signature]
Secretary

Record & Return to:
Law Offices
SCHLICHTE, CARBO, & PLATT, P.A.
440 So. Andrews Ave.
FL Lauderdale, FL 33301
462-2800

79 DEC 13 AM 10:05

RECORDED
79 813 878

7°

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared Dorothy R. Moore as President of The Townhomes of Oriole Association, Inc. and she acknowledged before me that she executed the same.

WITNESS my hand and official seal this 26th day of November, 1979.

Jeanne M. Hedman
Notary Public
Notary Public, State of Florida at Large
My Commission Expires November 12, 1982

My Commission Expires:

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared Billy Dupont as Secretary of The Townhomes of Oriole Association, Inc. and he acknowledged before me that he executed the same.

WITNESS my hand and official seal this 26th day of November, 1979.

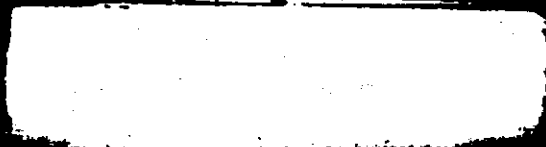
Jeanne M. Hedman
Notary Public
Notary Public, State of Florida at Large
My Commission Expires November 12, 1982

My Commission Expires:

Record & Return to:
Law Offices
SCHLICHTE, CARBO, & PLATT, P.A.
440 So. Andrews Ave.
Fl. Lauderdale, Fl. 33301
452-2800

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

REF 8613 RE 879



STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared
BURT CASWELL as President of The Townhomes of
Oriole Association, Inc. and he acknowledged before me that he
executed the same.

WITNESS my hand and official seal this 1st day of
June, 1981.

Jeanne M. Helman
Notary Public, State of Florida
At Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires 12/31/82

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared
HARRY TUCKER as Secretary of The Townhomes of
Oriole Association, Inc. and he acknowledged before me that
he executed the same.

WITNESS my hand and official seal this 1st day of
June, 1980.

Jeanne M. Helman
Notary Public, State of Florida
At Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires 12/31/82

REF 9622 9/15/205

RECORDED IN THE OFFICE OF THE
CLERK OF THE COUNTY OF BROWARD
FLORIDA
ON 06/01/81

SALES OFFICE
COMMERCIAL BANK
440
Ft Lauderdale

21-162575

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
CLUSTER COVENANTS AND CROSS EASEMENTS
FOR CLUSTERS 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25,
26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 & 38
OF THE TOWNHOMES OF ORIOLE II

The undersigned duly elected President and Secretary of The Townhomes of Oriole Association, Inc., hereby certify that pursuant to Article X(I) of the Declaration of Cluster Covenants and Cross Easements for Clusters 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38, the following resolution amending said documents as they are recorded at the following Official Record Books and Pages of the Public Records of Broward County, Florida:

Cluster 15 - O.R. Book 6826, Page 916 ✓
Cluster 16 - O.R. Book 6844, Page 292 ✓
Cluster 17 - O.R. Book 6893, Page 802 ✓
Cluster 18 - O.R. Book 7159, Page 1 ✓
Cluster 19 - O.R. Book 7010, Page 899 ✓
Cluster 20 - O.R. Book 6947, Page 1 ✓
Cluster 21 - O.R. Book 7193, Page 55 ✓
Cluster 22 - O.R. Book 7193, Page 88 ✓
Cluster 23 - O.R. Book 7193, Page 121 ✓
Cluster 24 - O.R. Book 7367, Page 91 ✓
Cluster 25 - O.R. Book 7525, Page 355 ✓
Cluster 26 - O.R. Book 7621, Page 669 ✓
Cluster 27 - O.R. Book 7645, Page 490 ✓
Cluster 28 - O.R. Book 7865, Page 125 ✓
Cluster 29 - O.R. Book 7716, Page 687 ✓
Cluster 30 - O.R. Book 7762, Page 864 ✓
Cluster 31 - O.R. Book 7775, Page 311 ✓
Cluster 32 - O.R. Book 7802, Page 190 ✓
Cluster 33 - O.R. Book 7834, Page 409 ✓
Cluster 34 - O.R. Book 7756, Page 311 ✓
Cluster 35 - O.R. Book 7958, Page 77 ✓
Cluster 36 - O.R. Book 7929, Page 521 ✓
Cluster 37 - O.R. Book 7958, Page 111 ✓
Cluster 38 - O.R. Book 7929, Page 487 ✓

was adopted by a majority of the members of the Board of Directors at meetings in which respective quorums were present.

RESOLVED that, the Declaration of Cluster Covenants and Cross Easements for Clusters 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38 be amended as follows:

1. Article V B-1(b)(2) be and is hereby amended to read in its entirety as follows:

(2) The Association may repair, replace or maintain those portions of the common structural elements or exterior portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner(s) and specifically assess such Townhome Residence Owner(s) for the same, provided that the Board notify the Townhome Residence Owner(s) of his (their) responsibility and specifically afford the Townhome Residence Owner(s) twenty (20) days within which to comply with the provisions of Article V B-1(a) or to notify the Board, in writing, of a reasonable time period within which the maintenance/repair will be completed. Provided further, that notification shall not be required in the case of a situation deemed an emergency by the board.

REC-2018-0929

EXECUTED this 18 day of March, 1981.

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared
BURT CASWELL as President of The Townhomes of
Oriole Association, Inc. and he acknowledged before me that he
executed the same.

WITNESS my hand and official seal this 18th day of
March, 1981.

[Signature]
Notary Public, State of
Florida At Large

My Commission Expires:

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared
HARRY TUCKER as Secretary of The Townhomes of
Oriole Association, Inc. and he acknowledged before me that he
executed the same.

WITNESS my hand and official seal this 12th day of
March, 1981.

[Signature]
Notary Public, State of
Florida at Large

My Commission Expires:

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DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 9
OF THE TOWNHOMES OF ORIOLE I

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 9 OF THE TOWNHOMES OF ORIOLE I (the "Cluster 9 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 5th day of May, 1976 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 9 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 9") has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6581, Page 625 of the Public Records of Broward County, Florida and

WHEREAS, the Declaration calls for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration); and

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 9 Building", referred to herein for brevity as the "Cluster Building") is now "Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire

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to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 9 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhome Documents" (as those terms are hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the benefits and burdens hereinafter set forth, the Developer hereby declares that the Cluster Property shall be owned, held, transferred, sold, conveyed, devised, and occupied subject to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens as set forth in the Declaration and herein.

ARTICLE I
DEFINITIONS

The following words and phrases when used in this Cluster Declaration (unless the context should clearly reflect another meaning) shall have the following meaning:

1. "The townhomes of Oriole" means the multi-phased residential community planned for development upon the Townhomes of Oriole land as described in the Declaration and includes the Townhomes of Oriole I and may include the "Townhomes of Oriole II" and all improvements now or hereafter located thereon, (as that term is hereinafter defined).

2. "The townhomes of Oriole I" means the initial multi-phased portion of the townhomes of Oriole for which a land use plan ("the townhomes I Plan") has been established by developer and set forth in the Declaration. The townhomes of Oriole I includes the land and improvements within the townhomes of Oriole I Land which is declared in the Declaration to be "Residential Property", "Open Areas" and the "Recreation Area", as those terms are hereinafter defined.

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3. "Townhome" means subsequent subdivided portions of the "Uncommitted Townhomes of Oriole Land" (as defined in the Declaration) or portions thereof and any improvements hereafter located thereon which Developer may commit to development and declare as "Residential Property", "Open Areas" and "Recreation Area", if any, upon the recording of a "Townhome II Plan" thereon as provided in Article II of the Declaration ("Plan for Development").

4. "Residential Property" means the real property set aside and declared for residential use as described in the Declaration and includes the Cluster Property.

5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

6. "Open Areas" means the "Roadways" as shown on the Townhome I Plan and more particularly described in the legal description thereof attached to the Declaration as Exhibit C, the "Parking Areas", "Sidewalks" and "Open Areas" as shown on the Townhome I Plan and as shall hereafter be declared in a Cluster Declaration or in a "Supplement" to the Declaration as provided in the Plan for Development.

7. "Recreation Area" means the real property and improvements located thereon as shown on the Townhome I Plan and described in Exhibit A to the Declaration and as shall hereafter be located thereon and described in a "Supplement" to the Declaration as provided in the Plan for Development, which are set aside for use by townhome Owners as provided in the Declaration.

8. "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached townhome, a cluster building, detached homes, a single or

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multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

9. "Townhome Residence" means a townhome on a particular lot on the Cluster Property and includes any and all improvements situate thereon.

10. "Townhome Owner" means the owner of a townhome.

11. "Townhome Residence Owner" means the owner of a townhome residence. "Townhome Residence Owners" means the owners of all townhome residences in the Cluster Property.

12. "Residence" means the residential unit located upon a lot within the Cluster Property.

13. "Lot" means the real property within the Cluster Property upon which a residence is located and as shown on the "Graphic Description" hereinafter described.

14. "Board" means the board of directors of the Association.

15. "Townhome Documents" means in the aggregate the Declaration, the Articles, the by-laws, this and other Cluster declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions, and Easements for the townhomes of Oriole recorded in the Official Records Book 6581, Page 625 of the Public Records of Broward County, Florida, and any amendments, modifications or supplements thereto as described on the Plan for Development.

19. "Special Expenses" means the expenses for which some or all of the townhome owners are liable to the Association in accordance with the method of allocation thereof described in Article 10 of the Declaration, and includes the following:

REC 05/18 REG 2113

expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement thereto or Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement thereto as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the declaration and includes "Cluster Expenses" under this Cluster Declaration.

20. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a lot/home and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking, of the state of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

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ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has substantially completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit A (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration as they relate to Residential Property and to establish the rights and obligations of the townhome Resident Owner as members of the Association all as contemplated under the Plan for Development set forth in Article II of the Declaration.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as "Residential Property" in accordance with Article III of the Declaration, to be used, transferred, devised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY

AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the residences therein as described in the Graphic Description and all appurtenances thereto

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ARTICLE II
SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement
Developer, as the fee title owner of the Cluster Property, has substantially completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration as they relate to Residential Property and to establish the rights and obligations of the Townhome residential owners as members of the Association all as contemplated under the Plan for Development set forth in Article II of the Declaration.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as "Residential Property" in accordance with Article III of the Declaration, to be used, transferred, devised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration, which terms are incorporated herein and made a part hereof.

ARTICLE III
DESCRIPTION OF CLUSTER PROPERTY
AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto.

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ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as "Residential Property" in accordance with Article III of the Declaration, to be used, transferred, demised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY

AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto

REC 0578 REC 2105

including the right of use of the Open Areas in the Townhomes of Oriole I Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the Lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of lot A and the Townhome Residence constructed thereon (as such lot designations and Residences are shown on the Graphic Description) is henceforth legally described as follows:

Townhome A of Cluster 9 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 9 recorded in Official Records Book _____, Page _____ of the Public Records of Broward County, Florida, and any amendments thereto.

b. Non-Severable Interests of Townhome Residence Owners

The ownership of a Lot, a Residence, the easement rights in Common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents (hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective interests

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or any of such interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV
COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, features or parts which are structural elements of the Cluster Property or of more than one Residence thereon (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".
2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".
3. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the lot lines between Residences. All of the foregoing are collectively referred to as "Siding".
4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

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5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot lines and all foundational and support structures hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Areas and Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner may in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(a) Responsibilities of Townhome Residence

Owners:

(1) Each Townhome Residence Owner shall maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the exterior appearance of his Townhome Residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or varnishing of any outside or exterior portion or surfaces of his townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known

to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding any Townhome Residence other than a Townhome Residence in the Cluster Building.

(h) Responsibilities of the Association:

(1) The Association shall maintain and repair

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the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.

(2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, impairs, or may impair the easement rights of other Townhome Residence Owners or maintenance obligations therein) the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.

(3) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents.

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of

the parties and Cluster Property as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements:

An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

2. Rights-of-way: An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. Easement for encroachment: An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Townhome Residence Owners or their designees.

4. Structural Cross Easements: Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of each of the Association, Townhome Residence Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhome Residences and Common Structural Elements within the Cluster Property.

5. Right of Association to Enter upon Cluster Property: An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Cluster Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhomes Documents including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Townhome Residence Owners.

6. An easement for ingress and egress in favor of Developer and its designees in conjunction with its development, marketing and sale of Townhome Residences.

7. Assignments: The easements reserved hereunder unto the Association may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Developer. The Townhome Residence Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Cluster Property or portions thereof in accordance with or to complement the provisions of the Declaration or this Cluster Declaration.

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

1. As provided in the Declaration and By-Laws, the Association by its Board, shall prepare a budget of the estimated Association Expenses, which include Recreation Area Expenses, Open Area Expenses and Residential Property Expenses including the "Cluster Expenses" as hereinafter described. The Recreation Area Expenses and Open Area Expenses shall be allocated and assessed amongst the appropriate "Contributing Townhomes" as provided in the Declaration. The Cluster Expenses shall be allocated and assessed against each Townhome Residence exclusively, with each Townhome Residence to be assessed a percentage share thereof as set forth in Exhibit D hereto, and which allocated sum shall be assessed as part of the "Annual Townhome Assessment" for such Townhome Residence as defined in the Declaration.

2. In the instance where Residential Property Expenses are allocated to this Cluster together with any other Residential Structure or Structures, such as any utilities for which a single meter governs more than one Residential Structure, the Board shall allocate a portion thereof to this Cluster, taking into consideration the number of Townhomes in each of the Residential Structures incurring such expenses in order to attempt to provide a uniform Annual Townhome Assessment, subject, however, to any expenses occasioned by or for a particular townhome or Residential structure which the board determines should be allocated specifically thereto.

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes

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Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

The following expenses are specifically declared to be Cluster Expenses which the Association is obligated to collect in the manner provided in this Cluster Declaration, and all of the Townhome Residence Owners are obligated to pay upon assessment. The specification of the following expenses shall in no way limit the meaning of Cluster Expenses or the type or amount of expenses which the Association may incur for which the Townhome Residences and owners thereof will be subject to assessment.

1. Taxes

In the event that any taxing authority having jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any such tax shall be included, if possible, in the estimated annual Association Expense Budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and

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the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

All charges levied for utilities providing services for the Cluster Property which are not metered to individual Townhome Residences, whether supplied by a private firm or public utility, including any and all such charges for water, gas, electricity, sewer, and any other type of utility or service charge.

3. Insurance

The premiums on any policy or policies of insurance required under Article IX hereof together with the costs of such other policies of insurance as the Board, with the consent of the Townhome Residence Owners at any meeting thereof, shall determine to be in the best interests of the Cluster Property.

4. Reconstruction of Buildings or Improvements

Any sums necessary to repair, replace, construct or reconstruct any and all buildings or improvements on the Cluster Property damaged by fire, windstorm or other casualty not covered in whole or in part by insurance.

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V s. 1. of the hereinafore in a manner consistent with the development of The

Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Cluster Declaration or in curing any default, violation, or failure to perform or abide by such covenants, restrictions, terms and conditions.

7. Operational Expenses

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Cluster Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of the Cluster Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Cluster Expenses hereunder.

8. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Cluster Property, or any part thereof, not herein specifically enumerated and which is determined to be an item of Cluster Expenses by the Association.

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers

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of collection and enforcement granted the Association and Developer under Article VI of the Declaration and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX
INSURANCE

Each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration) which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owners obtaining same. If, however, any Institutional Mortgagee having a lien upon the Cluster Property or any portion thereof, shall so require the Association shall purchase the following coverage:

A. Public Liability Insurance

Comprehensive policies of public liability insurance covering all of the Common Structural Elements. The insurance purchased shall contain (i) a "Severability of Interest Endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Townhome Residence Owner because of the negligent acts of the Association or other Townhome Residence Owners; (ii) not less than \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence; (iii) protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall be customarily covered with respect to improvements similar to the Building, in construction, location and use.

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value"

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thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land foundation, excavation, items of personal property and other items normally excluded from coverage. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Denotation Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. A named insured under such policies shall be the Association, as trustee for the Townhome Residence Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the declaration); and
2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and
3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the

Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named thereon, including Institutional Mortgagees holding mortgages within such Cluster Property or the "Servicers" (as defined in the Declaration); and

5. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Townhome Residence Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

6. All policies of insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (a) without the prior written approval of the Association and any Insurance Trustee or (b) when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party, or (c) any requirement of law.

7. All Institutional Mortgagees shall have the right to approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article IX.

D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for the entire Townhomes of Oriole or portions thereof, provided that the coverages required hereunder are fulfilled.

ARTICLE X

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complies with the covenants,

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restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Residence Owner or Owners, and any "Institutional Mortgage" (as defined in the Declaration) in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of such covenant or restriction or of the right of such party thereafter to enforce such covenant and restriction. The prevailing party in any such litigation shall be entitled to reasonable court costs and attorneys' fees at all trial and appellate levels.

C. Subordination

The Association and all Townhome Residence Owners covenant that their respective interests in the Recreation Area and Open Areas shall be subordinated to the lien and encumbrance of any existing mortgages, any replacements thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon the Recreation Area or Open Areas. The Association is hereby authorized on behalf of all Townhome Owners to execute any such instruments as Developer shall require to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation

society of developer and there shall be no obligation of the Association or any Townhome Residence Owner with respect to such payments.

D. Institutional Mortgagees

1. Lien Rights. In the event any bona fide Institutional Mortgagee holding a first mortgage on a Townhome Residence obtains title to such Townhome Residence as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Cluster Expenses or other Association Expenses or assessments by the Association charged to such Townhome Residence or chargeable to the former Townhome Residence Owner of such Townhome Residence which became due prior to the acquisition of title of such Townhome Residence as a result of such foreclosure or deed in lieu of foreclosure unless such assessments were secured by a claim of lien filed of record amongst the Public Records of Broward County, Florida prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. The unpaid assessments, if any, shall be collectable from all of the Townhome Residence Owners including the acquirer of title to the Townhome Residence, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Townhome Residence Owners.

2. Amendments. Notwithstanding any provision in this Cluster Declaration to the contrary, this Cluster Declaration cannot be amended in any manner which impairs or prejudices the rights or priorities of the Institutional Mortgagees without the prior written approval of such Institutional Mortgagees.

3. Notices. Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such mortgagee on a Townhome Residence, the Association shall timely deliver to such mortgagee the following:

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Townhome

REC 05/19 REC 282

Residence Owners of the self-management of such property:

(b) Written notice of any damage thereafter to a Townhome Residence, the cost of repair of which is estimated by the Association to be in excess of One Thousand (\$1,000.00) Dollars;

(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for distribution to the owners of Townhome Residences; and

(d) Written notice of any material amendment or the abandonment or termination of this Cluster Declaration in accordance with the terms hereof.

E. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

F. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants, restrictions, easements or terms and conditions of this Cluster Declaration or a reduction in the terms of the same by reason of the legal rule against

perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

II. Conflict

In the event of any conflict between the provisions of the Declaration and this Cluster Declaration the provisions of the Declaration shall prevail unless the Board, in its sole discretion determines that the resolution of the conflict shall not, in any event affect any property other than this Cluster Property, in which event the provisions of this Cluster Declaration shall prevail.

I. Amendment and Modification

The right to amend and modify this Cluster Declaration is hereby reserved unto Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed of record amongst the Public Records of Broward County, Florida, and further provided, however, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration. No amendment or modification which affects any rights or priorities of Institutional Mortgagees shall be effective unless approved in writing by such Institutional Mortgagee.

J. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhome Residences shall run with and bind the Cluster Property and inure to the benefit of Developer, the Association, Townhome Residence Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Townhome Residence Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration,

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upon which event this Cluster Declaration shall be terminated upon the recording of a instrument of termination signed by all such owners and Mortgagees. In the event this Cluster Declaration is terminated prior to the termination of the Declaration, the obligation to pay Association Expenses to the Association and the lien rights against the Townhome Residences as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Townhome Residence and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration the Townhome Residences shall remain obligated to repair, maintain and reconstruct the Townhome Residence and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article X.B herein.

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 9 of The Townhomes of Oriole I has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

ORIOLE HOMES CORP.



[Signature]
Janet L. Stein

By: R.D. Levy
R. D. Levy, President

Attest: [Signature]
A. Jones, Assistant Secretary (S.M.A.)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

[Signature]
Janet L. Stein

By: R.D. Levy
R. D. Levy, President

Attest: [Signature]
A. Jones, Secretary (S.M.A.)



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BOOKS 78

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Runge, the President and Assistant Secretary, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and state last aforesaid this 5th day of May 1976.

Mary Louise Hamilton
Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: 12-31-1976
VOID IF NOT CENTRAL INSTANCES UNDERWRITTEN

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Runge, the President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and state last aforesaid this 5th day of May 1976.

Mary Louise Hamilton
Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: 12-31-1976
VOID IF NOT CENTRAL INSTANCES UNDERWRITTEN

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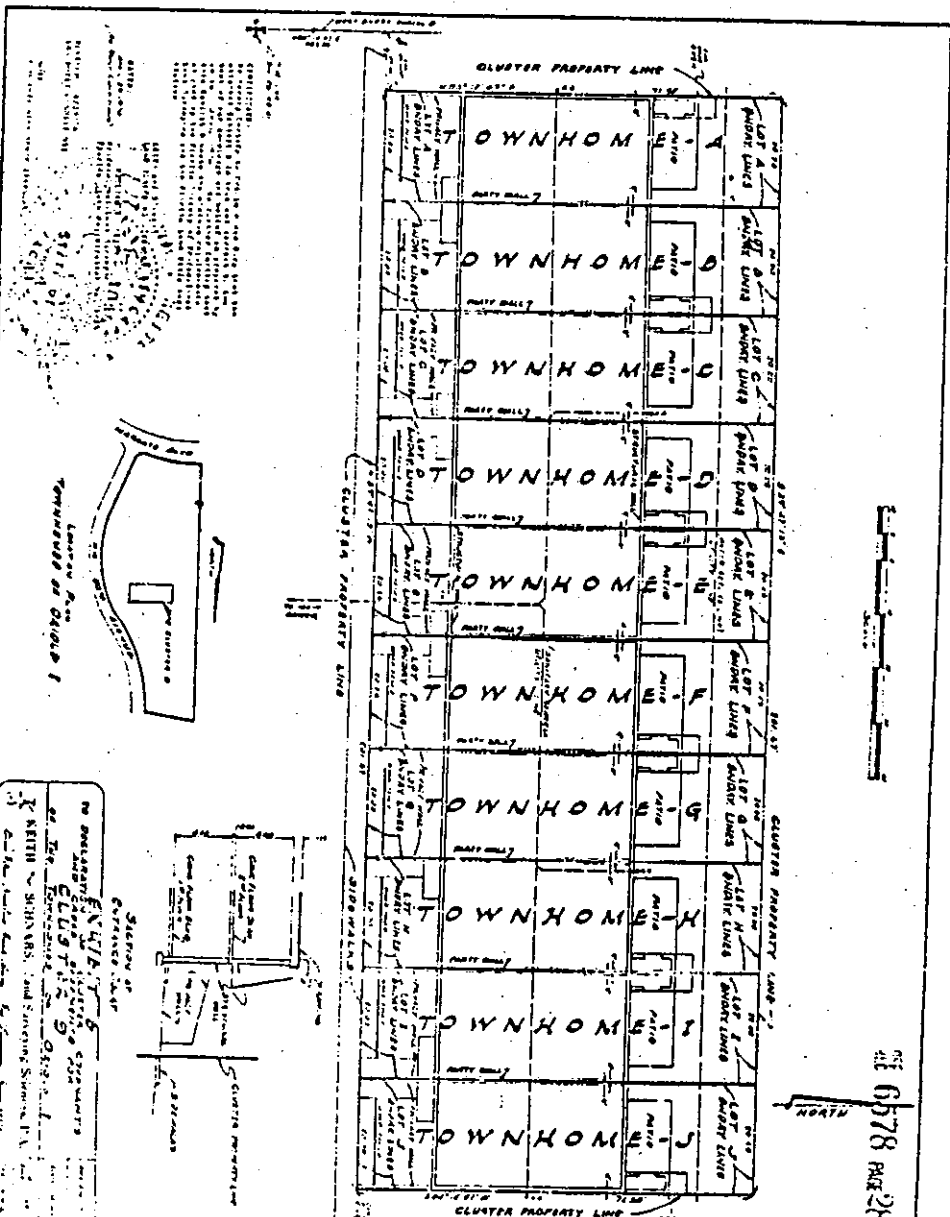
DESCRIPTION

THE TOWNHOMES OF ORIOLE I
RESIDENTIAL PROPERTY
CLUSTER 9

A portion of Parcel "B" of "ORIOLE GOLF AND TENNIS CLUB SECTION THREE", according to the Plat thereof as recorded in Plat Book 78, Page 22, of the Public Records of Broward County, Florida, described as follows:
COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence North 00° 12' 47" East, along the West boundary of said Parcel "B" 383.55 feet; thence South 89° 47' 15" East, 109.50 feet to the Point of Beginning; thence North 00° 12' 47" East, 71.50 feet; thence South 89° 47' 15" East, 201.67 feet; thence South 00° 12' 47" West, 71.50 feet; thence North 89° 47' 15" West, 201.67 feet to the Point of Beginning.

PREPARED BY
WILLIAM V. KEITH, PLS
MAY, 1975

EXHIBIT A



NOTICE
 THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY SECURITY. THE SECURITIES OFFICER HAS REVIEWED THE INFORMATION CONTAINED HEREIN AND HAS NOT PASSED UPON THE MERITS OF ANY SECURITY OFFERED HEREIN. THE INVESTOR SHOULD CONSULT WITH AN ATTORNEY, ACCOUNTANT, AND OTHER PROFESSIONAL ADVISORS BEFORE MAKING ANY INVESTMENT DECISIONS.
 THE INVESTOR SHOULD BE AWARE THAT THE SECURITIES OFFICER HAS REVIEWED THE INFORMATION CONTAINED HEREIN AND HAS NOT PASSED UPON THE MERITS OF ANY SECURITY OFFERED HEREIN.

ENCL. 1 & 2
 TO BE FORWARDED TO THE CLUSTER PROPERTY LINE
 BY THE DEVELOPER TO THE CLUSTER PROPERTY LINE
 BY THE DEVELOPER TO THE CLUSTER PROPERTY LINE
 BY THE DEVELOPER TO THE CLUSTER PROPERTY LINE

BOOK 678

EXHIBIT C
FORM OF
WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19____,
between ORIOLE HOMES CORP., a Florida corporation, hereinafter
referred to as "Grantor" and _____
whose post office address is _____
State of _____, hereinafter referred to as "Grantee".

WITNESSETH:

That the Grantor, for and in consideration of the sum of
TEN (\$10.00) DOLLARS and other good and valuable considerations
to it in hand paid by the Grantee, the receipt of which is here-
by acknowledged, has granted, bargained, and sold to the Grantee
and the Grantee's heirs and assigns forever, the following de-
scribed real property situated, lying and being in Broward
County, Florida, to-wit:

The real property described in Exhibit A attached hereto
and made a part hereof which is a Townhome also described
as follows: The Townhome known as Townhome _____ of
Cluster 9 of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 9, of The Townhomes of Oriole, recorded in
Official Records Book _____, Pages _____ through _____ of
the Public Records of Broward County, Florida, and
Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor
hereby expressly assumes and agrees to be bound by and to comply
with all of the covenants, terms, conditions and provisions set
forth and contained in the aforescribed Declaration of Cluster
Covenants and in the Declaration of Covenants, Restrictions and
Easements for the Townhomes of Oriole recorded in Official Records,
Book 6381, Page 623 of the Public Records of Broward County,
Florida as described in such documents. The aforementioned Decla-
ration of Cluster Covenants and the Declaration of Covenants,
Restrictions and Easements provide for certain land use covenants
upon the "Residential Property", "Recreation Area" and "Open
Areas" as these land areas are described therein and provide
that a portion of the taxes, insurance and other maintenance
and monetary obligations referred to therein shall be an
Association Expense assessed against the Townhome, as its
"Individual Townhome Assessment". Grantee expressly
acknowledges and assumes the obligation to pay its "Indivi-
dual Townhome Assessment" and all other Association Expenses
or special assessments applicable to the Cluster Property in
which the Townhome is located and/or assessed against the
Townhome.

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This conveyance is made subject to the following:

1. Real Estate taxes for the year 19__ and subsequent years;
2. Applicable zoning regulations and ordinances;
3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole and in Supplements or Amendments thereto;
4. All covenants, conditions, restrictions, and easements of record, if any, which may now affect the aforescribed property;
5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 9 of The Townhomes of Oriole and any amendments thereto;
6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement or improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, Sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

By: _____

Attest: _____

(SEAL)

Accepted Grantee:

(SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____ the _____ and _____ respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1976.

Notary Public

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1976.

Notary Public

My Commission Expires:

EXHIBIT D
CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 9 shall be allocated a 10% share of the Cluster Expenses assessed against Cluster 9.

77-179064

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 18
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 18 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 18 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 19th day of April, 1977 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 18 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 18") and has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 623 of the Public Records of Broward County, Florida, and the Declaration Supplement for the Townhomes of Oriole II (the "Supplement") recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration and Supplement call for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration and Supplement); and

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 18 Building", referred to herein for brevity as the "Cluster Building") is now

THIS INSTRUMENT PREPARED BY
RETURN TO

MARK F. GRANT, ESQUIRE
MORRIS, ARNOLD, MCGOUGH, COLLESTER & COMPANY
P.O. BOX 1770
FORT LAUDERDALE, FLORIDA 33328

NOTARIAL PUBLIC, BROWARD COUNTY, FLORIDA

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"Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 18 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the benefits and burdens hereinafter set forth, the Developer hereby declares that the Cluster Property shall be owned, held, transferred, sold, conveyed, devised, and occupied subject to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens as set forth in the Declaration and Supplement and herein.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Cluster Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "The Townhomes of Oriole" means the multi-phased residential community planned for development upon the Townhomes of Oriole Land as described in the Declaration and includes the Townhomes of Oriole I" and the "Townhomes of Oriole II" and all improvements now or hereafter located thereon, (as those terms are hereinafter defined).

2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan ("The Townhomes I Plan") has been established by Developer and set forth in the Declaration. The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is declared in the Declaration to be "Resi-

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REC 7159 PAGE 2

28

REC 7159 PAGE 2

lot on the Cluster Property and includes any and all improvements situate thereon.

10. "Townhome Owner" means the owner of a Townhome.

11. "Townhome Residence Owner" means the owner of a Townhome Residence. "Townhome Residence Owners" means the owners of all Townhome Residences in the Cluster Property.

12. "Residence" means the residential unit located upon a Lot within the Cluster Property.

13. "Lot" means the real property within the Cluster Property upon which a Residence is located and as shown on the "Graphic Description" hereinafter described.

14. "Board" means the Board of Directors of the Association.

15. "Townhomes Documents" means in the aggregate the Declaration, the Supplement, the Articles, the By-Laws, this and other Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-Laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in the Official Records Book 6381, Page 623, of the Public Records of Broward County, Florida, and any amendment or modifications thereto.

19. "Supplement" means the Declaration Supplement for the Townhomes of Oriole II recorded in Official Records Book 6575, Page 771, of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

20. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and of the Supplement and includes the following:

REC-7159 PAGE 4

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas located on Townhomes of Oriole II Land or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement, or this Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration or Supplement and includes "Cluster Expenses" under this Cluster Declaration.

21. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

ONE
PAGE 7159 PAGE 5

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration and Supplement as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration and of the Supplement.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as "Residential Property" in accordance with Article III of the Declaration and the Supplement, to be used, transferred, devised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration and Supplement, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY
AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto

REC 7159 PAGE 6

including the right of use of the Open Areas in the Townhomes of Oriole II Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and Supplement and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a Lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the Lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of Lot A and the Townhome Residence constructed thereon (as such Lot designations and Residences are shown on the Graphic Description) is henceforth legally described as follows:

Townhome A of Cluster 18 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 18 of the Townhomes of Oriole II recorded in Official Record Book _____ Page _____ of the Public Records of Broward County, Florida, and any amendments thereto.

3. Non-Severable Interests of Townhome Residence Owners

The ownership of a Lot, a Residence, the easement rights in Common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents (hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, devise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective interests

REC 7159 PAGE 7

or any of such interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV
COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, features or parts which are structural elements of the Cluster Property or of more than one Residence thereon (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".

3. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the lot lines between Residences. All of the foregoing are collectively referred to as "Siding".

4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one

REC-7159 PAGE 3

Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot lines and all foundational and support structures (hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Area and Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and Supplement and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner may in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(a) Responsibilities of Townhome Residence Owners:

(1) Each Townhome Residence Owner shall

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maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the exterior appearance of his Townhome Residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or varnishing of any outside or exterior portion or surfaces of his Townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding a Townhome Residence other than a Townhome Residence in the Cluster Building.

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.

(2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, repairs,

OFF 7159 PAGE 11

or may impair the easement rights of other Townhome Residence Owners or maintenance obligations therein) the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.

(3) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents.

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of the parties and Cluster Property as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements:

An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

REC 7159 PAGE 12

2. **Rights-of-Way:** An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. **Easement for Encroachment:** An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Townhome Residence Owners or their designees.

4. **Structural Cross Easements:** Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of each of the Association, Townhome Residence Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhome Residences and Common Structural Elements within the Cluster Property.

5. **Right of Association to Enter upon Cluster Property:** An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Cluster Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhomes Documents including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Townhome Residence Owners.

REC-7159 PAGE 13

6. An easement for ingress and egress in favor of Developer and its designees in conjunction with its development, marketing and sale of Townhome Residences.

7. Assignments: The easements reserved hereunder unto the Association may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Developer. The Townhome Residence Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Cluster Property or portions thereof in accordance with or to complement the provisions of the Declaration or this Cluster Declaration.

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

1. As provided in the Declaration, Supplement and By-Laws, the Association by its Board, shall prepare a budget of the estimated Association Expenses, which include Recreation Area Expenses, Open Area Expenses and Residential Property Expenses including the "Cluster Expenses" as hereinafter described. The Recreation Area Expenses and Open Area Expenses shall be allocated and assessed amongst the appropriate "Contributing Townhomes" as provided in the Declaration and Supplement. The Cluster Expenses shall be allocated and assessed against each Townhome Residence exclusively, with each Townhome Residence to be assessed a percentage share thereof as set forth in Exhibit D hereto, and which allocated sum shall be assessed as part of the "Annual Townhome Assessment" for such Townhome Residence as defined in the Declaration.

DEC 7 1989 PAGE 14

2. In the instance where a Residential Property Expense of the Residential Structure subject to this Cluster Declaration arises in connection with a Residential Structure or Structures located in any other Cluster, such as any utilities for which a single meter governs more than one Residential Structure, the Board shall allocate a portion thereof to this Cluster, taking into consideration the number of Townhomes in each of the Residential Structures incurring such expenses in order to attempt to provide a uniform Annual Townhome Assessment, subject, however, to any expenses occasioned by or for a particular Townhome or Residential Structure which the Board determines should be allocated specifically thereto.

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

The following expenses are specifically declared to be Cluster Expenses which the Association is obligated to collect in the manner provided in this Cluster Declaration, and all of the Townhome Residence Owners are obligated to pay upon assessment. The specification of the following expenses shall in no way limit the meaning of Cluster Expenses or the type or amount of expenses which the Association may incur for which the Townhome Residences and owners thereof will be subject to assessment.

1. Taxes

In the event that any taxing authority having

jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any such tax shall be included, if possible, in the estimated annual Association Expense budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

All charges levied for utilities providing services for the Cluster Property which are not metered to individual Townhome Residences, whether supplied by a private firm or public utility, including any and all such charges for water, gas, electricity, sewer, and any other type of utility or service charge.

3. Insurance

The premiums on any policy or policies of insurance required under Article IX hereof together with the costs of such other policies of insurance as the Board, with the consent of the Townhome Residence Owners at any meeting

thereof, shall determine to be in the best interests of the Cluster Property.

4. Reconstruction of Buildings or Improvements

Any sums necessary to repair, replace, construct or reconstruct any and all buildings or improvements on the Cluster Property damaged by fire, windstorm or other casualty not covered in whole or in part by insurance.

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V B. 1. (b) hereinabove in a manner consistent with the development of The Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Cluster Declaration or in curing any default, violation, or failure to perform or abide by such covenants, restrictions, terms and conditions.

7. Operational Expenses

The cost of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Cluster Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of the Cluster Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Cluster Expenses hereunder.

OFF 7159 PAGE 17

8. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Cluster Property, or any part thereof, not herein specifically enumerated and which is determined to be an item of Cluster Expenses by the Association.

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and of the Supplement and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

Each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration), which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owners obtaining same. If, however, any Institutional Mortgagee having a lien upon the Cluster Property or any portion thereof, shall require the Association shall purchase the following coverage:

A. Public Liability Insurance

Comprehensive policies of public liability insurance covering all of the Common Structural Elements. The insurance purchased shall contain (1) a "Severability of Interest Endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Townhome Residence Owner because of the negligent acts of the Association or other

REC-7159 PAGE 18

Townhome Residence Owners; (ii) not less than \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence; (iii) protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall be customarily covered with respect to improvements similar to the Building in construction, location and use.

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land; foundation, excavation, items of personal property and other items normally excluded from coverage. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Deterioration Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. A named insured under such policies shall be the Association, as trustee for the Townhome Residence

REC-7159 page 13

REC-7159 page 13

Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named thereon, including Institutional Mortgagees holding mortgages within such Cluster Property or the "Servicers" (as defined in the Declaration); and

5. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Townhome Residence Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

6. All policies of insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (a) without the prior written approval of the Association and any Insurance Trustee or (b) when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party, or (c) any requirement of law.

7. All Institutional Mortgagees shall have the right to approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article IX.

REF: 7159 PAGE 20

D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for the entire Townhomes of Opole or portions thereof, provided that the coverages required hereunder are fulfilled.

ARTICLE X

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complies with the covenants, restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Residence Owner or Owners, and any "Institutional Mortgagee" (as defined in the Declaration) in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of such covenant or restriction or of the right of such party thereafter to enforce such covenant and restriction. The prevailing party in any such litigation shall be entitled to reasonable court costs and attorneys' fees at all trial and appellate levels.

C. Subordination

The Association and all Townhome Residence Owners covenant that their respective interests in the Recreation Area and Open Areas shall be subordinated to the lien and encumbrance of any existing mortgages, any replacements thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon the Recreation Area or Open Areas. The Association is hereby authorized on behalf of all Townhome Owners to execute any such instruments as Developer shall require to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation solely of Developer and there shall be no obligation of the Association or any Townhome Residence Owner with respect to such payments.

D. Institutional Mortgagees

1. Lien Rights In the event any bona fide Institutional Mortgagee holding a first mortgage on a Townhome Residence obtains title to such Townhome Residence as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Cluster Expenses and other Association Expenses or assessments by the Association or other Association Expenses or assessments by the Association charged to such Townhome Residence or chargeable to the former Townhome Residence Owner of such Townhome Residence which became due prior to the acquisition of title of such Townhome Residence as a result of such foreclosure or deed in lieu of foreclosure unless such assessments were secured by a claim of lien filed of record amongst the Public Records of Broward County, Florida prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. The unpaid assessments, if any, shall be collectable from all of the Townhome Residence Owners including

REC-7159 Page 22

the acquirer of title to the Townhome Residence, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Townhome Residence Owners.

2. Amendments Notwithstanding any provision in this Cluster Declaration to the contrary, this Cluster Declaration cannot be amended in any manner which impairs or prejudices the rights or priorities of the Institutional Mortgagees without the prior written approval of such Institutional Mortgagees.

3. Notices Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such mortgagee on a Townhome Residence, the Association shall timely deliver to such mortgagee the following:

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Townhome Residence Owners of the self-management of such property;

(b) Written notice of any damage thereafter to a Townhome Residence, the cost of repair of which is estimated by the Association to be in excess of One Thousand (\$1,000.00) Dollars;

(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for distribution to the owners of Townhome Residences; and

(d) Written notice of any material amendment or the abandonment or termination of this Cluster Declaration in accordance with the terms hereof.

E. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

REC-7159 PAGE 23

F. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants, restrictions, easements or terms and conditions of this Cluster Declaration or a reduction in the terms of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

H. Conflict

In the event of any conflict between the provisions of the Declaration or Supplement and this Cluster Declaration the provisions of the Declaration or Supplement shall prevail unless the Board, in its sole discretion determines that the resolution of the conflict shall not, in any event affect any property other than this Cluster Property, in which event the provisions of this Cluster Declaration shall prevail.

I. Amendment and Modification

The right to amend and modify this Cluster Declaration is hereby reserved unto Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed

of record amongst the Public Records of Broward County, Florida, and further provided, however, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration. No amendment or modification which affects any rights or priorities of Institutional Mortgagees shall be effective unless approved in writing by such Institutional Mortgagees.

J. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhome Residences shall run with and bind the Cluster Property and inure to the benefit of Developer, the Association, Townhome Residence Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Townhome Residence Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration, upon which event this Cluster Declaration shall be terminated upon the recording of a instrument of termination signed by all such owners and Mortgagees. In the event this Cluster Declaration is terminated prior to the termination of the Declaration, the obligation to pay Association Expenses to the Association and the lien rights against the Townhome Residences as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Townhome Residence and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration the Townhome Residences shall remain obligated to repair, maintain and reconstruct the Townhome Residence and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article X.B herein.

REF 7159 PAGE 25

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 18 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

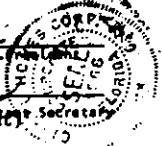
Mary Ann Gray
Carol E. Glass

Mary Ann Gray
Carol E. Glass

ORIOLE HOMES CORP.

By: R.D. Long

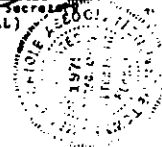
Attest: [Signature]
Secretary



THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: R.D. Long President

Attest: [Signature]
Secretary



REC 7159 PAGE 26

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting A. D. LEVY and A. NUZZI, the President and Assistant Secretary respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of April, 1976.



A. D. Levy
Notary Public

My Commission Expires:

Notary Public, State of Florida, as long as My Commission Expires March 31, 1976. Bonded by American Fidelity & Guaranty Co.

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting A. D. LEVY and A. NUZZI, the President and Secretary respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of April, 1976.



A. D. Levy
Notary Public

My Commission Expires:

Notary Public, State of Florida, as long as My Commission Expires March 31, 1976. Bonded by American Fidelity & Guaranty Co.

REC-7159 PAGE 27

DESCRIPTION

THE TOWNSHIPS OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 18

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 11, of the Public Records of Broward County, Florida, described as follows:

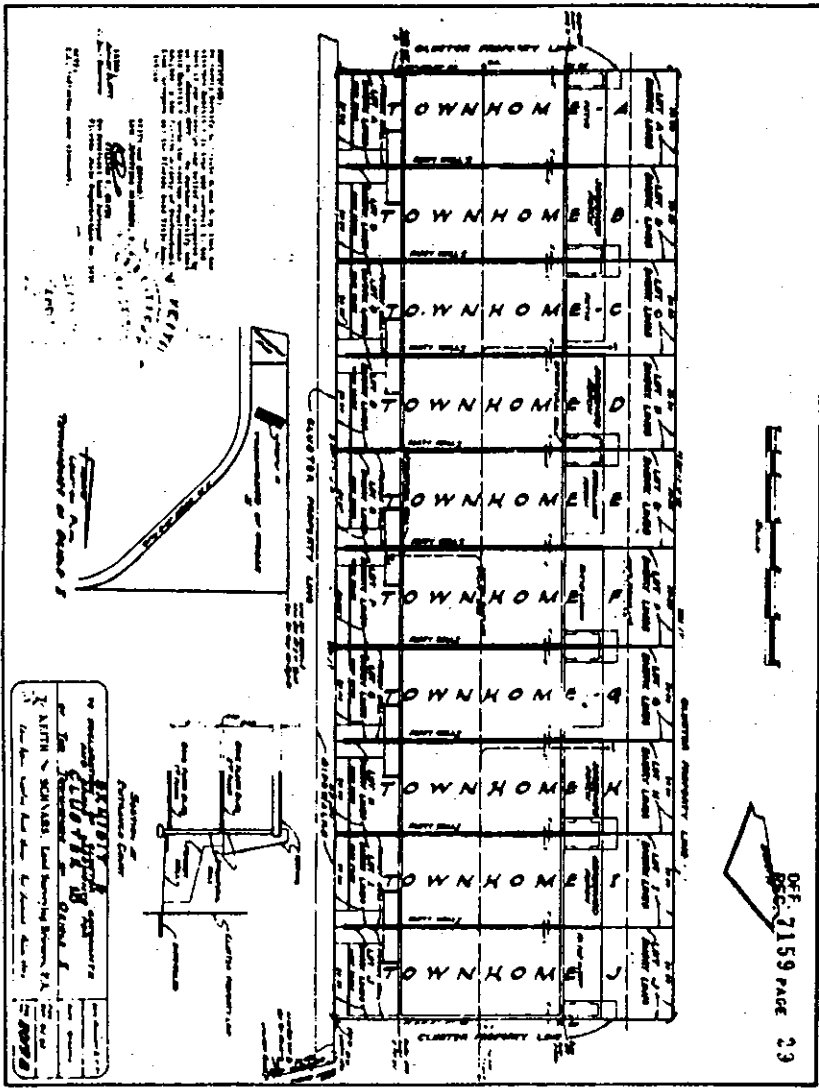
COMMENCE at the Northwest corner of said Parcel 1 (said corner also being the Northwest corner of the Southwest One Quarter (SW 1/4) of Section 16, Township 48 South, Range 41 East); thence South 00° 12' 47" West, along the West boundary of said Parcel 1, a distance of 939.32 feet; thence South 80° 17' 13" East, 37.31 feet to the Point of Beginning; thence continue South 80° 17' 13" East, 201.17 feet; thence South 09° 42' 47" West, 71.50 feet; thence North 80° 17' 13" West, 201.17 feet; thence North 09° 42' 47" East, 71.50 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

Prepared By:
Thomas F. Schnars, PLS
Dated: April, 1976.

KEITH ~ SCHNARS Land Surveying Sciences, P.A.

EXHIBIT A

OFF. REC. 7159 PAGE 23



TOWNHOME A
 TOWNHOME B
 TOWNHOME C
 TOWNHOME D
 TOWNHOME E
 TOWNHOME F
 TOWNHOME G
 TOWNHOME H
 TOWNHOME I
 TOWNHOME J

PROPERTY
 OF
 KATHY N. SCHWARTZ, Land Surveying Services, P.A.
 12/2007

EXHIBIT C
FORM OF

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19____,
between ORIOLE HOMES CORP., a Florida corporation, hereinafter
referred to as "Grantor" and _____

whose post office address is _____
State of _____, hereinafter referred to as "Grantee".

WITNESSETH:

That the Grantor, for and in consideration of the sum of
TEN (\$10.00) DOLLARS and other good and valuable considerations
to it in hand paid by the Grantee, the receipt of which is hereby
acknowledged, has granted, bargained, and sold to the Grantee
and the Grantee's heirs and assigns forever, the following de-
scribed real property situated, lying and being in Broward
County, Florida, to-wit:

The real property described in Exhibit A attached hereto
and made a part hereof which is a Townhome also described
as follows: The Townhome known as Townhome _____ of
Cluster 18 of the townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 18, of The Townhomes of Oriole II, recorded in
Official Records Book _____, Pages _____ through _____ of
the Public Records of Broward County, Florida, and
Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor
hereby expressly assumes and agrees to be bound by and to comply
with all of the covenants, terms, conditions and provisions set
forth and contained in the aforescribed Declaration of Cluster
Covenants and in the Declaration of Covenant Restrictions and
Easements for The Townhomes of Oriole recorded in Official Records,
Book 6381, Page 623 of the Public Records of Broward County,
Florida as described in such documents. The aforesaid Decla-
ration of Cluster Covenants and the Declaration of Covenants,
Restrictions and Easements provide for certain land use covenants
upon the "Residential Property", "Recreation Area" and "Open
Areas" as these land areas are described therein and provide
that a portion of the taxes, insurance and other maintenance
and monetary obligations referred to therein shall be an
Association Expense assessed against the Townhome, as its
"Individual Townhome Assessment". Grantee expressly
acknowledges and assumes the obligation to pay its "Indivi-
dual Townhome Assessment" and all other Association Expenses
or special assessments applicable to the Cluster Property in
which the Townhome is located and/or assessed against the
Townhome.

OFF 7159 PAGE 30

OFF 7159 PAGE 30

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19__ and subsequent years;
2. Applicable zoning regulations and ordinances;
3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, and the Declaration Supplement for The Townhomes of Oriole II, and any supplements thereto and amendments thereof;
4. All covenants, conditions, restrictions, and easements of record, if any, which may now affect the aforescribed property;
5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 18 of The Townhomes of Oriole and any amendments thereof;
6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement of improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, Sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

By: _____

Attent: _____

(SEAL)

Accepted Grantee:

(SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, the _____ and _____ respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1977.

Notary Public

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1977.

Notary Public

My Commission Expires:

ONE
REC. 7159 PAGE 32

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 18 shall be allocated a 10% share of the Cluster Expenses assessed against Cluster 18.

RECEIVED
CLUSTER 18
MAY 15 2018

REC 7159 PAGE 33

78-235977 DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 30
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 30 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 30 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 7th day of September, 1978 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 30 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 30") and has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 623, the Declaration Supplement for the Townhomes of Oriole II (the "Supplement") recorded in Official Records Book 6675, Page 771 and The Townhomes of Oriole II Open Area and Residential Property Supplements (the "Additional Supplements") recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789, (as amended by an Amendment recorded in Official Records Book 7456, Page 174), and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration, Supplement and Additional Supplements call for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration and Supplement);

and

**PREPARED BY
RETURN TO**

DR. MARK F. GRANT
RUBEN, BARNETT, McCLOSKEY & SCHUSTER
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 30 Building", referred to herein for brevity as the "Cluster Building") is now "Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 30 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the benefits and burdens hereinafter set forth, the Developer hereby declares that the Cluster Property shall be owned, held, transferred, sold, conveyed, demised, and occupied subject to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens as set forth in the Declaration and Supplement and herein.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Cluster Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "The Townhomes of Oriole" means the multi-phased residential community planned for development upon the Townhomes of Oriole Land as described in the Declaration and includes the "Townhomes of Oriole I" and the "Townhomes of Oriole II" and all improvements now or hereafter located thereon, (as those terms are hereinafter defined).

2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan ("The Townhomes I Plan") has been established by Developer

and set forth in the Declaration. The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is declared in the Declaration to be "Residential Property", "Open Areas" and the "Recreation Area", as those terms are hereinafter defined.

3. "The Townhomes of Oriole II" means the second and final multi-phased portion of The Townhomes of Oriole for which a land use plan ("the Townhomes II Plan") has been established by Developer and set forth in the Supplement. The Townhomes of Oriole II includes the land and improvements within the Townhomes of Oriole II Land which is declared in the Supplement to be "Residential Property" and "Open Areas" as those terms are hereinafter defined.

4. "Residential Property" means the Cluster Property.

5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

6. "Open Areas" means the real property particularly described in the legal description thereof attached to the Supplement as Exhibit C, including the "Roadways", "Parking Areas", "Sidewalks" and "Open Areas" as shown on the Townhomes II Plan.

7. "Recreation Area" means the real property and improvements located thereon as shown on the Townhomes I Plan and described in Exhibit D to the Declaration which are set aside for use by Townhome Owners as provided in the Declaration.

8. "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached Townhomes in a

Cluster Building, detached homes, a single or multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

9. "Townhome Residence" means a Townhome on a particular Lot on the Cluster Property and includes any and all improvements situate thereon.

10. "Townhome Owner" means the owner of a Townhome.

11. "Townhome Residence Owner" means the owner of a Townhome Residence. "Townhome Residence Owners" means the owners of all Townhome Residences in the Cluster Property.

12. "Residence" means the residential unit located upon a Lot within the Cluster Property.

13. "Lot" means the real property within the Cluster Property upon which a Residence is located and as shown on the "Graphic Description" hereinafter described.

14. "Board" means the Board of Directors of the Association.

15. "Townhomes Documents" means in the aggregate the Declaration, the Supplement, the Additional Supplements, the Articles, the By-Laws, this and other Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-Laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records Book 6381, Page 623, of the Public Records of Broward County, Florida, and any amendments or modifications thereto.

19. "Supplement" means the Declaration Supplement for the

Townhomes of Oriole II recorded in Official Records Book 6675, Page 771, of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

20. "Additional Supplements" means The Townhomes of Oriole II Open Area and Residential Property Supplements recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789 (as amended by an Amendment recorded in Official Records Book 7456, Page 174) and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

21. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and of the Supplement and includes the following:

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas located on Townhomes of Oriole II Land or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement, or this Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration or Supplement and includes "Cluster Expenses" under

this Cluster Declaration.

22. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association, or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration, the Supplement and the Additional Supplements as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration and of the Supplement.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as

"Residential Property" in accordance with Article III of the Declaration and the Supplement and Paragraph 2 of the Additional Supplements, to be used, transferred, demised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration and Supplement, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto including the right of use of the Open Areas in the Townhomes of Oriole II Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and Supplement and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a Lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the Lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of Lot A and the Townhome Residence constructed thereon (as such Lot designations and Residences are shown on the

Graphic Description) is henceforth legally described as follows:

Townhome A of Cluster 30 of the Townhomes of Ordale according to this Declaration of Cluster Covenants and Cross Easements for Cluster 30 recorded in Official Records Book _____, Page _____ of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

The ownership of a Lot, a Residence, the easement rights in Common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents (hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective Interests or any of such Interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, features or parts which are structural elements of the Cluster Property or of more than one Residence thereon (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without

limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".

3. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the Lot lines between Residences. All of the foregoing are collectively referred to as "Siding".

4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot lines and all foundational and support structures (hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Areas and

Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and Supplement and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner may in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(A) Responsibilities of Townhome Residence

Owners:

(1) Each Townhome Residence Owner shall maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the external appearance of his Townhome Residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or

varnishing of any outside or exterior portion or surfaces of his Townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection

of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding any Townhome Residence other than a Townhome Residence in the Cluster Building.

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.

(2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, impairs, or may impair the easement rights of other Townhome Residence Owners or maintenance obligations therein) the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.

(3) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents.

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of the parties and Cluster Property as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements: An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

2. Rights-of-Way: An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. Easement for Encroachment: An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a

result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Townhome Residence Owners or their designees.

4. Structural Cross Easements: Cross easements of support and use upon, across, under, through and into the Common Structural Elements in favor of each of the Association, Townhome Residence Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhome Residences and Common Structural Elements within the Cluster Property.

5. Right of Association to Enter upon Cluster Property: An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Cluster Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhomes Documents including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Townhome Residence Owners.

6. An easement for ingress and egress in favor of Developer and its designees in conjunction with its development, marketing and sale of Townhome Residences.

7. Assignments: The easements reserved hereunder unto the Association may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or

any other designee of Developer. The Townhome Residence Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Cluster Property or portions thereof in accordance with or to complement the provisions of the Declaration or this Cluster Declaration.

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

1. As provided in the Declaration, Supplement and By-Laws, the Association by its Board, shall prepare a budget of the estimated Association Expenses, which include Recreation Area Expenses, Open Area Expenses and Residential Property Expenses including the "Cluster Expenses" as hereinafter described. The Recreation Area Expenses and Open Area Expenses shall be allocated and assessed amongst the appropriate "Contributing Townhomes" as provided in the Declaration and Supplement. The Cluster Expenses shall be allocated and assessed against each Townhome Residence exclusively, with each Townhome Residence to be assessed a percentage share thereof as set forth in Exhibit D hereto, and which allocated sum shall be assessed as part of the "Annual Townhome Assessment" for such Townhome Residence as defined in the Declaration.

2. In the instance where a Residential Property Expense of the Residential Structure subject to this Cluster Declaration arises in connection with a Residential Structure or Structures located in any other Cluster, such as any utilities for which a single meter governs more than one Residential Structure, the Board shall allocate a portion thereof to this Cluster, tak-

REC 7762 PAGE 878

ing into consideration the number of Townhomes in each of the Residential Structures incurring such expenses in order to attempt to provide a uniform Annual Townhome Assessment, subject, however, to any expenses occasioned by or for a particular Townhome or Residential Structure which the Board determines should be allocated specifically thereto.

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhome Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

The following expenses are specifically declared to be Cluster Expenses which the Association is obligated to collect in the manner provided in this Cluster Declaration, and all of the Townhome Residence Owners are obligated to pay upon assessment. The specification of the following expenses shall in no way limit the meaning of Cluster Expenses or the type or amount of expenses which the Association may incur for which the Townhome Residences and owners thereof will be subject to assessment.

1. Taxes

In the event that any taxing authority having jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any

such tax shall be included, if possible, in the estimated annual Association Expense budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

All charges levied for utilities providing services for the Cluster Property which are not metered to individual Townhome Residences, whether supplied by a private firm or public utility, including any and all such charges for water, gas, electricity, sewer, and any other type of utility or service charge.

3. Insurance

The premiums on any policy or policies of insurance required under Article IX hereof together with the costs of such other policies of insurance as the Board, with the consent of the Townhome Residence Owners at any meeting thereof, shall determine to be in the best interests of the Cluster Property.

4. Reconstruction of Buildings or Improvements

Any sums necessary to repair, replace, construct or reconstruct any and all buildings or improvements on the Cluster Property damaged by fire, windstorm or other casualty not

covered in whole or in part by insurance.

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V.B.1 (b) hereinabove in a manner consistent with the development of The Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Cluster Declaration or in curing any default, violation, or failure to perform or abide by such covenants, restrictions, terms and conditions.

7. Operational Expenses

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Cluster Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of the Cluster Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Cluster Expenses hereunder.

8. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Cluster Property, or any part thereof, not

herein specifically enumerated and which is determined to be an item of Cluster Expenses by the Association.

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and of the Supplement and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

Each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration) which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owners obtaining same. If, however, any Institutional Mortgagee having a lien upon the Cluster Property or any portion thereof, shall so require the Association shall purchase the following coverage:

A. Public Liability Insurance

Comprehensive policies of public liability insurance covering all of the Common Structural Elements. The insurance purchased shall contain (i) a "Severability of Interest Endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Townhome Residence Owner because of the negligent acts of the Association or other Townhome Residence Owners; (ii) not less than \$1,000,000.00 covering all claims for

personal injury and/or property damage arising out of a single occurrence; (iii) protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall be customarily covered with respect to improvements similar to the Building in construction, location and use.

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Denotation Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. A named insured under such policies shall be the

Association, as trustee for the Townhome Residence Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named thereon, including Institutional Mortgagees holding mortgages within such Cluster Property or the "Servicers" (as defined in the Declaration); and

5. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Townhome Residence Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

6. All policies of insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (a) without the prior written approval of the Association and any Insurance Trustee or (b) when in conflict with the provisions of any Insurance Trust

Agreement to which the Association may be a party, or (c) any requirement of law.

7. All Institutional Mortgagees shall have the right to approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article IX.

D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for the entire Townhomes of Oriole or portions thereof, provided that the coverages required hereunder are fulfilled.

ARTICLE X

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complies with the covenants, restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Residence Owner or Owners, and any "Institutional Mortgagee" (as defined in the Declaration) in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver

REC 7762 REC 885

of such covenant or restriction or of the right of such party thereafter to enforce such covenant and restriction. The prevailing party in any such litigation shall be entitled to reasonable court costs and attorneys' fees at all trial and appellate levels.

C. Subordination

The Association and all Townhome Residence Owners covenant that their respective interests in the Recreation Area and Open Areas shall be subordinated to the lien and encumbrance of any existing mortgages, any replacements thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon the Recreation Area or Open Areas. The Association is hereby authorized on behalf of all Townhome Owners to execute any such instruments as Developer shall require to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation solely of Developer and there shall be no obligation of the Association or any Townhome Residence Owner with respect to such payments.

D. Institutional Mortgagees

1. Lien Rights: In the event any bona fide Institutional Mortgagee holding a first mortgage on a Townhome Residence obtains title to such Townhome Residence as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Cluster Expenses or other Association Expenses or assessments by the Association charged to such Townhome Residence or chargeable to the former Townhome Residence Owner of such Townhome Residence which became due prior to the acquisition of title of such

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Townhome Residence as a result of such foreclosure or deed in lieu of foreclosure unless such assessments were secured by a claim of lien filed of record amongst the Public Records of Broward County, Florida prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. The unpaid assessments, if any, shall be collectable from all of the Townhome Residence Owners including the acquiror of title to the Townhome Residence, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Townhome Residence Owners.

2. Amendments: Notwithstanding any provision in this Cluster Declaration to the contrary, this Cluster Declaration cannot be amended in any manner which impairs or prejudices the rights or priorities of the Institutional Mortgagees without the prior written approval of such Institutional Mortgagees.

3. Notices: Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such mortgagee on a Townhome Residence, the Association shall timely deliver to such mortgagee the following:

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Townhome Residence Owners of the self-management of such property;

(b) Written notice of any damage thereafter to a Townhome Residence, the cost of repair of which is estimated by the Association to be in excess of One Thousand (\$1,000.00) Dollars;

(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for

distribution to the owners of Townhome Residences; and

(d) Written notice of any material amendment or the abandonment or termination of this Cluster Declaration in accordance with the terms hereof.

E. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

F. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants, restrictions, easements or terms and conditions of this Cluster Declaration or a reduction in the terms of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

H. Conflict

In the event of any conflict between the provisions of the Declaration or Supplement and this Cluster Declaration the

provisions of the Declaration or Supplement shall prevail unless the Board, in its sole discretion determines that the resolution of the conflict shall not, in any event affect any property other than this Cluster Property, in which event the provisions of this Cluster Declaration shall prevail.

I. Amendment and Modification

The right to amend and modify this Cluster Declaration is hereby reserved unto Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed of record amongst the Public Records of Broward County, Florida, and further provided, however, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration. No amendment or modification which affects any rights or priorities of Institutional Mortgagees shall be effective unless approved in writing by such Institutional Mortgagee.

J. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhome Residences shall run with and bind the Cluster Property and inure to the benefit of Developer, the Association, Townhome Residence Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Townhome Residence Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration, upon which event this Cluster Declaration shall be terminated upon the recording of an instrument of termination signed by all such owners and Mortgagees. In the event this Cluster Declaration

is terminated prior to the termination of the Declaration, the obligation to pay Association Expenses to the Association and the lien rights against the Townhome Residences as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Townhome Residence and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration the Townhome Residences shall remain obligated to repair, maintain and reconstruct the Townhome Residence and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article X.B herein.

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 30 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

Ruth Callahan
Karen Dunkelstein

ORIOLE HOMES CORP.

By: R.D. Lewis

Attest: [Signature]

(SEAL)

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.


By: R.D. Lewis

Attest: [Signature]

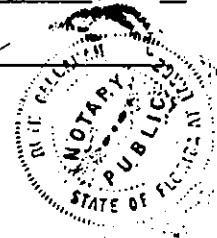
STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Nunez, the President and Assistant Secretary, respectively, of ORIOLE HOMES CORP. to be known to be the persons who signed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 7 day of September, 1978.


Notary Public

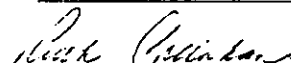
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 30 1979
BONDED THRU GENERAL INS. UNDERWRITERS.



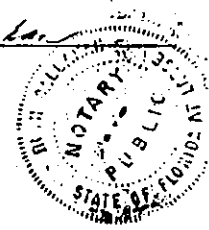
STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Nunez, the President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., to be known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 7 day of September, 1978.


Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 30 1979
BONDED THRU GENERAL INS. UNDERWRITERS.



REC 7762 MAR 5 1978

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 30

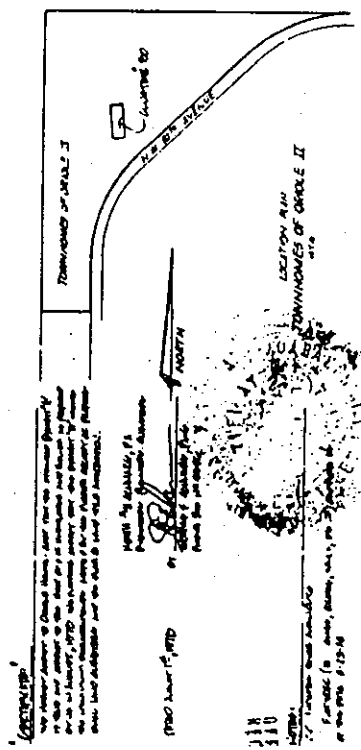
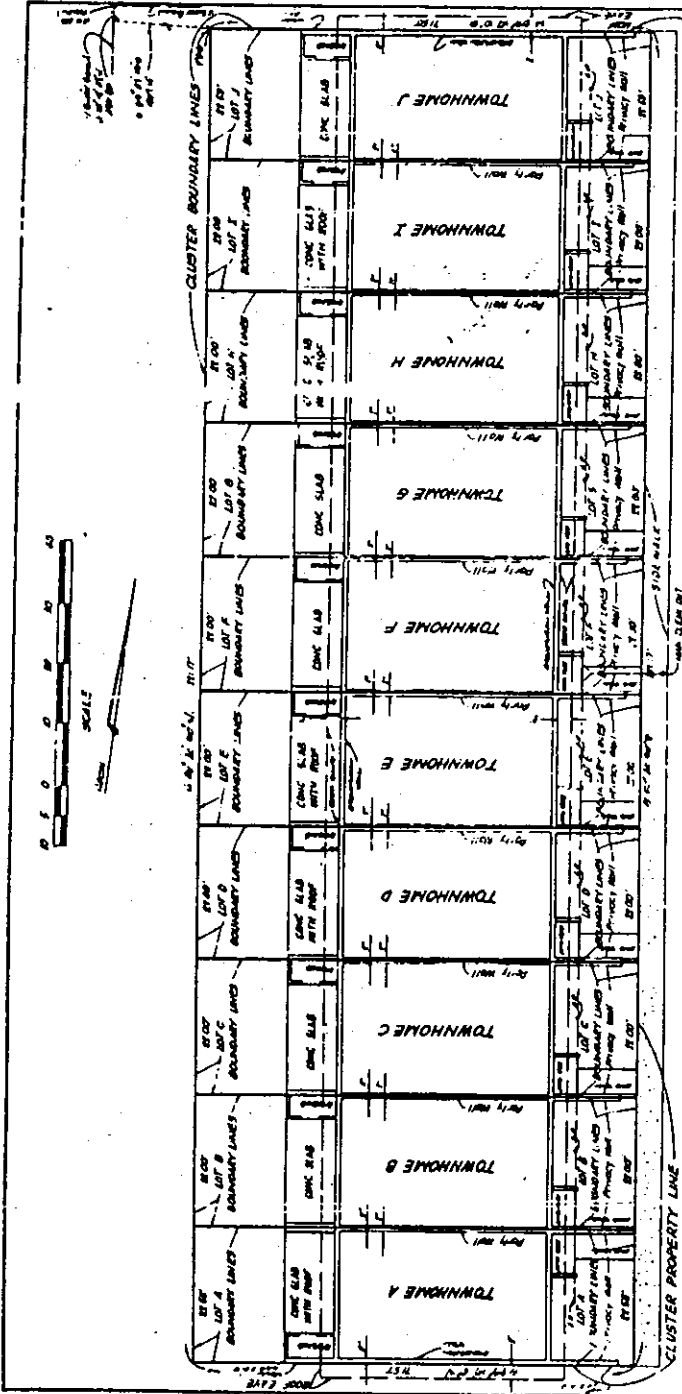
A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the Northwest corner of said Parcel 1; thence South $00^{\circ} 12' 47''$ West, along the West line of said Parcel 1, a distance of 426.80 feet; thence South $89^{\circ} 47' 13''$ East, 267.14 feet to the POINT OF BEGINNING; thence North $63^{\circ} 19' 10''$ East, 71.50 feet; thence South $06^{\circ} 40' 50''$ East, 221.17 feet; thence South $83^{\circ} 19' 10''$ West, 71.50 feet; thence North $06^{\circ} 40' 50''$ West, 221.17 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

PREPARED BY:
Thomas F. Schnars, PLS
DATED: August 15, 1977

KEITH / SCHNARS, P.A. Engineers • Planners • Surveyors

EXHIBIT A



NO. 100	NO. 101	NO. 102	NO. 103	NO. 104	NO. 105	NO. 106	NO. 107	NO. 108	NO. 109	NO. 110
100	101	102	103	104	105	106	107	108	109	110
100	101	102	103	104	105	106	107	108	109	110
100	101	102	103	104	105	106	107	108	109	110
100	101	102	103	104	105	106	107	108	109	110
100	101	102	103	104	105	106	107	108	109	110
100	101	102	103	104	105	106	107	108	109	110
100	101	102	103	104	105	106	107	108	109	110
100	101	102	103	104	105	106	107	108	109	110
100	101	102	103	104	105	106	107	108	109	110
100	101	102	103	104	105	106	107	108	109	110
100	101	102	103	104	105	106	107	108	109	110

868 7762 REC 893

EXHIBIT C
FORM OF
WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19____,
between ORIOLE HOMES CORP., a Florida corporation, hereinafter
referred to as "Grantor" and _____
_____ whose post office address is _____
State of _____, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of
TEN (\$10.00) DOLLARS and other good and valuable considerations
to it in hand paid by the Grantee, the receipt of which is here-
by acknowledged, has granted, bargained, and sold to the Grantee
and the Grantee's heirs and assigns forever, the following de-
scribed real property situated, lying and being in Broward
County, Florida, to-wit:

The real property described in Exhibit A attached hereto
and made a part hereof which is a Townhome also described
as follows: The Townhome known as Townhome _____ of
Cluster 30 of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 30, of The Townhomes of Oriole II, recorded in
Official Records Book _____, Page _____ of the Public Records
of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor
hereby expressly assumes and agrees to be bound by and to comply
with all of the covenants, terms, conditions and provisions set
forth and contained in the aforescribed Declaration of Cluster
Covenants; in the Declaration of Covenants, Restrictions and
Easements for The Townhomes of Oriole recorded in Official Records,
Book 6381, Page 623 of the Public Records of Broward County,
Florida; and in the Declaration Supplement for The Townhomes of
Oriole II recorded in Official Records Book 6675, Page 771
of the Public Records of Broward County, Florida. The aforemen-
tioned Declaration of Cluster Covenants, Declaration of Covenants,
Restrictions and Easements, and Declaration Supplement provide
for certain land use covenants upon the "Residential Property",
"Recreation Area" and "Open Area" as these land areas are de-
scribed therein and provide that a portion of the taxes, insur-
ance and other maintenance and monetary obligations referred to
therein shall be an Association Expense assessed against the
Townhome, as its "Individual Townhome Assessment." Grantee ex-
pressly acknowledges and assumes the obligation to pay its "In-
dividual Townhome Assessment" and all other Association Expense
or special assessments applicable to the Cluster Property in
which the Townhome is located and/or assessed against the
Townhome.

RE 7152 MUE 611A

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19__ and subsequent years;
2. Applicable zoning regulations and ordinances;
3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, and the Declaration Supplement for The Townhomes of Oriole II, and any supplements thereto and amendments thereof;
4. All covenants, conditions, restrictions and easements of record, if any, which may now affect the aforescribed property;
5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 30 of The Townhomes of Oriole II and any amendments thereof;
6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement of improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

By: _____

Attest: _____

(SEAL)

Accepted Grantee:

(SEAL)

STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, the _____ and _____, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1978.

Notary Public

My Commission Expires:

STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1978.

Notary Public

My Commission Expires:

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 30 shall be allocated a
10.00% share of the Cluster Expenses assessed against Cluster
30.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

REC 7762 REC 897

78-346301

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 35
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 35 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 35 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 28th day of December, 1978, by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 35 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 35") and has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 623, the Declaration Supplement for the Townhomes of Oriole II (the "Supplement") recorded in Official Records Book 6675, Page 771 and The Townhomes of Oriole II Open Area and Residential Property Supplements (the "Additional Supplements") recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789, (as amended by an Amendment recorded in Official Records Book 7456, Page 174), and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration, Supplement and Additional Supplements call for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration and Supplement); and

PREPARED BY
RETURN TO

MARK F. GRANT
RUDEN, BARNETT, McCLOSKEY & SCHUSTER
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

*Plot Plan Recorded in
Condo Bk 10 Page 39*

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 35 Building", referred to herein for brevity as the "Cluster Building") is now "Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 35 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the benefits and burdens hereinafter set forth, the Developer hereby declares that the Cluster Property shall be owned, held, transferred, sold, conveyed, demised, and occupied subject to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens as set forth in the Declaration and Supplement and herein.

ARTICLE I
DEFINITIONS

The following words and phrases when used in this Cluster Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "The Townhomes of Oriole" means the multi-phased residential community planned for development upon the Townhomes of Oriole Land as described in the Declaration and includes the "Townhomes of Oriole I" and the "Townhomes of Oriole II" and all improvements now or hereafter located thereon, (as those terms are hereinafter defined).
2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan ("The Townhomes I Plan") has been established by Developer

and set forth in the Declaration. The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is declared in the Declaration to be "Residential Property", "Open Areas" and the "Recreation Area", as those terms are hereinafter defined.

3. "The Townhomes of Oriole II" means the second and final multi-phased portion of The Townhomes of Oriole for which a land use plan (the Townhomes II Plan") has been established by Developer and set forth in the Supplement. The Townhomes of Oriole II includes the land and improvements within the Townhomes of Oriole II Land which is declared in the Supplement to be "Residential Property" and "Open Areas" as those terms are hereinafter defined.

4. "Residential Property" means the Cluster Property.

5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

6. "Open Areas" means the real property particularly described in the legal description thereof attached to the Supplement as Exhibit C, including the "Roadways", "Parking Areas", "Sidewalks" and "Open Areas" as shown on the Townhomes II Plan.

7. "Recreation Area" means the real property and improvements located thereon as shown on the Townhomes I Plan and described in Exhibit D to the Declaration which are set aside for use by Townhome Owners as provided in the Declaration.

8. "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached Townhomes in a

Cluster Building, detached homes, a single or multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

9. "Townhome Residence" means a Townhome on a particular Lot on the Cluster Property and includes any and all improvements situate thereon.

10. "Townhome Owner" means the owner of a Townhome.

11. "Townhome Residence Owner" means the owner of a Townhome Residence. "Townhome Residence Owners" means the owners of all Townhome Residences in the Cluster Property.

12. "Residence" means the residential unit located upon a Lot within the Cluster Property.

13. "Lot" means the real property within the Cluster Property upon which a Residence is located and as shown on the "Graphic Description" hereinafter described.

14. "Board" means the Board of Directors of the Association.

15. "Townhomes Documents" means in the aggregate the Declaration, the Supplement, the Additional Supplements, the Articles, the By-Laws, this and other Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-Laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records Book 6381, Page 623, of the Public Records of Broward County, Florida, and any amendments or modifications thereto.

19. "Supplement" means the Declaration Supplement for the

Townhomes of Oriole II recorded in Official Records Book 6675, Page 771, of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

20. "Additional Supplements" means The Townhomes of Oriole II Open Area and Residential Property Supplements recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789 (as amended by an Amendment recorded in Official Records Book 7452, Page 1, 4) and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

21. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and of the Supplement and includes the following:

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas located on Townhomes of Oriole II Land or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement, or this Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration or Supplement and includes "Cluster Expenses" under

this Cluster Declaration.

22. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration, the Supplement and the Additional Supplements as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration and of the Supplement.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as

"Residential Property" in accordance with Article III of the Declaration and the Supplement and Paragraph 2 of the Additional Supplements, to be used, transferred, devised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration and Supplement, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto including the right of use of the Open Areas in the Townhomes of Oriole II Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and Supplement and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a Lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the Lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of Lot A and the Townhome Residence constructed thereon (as such Lot designations and Residences are shown on the

Graphic Description) is henceforth legally described as follows:

Townhome A of Cluster 35 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 35 recorded in Official Records Book _____, Page _____ of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

The ownership of a Lot, a Residence, the easement in Common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents (hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective Interests or any of such Interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, features or parts which are structural elements of the Cluster Property or of more than one Residence thereon (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without

limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".

3. Siding: Any and all siding, finish, trim, exterior sheathing and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the Lot lines between Residences. All of the foregoing are collectively referred to as "Siding".

4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot lines and all foundational and support structures (hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Areas and

Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and Supplement and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner shall in any way manage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(a) Responsibilities of Townhome Residence

Owners:

(1) Each Townhome Residence Owner shall maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the exterior appearance of his Townhome Residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or

varnishing of any outside or exterior portion or surfaces of his Townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection

of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding any Townhome Residence other than a Townhome Residence in the Cluster Building.

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.

(2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, impairs, or may impair the easement rights of other Townhome Residence Owners or maintenance obligations therein) the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.

(3) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents.

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of the parties and Cluster Property as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements: An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

2. Rights-of-Way: An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. Easement for Encroachment: An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a

result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Townhome Residence Owners or their designees.

4. Structural Cross Easements: Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of each of the Association, Townhome Residence Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhome Residences and Common Structural Elements within the Cluster Property.

5. Right of Association to Enter upon Cluster Property: An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Cluster Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhomes Documents including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Townhome Residence Owners.

6. An easement for ingress and egress in favor of Developer and its designees in conjunction with its development, marketing and sale of Townhome Residences.

7. Assignments: The easements reserved hereunder unto the Association may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or

any other designee of Developer. The Townhome Residence Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Cluster Property or portions thereof in accordance with or to complement the provisions of the Declaration or this Cluster Declaration.

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

1. As provided in the Declaration, Supplement and By-Laws, the Association by its Board, shall prepare a budget of the estimated Association Expenses, which include Recreation Area Expenses, Open Area Expenses and Residential Property Expenses including the "Cluster Expenses" as hereinafter described. The Recreation Area Expenses and Open Area Expenses shall be allocated and assessed amongst the appropriate "Contributing Townhomes" as provided in the Declaration and Supplement. The Cluster Expenses shall be allocated and assessed against each Townhome Residence exclusively, with each Townhome Residence to be assessed a percentage share thereof as set forth in Exhibit D hereto, and which allocated sum shall be assessed as part of the "Annual Townhome Assessment" for such Townhome Residence as defined in the Declaration.

2. In the instance where a Residential Property Expense of the Residential Structure subject to this Cluster Declaration arises in connection with a Residential Structure or Structures located in any other Cluster, such as any utilities for which a single meter governs more than one Residential Structure, the Board shall allocate a portion thereof to this Cluster, tak-

ing into consideration the number of Townhomes in each of the Residential Structures incurring such expenses in order to attempt to provide a uniform Annual Townhome Assessment, subject, however, to any expenses occasioned by or for a particular Townhome or Residential Structure which the Board determines should be allocated specifically thereto.

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

The following expenses are specifically declared to be Cluster Expenses which the Association is obligated to collect in the manner provided in this Cluster Declaration, and all of the Townhome Residence Owners are obligated to pay upon assessment. The specification of the following expenses shall in no way limit the meaning of Cluster Expenses or the type or amount of expenses which the Association may incur for which the Townhome Residences and owners thereof will be subject to assessment.

1. Taxes

In the event that any taxing authority having jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any

such tax shall be included, if possible, in the estimated annual Association Expense budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

All charges levied for utilities providing services for the Cluster Property which are not metered to individual Townhome Residences, whether supplied by a private firm or public utility, including any and all such charges for water, gas, electricity, sewer, and any other type of utility or service charge.

3. Insurance

The premiums on any policy or policies of insurance required under Article IX hereof together with the costs of such other policies of insurance as the Board, with the consent of the Townhome Residence Owners at any meeting thereof, shall determine to be in the best interests of the Cluster Property.

4. Reconstruction of Buildings or Improvements

Any sums necessary to repair, replace, construct or reconstruct any and all buildings or improvements on the Cluster Property damaged by fire, windstorm or other casualty not

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covered in whole or in part by insurance.

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V.B.1 (b) hereinabove in a manner consistent with the development of The Townhomes of Oriole in accordance with the covenants and restrictions contained hereon and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Cluster Declaration or in curing any default, violation, or failure to perform or abide by such covenants, restrictions, terms and conditions.

7. Operational Expenses

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Cluster Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of the Cluster Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Cluster Expenses hereunder.

8. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Cluster Property, or any part thereof, not

herein specifically enumerated and which is determined to be an item of Cluster Expenses by the Association.

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and of the Supplement and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

Each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration) which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owners obtaining same. If, however, any Institutional Mortgagee having a lien upon the Cluster Property or any portion thereof, shall so require the Association shall purchase the following coverage:

A. Public Liability Insurance.

Comprehensive policies of public liability insurance covering all of the Common Structural Elements. The insurance purchased shall contain (i) a "Severability of Interest Endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Townhome Residence Owner because of the negligent acts of the Association or other Townhome Residence Owners; (ii) not less than \$1,000,000.00 covering all claims for

personal injury and/or property damage arising out of a single occurrence; (iii) protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall be customarily covered with respect to improvements similar to the Building in construction, location and use.

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Denotation Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. A named insured under such policies shall be the

Association, as trustee for the Townhome Residence Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be precluded by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named thereon, including Institutional Mortgagees holding mortgages within such Cluster Property or the "Servicers" (as defined in the Declaration); and

5. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Townhome Residence Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

6. All policies of insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (a) without the prior written approval of the Association and any Insurance Trustee or (b) when in conflict with the provisions of any Insurance Trust

Agreement to which the Association may be a party, or (c) any requirement of law.

7. All Institutional Mortgagees shall have the right to approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article IX.

D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for the entire Townhomes of Oriole or portions thereof, provided that the coverages required hereunder are fulfilled.

ARTICLE X

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complies with the covenants, restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Residence Owner or Owners, and any "Institutional Mortgagee" (as defined in the Declaration) in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver

of such covenant or restriction or of the right of such party thereafter to enforce such covenant and restriction. The prevailing party in any such litigation shall be entitled to reasonable court costs and attorneys' fees at all trial and appellate levels.

C. Subordination

The Association and all Townhome Residence Owners covenant that their respective interests in the Recreation Area and Open Areas shall be subordinated to the lien and encumbrance of any existing mortgages, any replacements thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon the Recreation Area or Open Areas. The Association is hereby authorized on behalf of all Townhome Owners to execute any such instruments as Developer shall require to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation solely of Developer and there shall be no obligation of the Association or any Townhome Residence Owner with respect to such payments.

D. Institutional Mortgagees

1. Lien Rights: In the event any bona fide Institutional Mortgagee holding a first mortgage on a Townhome Residence obtains title to such Townhome Residence as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Cluster Expenses or other Association Expenses or assessments by the Association charged to such Townhome Residence or chargeable to the former Townhome Residence Owner of such Townhome Residence which became due prior to the acquisition of title of such

Townhome Residence as a result of such foreclosure or deed in lieu of foreclosure unless such assessments were secured by a claim of lien filed of record amongst the Public Records of Broward County, Florida prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. The unpaid assessments, if any, shall be collectable from all of the Townhome Residence Owners including the acquirer of title to the Townhome Residence, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Townhome Residence Owners.

2. Amendments: Notwithstanding any provision in this Cluster Declaration to the contrary, this Cluster Declaration cannot be amended in any manner which impairs or prejudices the rights or priorities of the Institutional Mortgagees without the prior written approval of such Institutional Mortgagees.

3. Notices: Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such mortgagee on a Townhome Residence, the Association shall timely deliver to such mortgagee the following:

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Townhome Residence Owners of the self-management of such property;

(b) Written notice of any damage thereafter to a Townhome Residence, the cost of repair of which is estimated by the Association to be in excess of One Thousand (\$1,000.00) Dollars;

(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for

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distribution to the owners of Townhome Residences; and

(d) Written notice of any material amendment or the abandonment or termination of this Cluster Declaration in accordance with the terms hereof.

E. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

F. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants, restrictions, easements or terms and conditions of this Cluster Declaration or a reduction in the terms of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

H. Conflict

In the event of any conflict between the provisions of the Declaration or Supplement and this Cluster Declaration the

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provisions of the Declaration or Supplement shall prevail unless the Board, in its sole discretion determines that the resolution of the conflict shall not, in any event affect any property other than this Cluster Property, in which event the provisions of this Cluster Declaration shall prevail.

I. Amendment and Modification

The right to amend and modify this Cluster Declaration is hereby reserved to Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed of record amongst the Public Records of Broward County, Florida, and further provided, however, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration. No amendment or modification which affects any rights or priorities of Institutional Mortgagees shall be effective unless approved in writing by such Institutional Mortgagee.

J. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhome Residences shall run with and bind the Cluster Property and inure to the benefit of Developer, the Association, Townhome Residence Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Townhome Residence Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration, upon which event this Cluster Declaration shall be terminated upon the recording of an instrument of termination signed by all such owners and Mortgagees. In the event this Cluster Declaration

is terminated prior to the termination of the Declaration, the obligation to pay Association Expenses to the Association and the lien rights against the Townhome Residences as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Townhome Residence and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration the Townhome Residences shall remain obligated to repair, maintain and reconstruct the Townhome Residence and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article X.B herein.

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 35 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

Rudman Sutch
Delores M. McNamee

Rudman Sutch
Delores M. McNamee

ORIOLE HOMES CORP.

By: *R. D. Levy*
R. D. Levy, President

Attest: *A. Nunez*
A. Nunez, Assistant Secretary
(SEAL)

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

By: *R. D. Levy*
R. D. Levy, President

Attest: *A. Nunez*
A. Nunez, Secretary
(SEAL)

REC-7958 PAGE 103

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 35

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the Northwest corner of said Parcel 1; thence South 88° 18' 46" East, along the North line of said Parcel 1, a distance of 511.00 feet; thence South 01° 41' 14" West, 158.50 feet to the POINT OF BEGINNING; thence South 88° 18' 46" East, 221.17 feet; thence South 01° 41' 14" West, 71.50 feet; thence North 88° 18' 46" West, 221.17 feet; thence North 01° 41' 14" East, 71.50 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

PREPARED BY:
Thomas F. Schnars, PLS
DATED: February 21, 1978

KEITH & SCHNARS, P.A. Engineers - Planners - Surveyors

ME 7958 REG 105

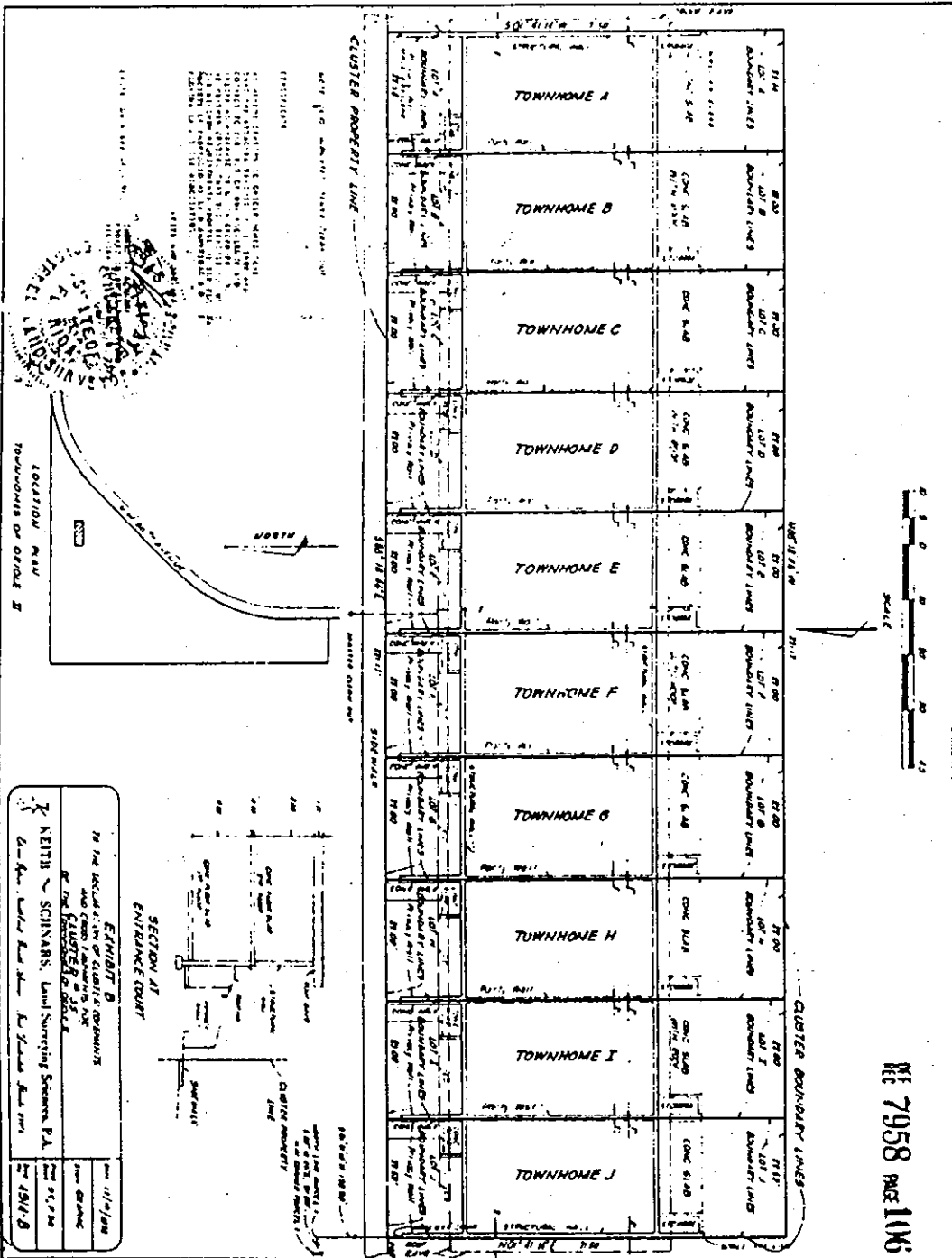


EXHIBIT B
 TO THE DECLARATION OF CLUSTER FORMANTS
 AND CLUSTER B-1
 OF THE RECORD TO BE FILED
 IN THE OFFICE OF THE REGISTERED DEEDS
 AND CLERK OF THE COUNTY OF DADE, FLORIDA
 IN CONNECTION WITH THE RECORDING OF THE
 DECLARATION OF CLUSTER FORMANTS AND
 CLUSTER B-1 OF THE RECORD TO BE FILED
 IN THE OFFICE OF THE REGISTERED DEEDS
 AND CLERK OF THE COUNTY OF DADE, FLORIDA
 ON 08/24/08

LOCATION MAP
 TOWNHOMES OF GROVE 2

EXHIBIT B
 TO THE DECLARATION OF CLUSTER FORMANTS
 AND CLUSTER B-1
 OF THE RECORD TO BE FILED
 IN THE OFFICE OF THE REGISTERED DEEDS
 AND CLERK OF THE COUNTY OF DADE, FLORIDA
 IN CONNECTION WITH THE RECORDING OF THE
 DECLARATION OF CLUSTER FORMANTS AND
 CLUSTER B-1 OF THE RECORD TO BE FILED
 IN THE OFFICE OF THE REGISTERED DEEDS
 AND CLERK OF THE COUNTY OF DADE, FLORIDA
 ON 08/24/08

EXHIBIT C

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19____,
between ORIOLE HOMES CORP., a Florida corporation, hereinafter
referred to as "Grantor" and _____
_____ whose post office address is _____
_____ State of _____, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof which is a Townhome also described as follows: The Townhome known as Townhome _____ of Cluster 35 of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster 35, of The Townhomes of Oriole II, recorded in Official Records Book _____, Page _____ of the Public Records of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforescribed Declaration of Cluster Covenants; in the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records, Book 6381, Page 623 of the Public Records of Broward County, Florida; and in the Declaration Supplement for The Townhomes of Oriole II recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida. The aforementioned Declaration of Cluster Covenants, Declaration of Covenants, Restrictions and Easements, and Declaration Supplement provide for certain land use covenants upon the "Residential Property", "Recreation Area" and "Open Areas" as these land areas are described therein and provide that a portion of the taxes, insurance and other maintenance and monetary obligations referred to therein shall be an Association Expense assessed against the Townhome, as its "Individual Townhome Assessment." Grantee expressly acknowledges and assumes the obligation to pay its "Individual Townhome Assessment" and all other Association Expenses or special assessments applicable to the Cluster Property in which the Townhome is located and/or assessed against the Townhome.

ME 7958 ME 1117

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19__ and subsequent years;
2. Applicable zoning regulations and ordinances;
3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, and the Declaration Supplement for The Townhomes of Oriole II, and any supplements thereto and amendments thereof;
4. All covenants, conditions, restrictions and easements of record, if any, which may now affect the aforescribed property;
5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 35 of The Townhomes of Oriole II and any amendments thereof;
6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement of improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

By: _____

Attest: _____

(SEAL)

Accepted Grantee:

(SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, the _____ and _____ respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1978.

Notary Public

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1978.

Notary Public

My Commission Expires:

EXHIBIT D.
CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 35 shall be allocated a 10.00% share of the Cluster Expenses assessed against Cluster 35.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
COUNTY ADMINISTRATOR

ME 7958 PAGE 110

78-346302

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 37
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 37 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 37 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 28th day of December, 1978 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 37 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 37") and has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 623, the Declaration Supplement for the Townhomes of Oriole II (the "Supplement") recorded in Official Records Book 6675, Page 771 and The Townhomes of Oriole II Open Area and Residential Property Supplements (the "Additional Supplements") recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789, (as amended by an Amendment recorded in Official Records Book 7456, Page 174), and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration, Supplement and Additional Supplements call for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration and Supplement);

and

PREPARED BY
RETURN TO

MARK F. GRANT
RUDEN, BARNETT, McCLOSKEY & SCHUSTER
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

*Plot Plan Recorded in
Comds 13610 P 1-39*

78-346302-11

163

RWO 1976-7-730
Page 2

Oriole Golf and Tennis Club Section 3, Parcel "B", as recorded
in Plat Book 78, Page 22, of the Public Records, Broward County,
Florida.

This land lying and being in Section 26, Township 48 South, Range
41 East.

PLEASE RETURN TO
A F CROWLEY
P. O. BOX 747-1141 COJ
ST. LAUD MARI, FLA. 32210

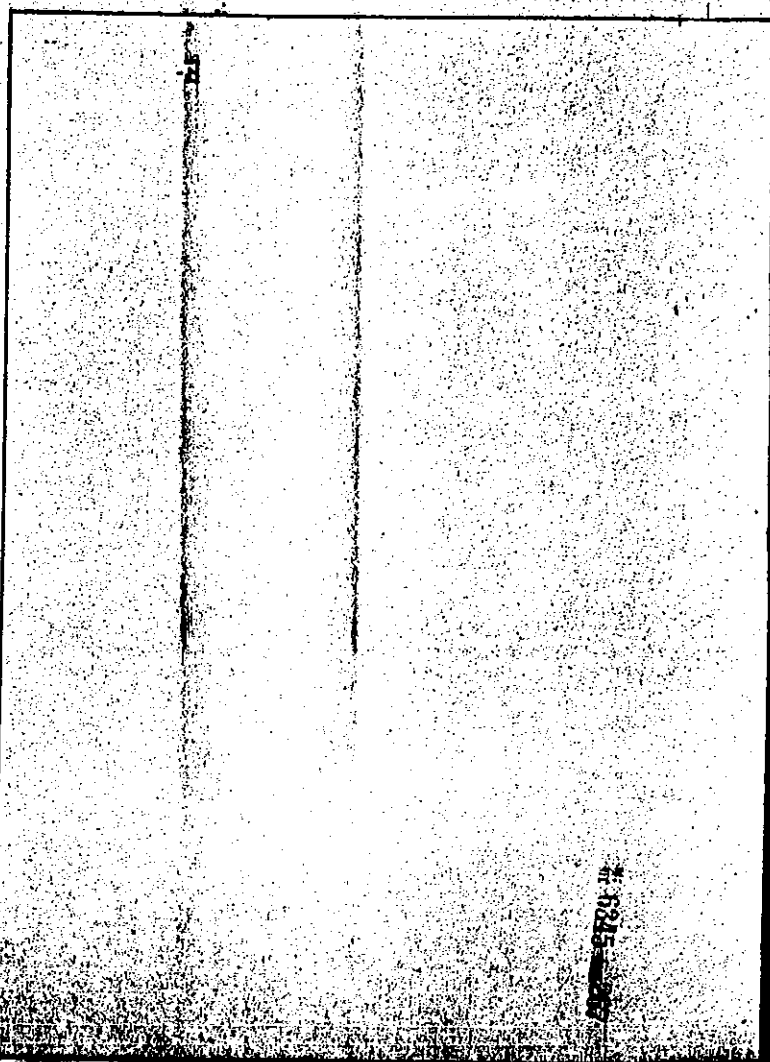
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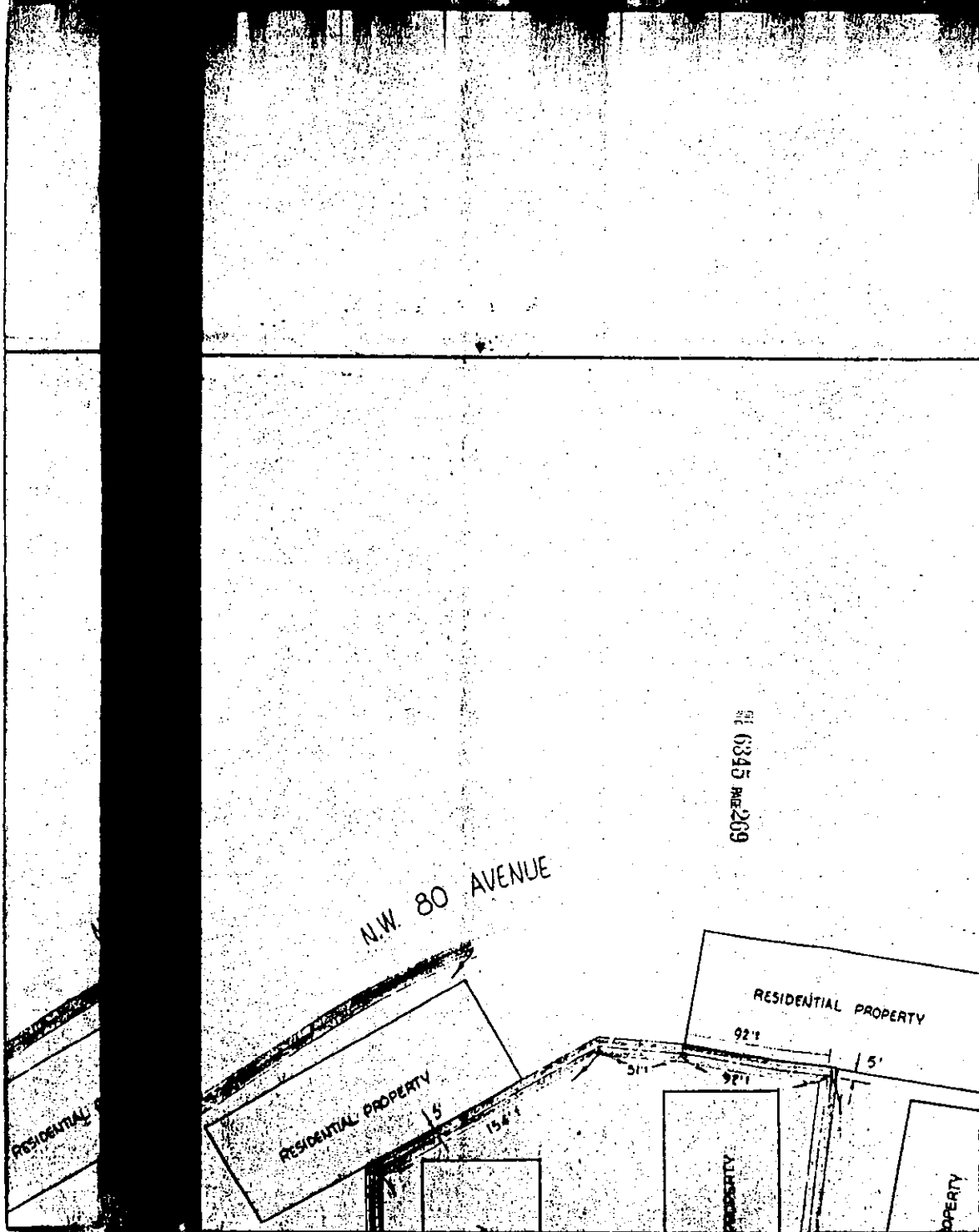
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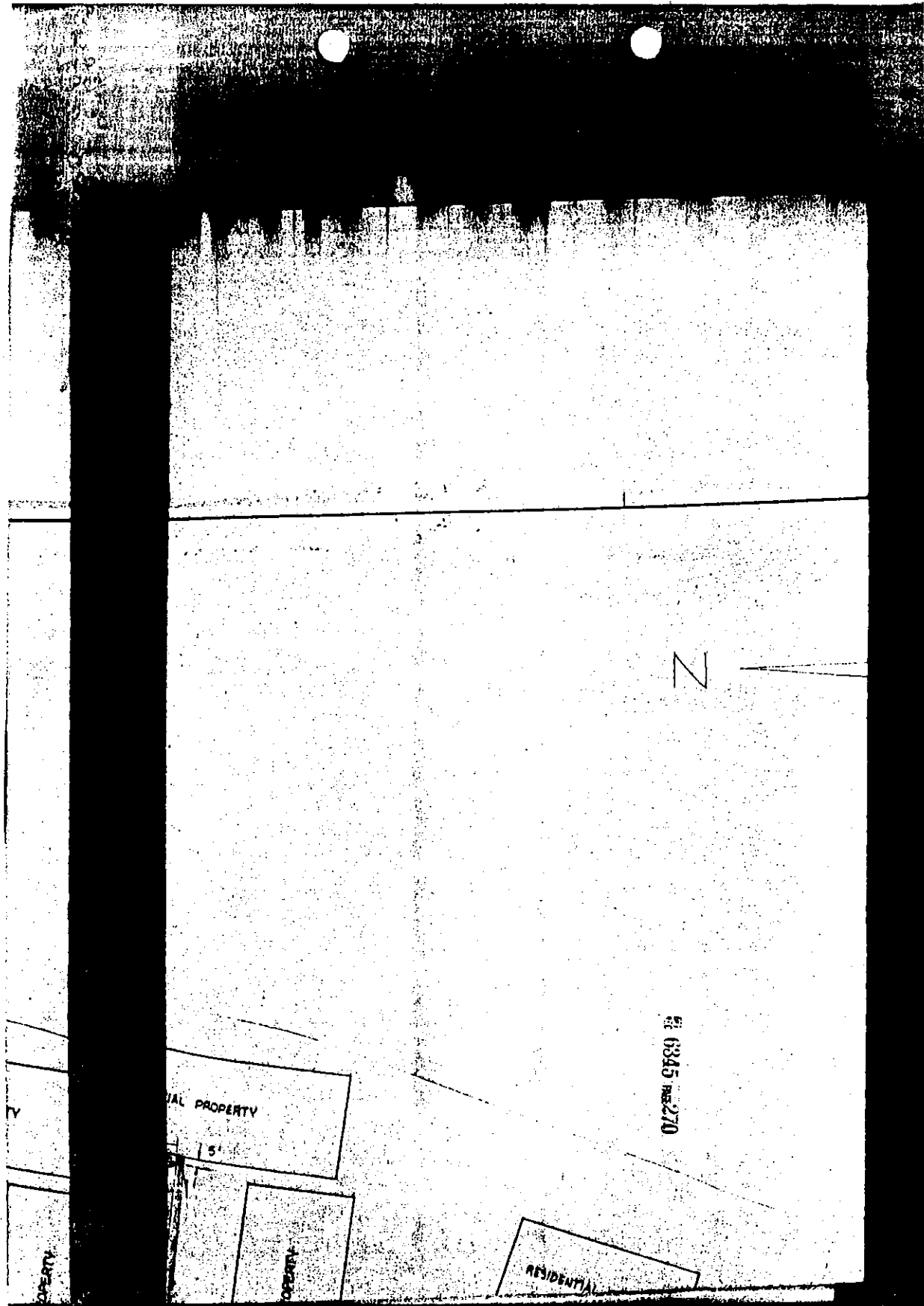
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PAGE FOUR



PAGE 289



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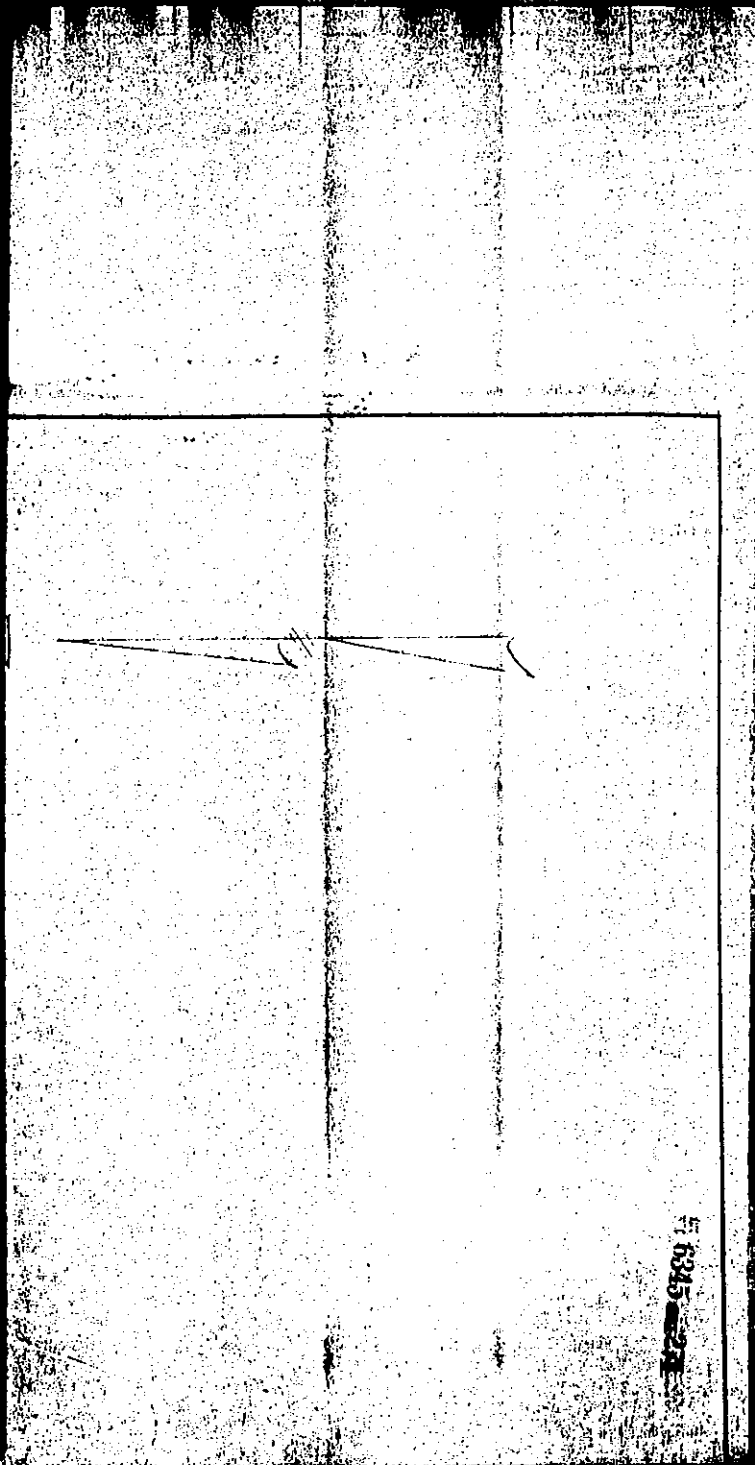
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PROPERTY

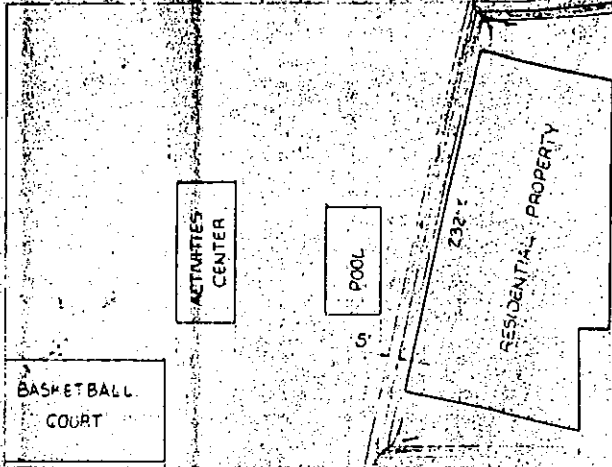
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PAGE 17



PL 6345 MAR 272

PAGE 1

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RESIDENTIAL PROPERTY

RESIDENTIAL PROPERTY

RESIDENTIAL PROPERTY

RESIDENTIAL PROPERTY

519'

PL 6345 273

PAGE 73

RESIDENTIAL PROPERTY

RESIDENTIAL PROPERTY

30'

RESIDENTIAL

RESIDENTIAL

RESIDENTIAL

RESIDENTIAL PROPERTY

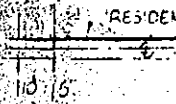
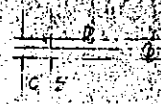
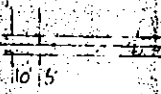
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RESIDENTIAL PROPERTY

16'

12.5

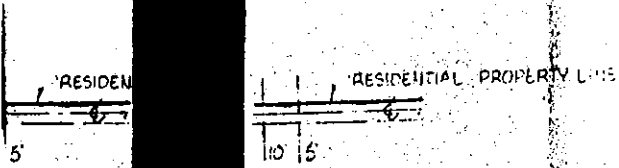
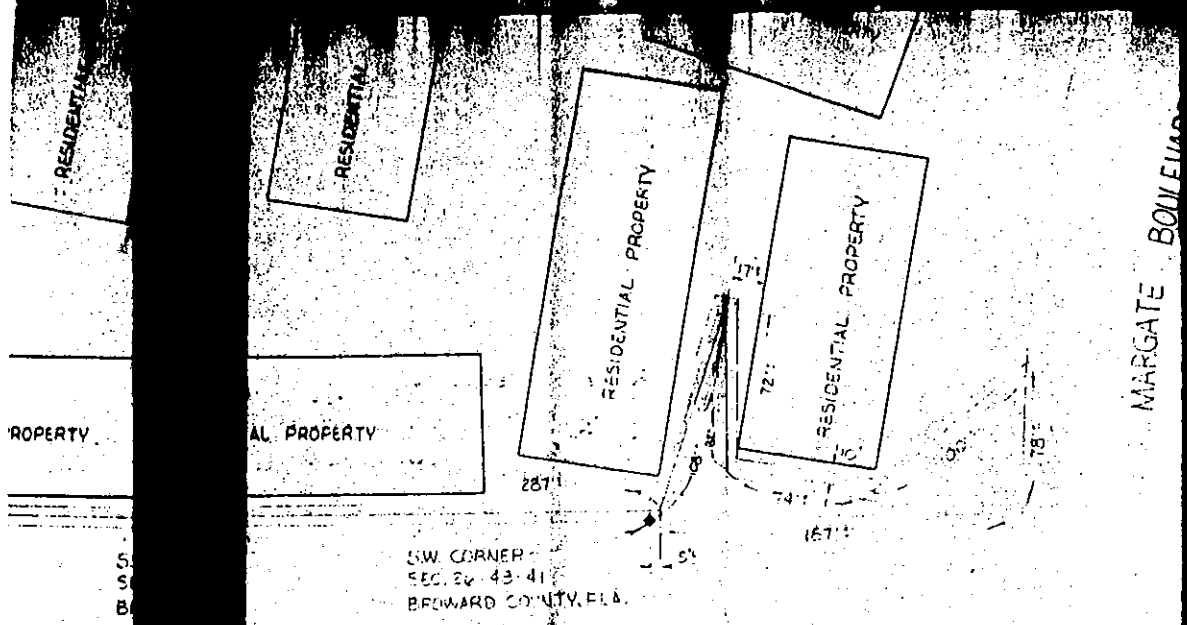
LEGEND



FRKL. CO. UTILITY EASEMENT

17-0345-021

PATENT

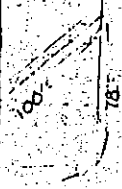


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EN	NO.	DATE	REVISION	BY	EN	COR	APP						

PAGE 275

MARGATE BOULEVARD

MARGATE BOULEVARD



PLEASE RETURN TO
A. F. CROWLEY
P. O. BOX 1148
ET. LAUDERDALE, FLA. 33310

PL 10345 sub 276

FLORIDA
EASEMENT
OR
MARGATE
DATE: SEP
BY: J. MICHAU
CH:
CO:

FLORIDA POWER AND LIGHT COMPANY
 EASEMENT ON THE PROPERTY OF
 ORIOLE HOMES CORP.
 100 N.W. 80 TER
 MARGATE, WARD COUNTY, FLORIDA

FLORIDA POWER & LIGHT COMPANY
DATE: SEPT. 2, 1916
BY: J. MICHAU
APPROVED:
FOR: J. MICHAU
LIST OF DRAWINGS:
NO. 1
NO. 2
NO. 3
NO. 4
NO. 5
NO. 6
NO. 7
NO. 8
NO. 9
NO. 10
NO. 11
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PAGE 176

75-180253

STATE OF FLORIDA
DEPARTMENT OF REVENUE
RECORDS & DEEDS
BROWARD COUNTY
FEB 11 1965

FORM 6100
APR. 1960

RIGHT-OF-WAY EASEMENT

In consideration of the sum of money hereinafter set out and valuable consideration, the adequacy and
validity of which is hereby acknowledged from the Southern Bell Telephone and Telegraph Company, the undersigned, members of the
Board of Directors of the Southern Bell Telephone and Telegraph Company, its stockholders, officers, directors,
agents, and allied and associated companies, a right of way easement to construct, operate, maintain, use of remove such lines
or systems of communications or related facilities as the grantee may require, consisting of:

- 1) poles, guys, anchors, service cables and wires;
- 2) buried cables and wires, cable terminals, markers, splicing boxes and pedestals;
- 3) conduits, manholes, manholes, underground cables and wires;
- 4) and other facilities, lines, structures or devices

shall over and under a strip of land 10 feet in width across the following named Broward County, State of Florida
generally described as follows:

The East 10' feet along the west property line starting from the south property
line and commencing 1196.29 feet to the north property line in Parcel "B" Oriole Golf
and Tennis Club Section Three; Section 26 & 35 Township 48 South Range 41 East City of
Margate, Broward County, Florida; See sketch on backside, Parcel "B" in 1st Plat
Book 78, Page 20 of the Public Records of Broward County, Florida;

and to the extent of the easement herein set out, over, along and under the roads, streets or
highways adjoining or through said property;

The following rights are also granted: to allow any other person or company to attach wires or its cable or conductors
and right of way for communication or electric power transmission or distribution; to provide and agree to, and to maintain
the lines of the grantee and to have the lines of all trees, underground or other obstructions within the easement area;
to trim and cut, and to have trimmed and cut, all trees, shrubs, bushes or other obstructions of the easement area;
which might interfere with or pass upon the lines or systems of communications or power transmission or distribution.

The amount of 1000.00 and interest at 1.00 per cent per annum as herein set out, is hereby acknowledged by the undersigned.

To have and to hold the above stated easement unto Southern Bell Telephone and Telegraph Company, its successors
and assigns forever.

In witness whereof, the undersigned do hereby sign and affix this document
dated this instrument to be executed by
its duly authorized agent.

9/23 1965

By [Signature]
[Title]

By [Signature]
[Title]

[Signature]
[Title]

ORIOLE GOLF & TENNIS CLUB, INC.
[Title]

[Signature]
[Title]

[Signature]
[Title]



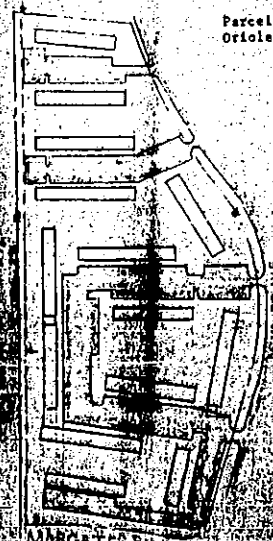
75 OCT 3 PM 11:07

91-6354-489



Grant and
 Post Office Address
 of Grantee: Richard L. Lavy
Oriole Golf and Tennis Club
450 Northwest 63rd Terrace, Margate, Florida
 Title: Grant
 Line: None
 Exchange Line
 tributary to: Margate General
 The property is bounded toward the West enters and leaves this property by the property of
Parcel 1 - Section 4 on the North
 and Margate Boulevard on the North
 Locality: South Florida Classification: 945-C
 District: None
 Prepared by:
E. J. Kall, Engineer
24 Northwest 20 Avenue
Pompano Beach, Florida

Southern Bell Tel. Co.



Parcel "B"
 Oriole Golf and Tennis Club
 Section Three

151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000

FORM 8424

CORPORATION FORM

STATE OF FLORIDA
COUNTY OF BROWARD

I, Mary Alice Nevlin, hereby certify that on this day before me an officer duly authorized to take acknowledgments, personally appeared M. D. Levy and A. Nunez to me known and known to be the persons described in an who executed the foregoing instrument as President and Assistant Secretary of ORIOLE GOLF AND TENNIS CLUB, INC., a corporation, and acknowledged to me that they executed and delivered such instrument as such officers, in the name and on behalf of said corporation, being duly authorized so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 23rd day of September 1949.

Mary Alice Nevlin
NOTARY PUBLIC (or other title)
My Commission Expires 12/31/50
BY COMMISSION EXPIRES MAR. 14, 1957
ISSUES THIS GENERAL INSURANCE UNDERWRITING

MEMBER OF THE OFFICIAL BROKERAGE BOARD
OF BROWARD COUNTY, FLORIDA
H. A. SAUTH
ACTIVE COUNTY AS SURETY

FORM 8424 (REV. 1-1949)

PAGE 001

