

Document Type	Book	Page	Description
Declaration of Restrictions	6381	623	The Townhomes of Oriole
Declaration of Cluster Covenants	6387	270	Cluster 2
Declaration of Cluster Covenants	6387	303	Cluster 4
Declaration of Cluster Covenants	6415	924	Cluster 7
Declaration of Cluster Covenants	6421	957	Cluster 6
Declaration of Cluster Covenants	6422	1	Cluster 5
Declaration of Cluster Covenants	6466	796	Cluster 8
Declaration of Cluster Covenants	6484	600	Cluster 11
Declaration of Cluster Covenants	6549	375	Cluster 10
Declaration of Cluster Covenants	6578	260	Cluster 9
Declaration of Cluster Covenants	6600	1	Cluster 12
Declaration of Cluster Covenants	6611	178	Cluster 13
Declaration of Cluster Covenants	6611	145	Cluster 14
Declaration of Cluster Covenants	6647	479	Cluster 3
Declaration Supplement	6675	771	The Townhomes of Oriole II
Declaration of Cluster Covenants	6826	916	Cluster 15
Declaration of Cluster Covenants	6844	292	Cluster 16
Declaration of Cluster Covenants	6893	802	Cluster 17
Articles of Incorporation	6910	81	The Townhomes of Oriole Association, Inc.
By-Laws	6910	97	The Townhomes of Oriole Association, Inc.
Amendment to Declaration	6915	878	The Townhomes of Oriole
Declaration of Cluster Covenants	6947	1	Cluster 20
Declaration of Cluster Covenants	7010	899	Cluster 19
Declaration of Cluster Covenants	7116	319	Cluster 1
Declaration of Cluster Covenants	7159	1	Cluster 18
Declaration of Cluster Covenants	7193	55	Cluster 21
Declaration of Cluster Covenants	7193	88	Cluster 22
Declaration of Cluster Covenants	7193	121	Cluster 23
Declaration of Cluster Covenants	7367	93	Cluster 24
Amendment to Open Area and Residential Property Supplement	7456	174	Open Area and Residential Property Supplement
Declaration of Cluster Covenants	7525	355	Cluster 25
Declaration of Cluster Covenants	7621	669	Cluster 26
Declaration of Cluster Covenants	7645	490	Cluster 27
Declaration of Cluster Covenants	7716	687	Cluster 29
Declaration of Cluster Covenants	7756	331	Cluster 34
Declaration of Cluster Covenants	7762	864	Cluster 30
Declaration of Cluster Covenants	7775	311	Cluster 31
Declaration of Cluster Covenants	7802	190	Cluster 32
Declaration of Cluster Covenants	7834	409	Cluster 33
Declaration of Cluster Covenants	7865	125	Cluster 28
Declaration of Cluster Covenants	7929	487	Cluster 38
Declaration of Cluster Covenants	7929	521	Cluster 36
Declaration of Cluster Covenants	7958	77	Cluster 35
Declaration of Cluster Covenants	7958	111	Cluster 37
Amendment to Declaration	8613	870	Amendment of Townhomes Documents and Relinquishment by Developer of Right to Amend/Modify
Amendment to Articles of Incorporation	8613	874	The Townhomes of Oriole Association, Inc.
Amendment to Declaration	8613	876	The Townhomes of Oriole / The Townhomes of Oriole II
Amendment to the By-Laws	8613	878	The Townhomes of Oriole Association, Inc.

Amendment to Declaration	9622	292	The Townhomes of Oriole / The Townhomes of Oriole II
Amendment to Declaration	9622	298	The Townhomes of Oriole / The Townhomes of Oriole II
Amendment to Declaration of Cluster Covenants	9622	294	Clusters 1-14
Amendment to Declaration	11157	643	The Townhomes of Oriole
Amendment to Declaration	13841	319	The Townhomes of Oriole II
Amendment to the By-Laws	21495	84	The Townhomes of Oriole Association, Inc.
Amendment to Declaration of Cluster Covenants	31324	1717	Clusters 1-38
Amendment to Declaration of Cluster Covenants	31587	1855	Clusters 1-38

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

79 DEC 13 AM 10:05

REF 8613 PAGE 874

7⁰⁰ A

Record & Return to:
Lee W. Ross
SCHMIDT CLARK & LATTI, P.A.
401 So. Jackson Ave.
Ft. Lauderdale, FL 33301
462-2800

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: Johanna Moore
President

By: Betty Dupont
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this day, personally appeared before me, the under-
signed authority, Dorothy Moore, who signed the fore-
going 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 there-
in 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 at Large
My Commission Expires November 12, 1982

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this day, personally appeared before me, the under-
signed authority, Betty Dupont, who signed the fore-
going 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 know-
ledge 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 at Large
My Commission Expires November 12, 1982

REF 8613 PAGE 875

Record & Return to:
Land Office
SCHMIDT, C. T. & FLATT, P.A.
404 So. ...
Fort Lauderdale, FL 33301
452-2800

REV. 1-78 OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
-2- GRAHAM W. WATT
COUNTY ADMINISTRATOR

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: Jarothy R. Moore
President

Attest: Betty Dupont
Secretary

Record & Return to:
Law Offices
SCHLICHTE, CARSO, & PLATT, P.A.
440 So. Andrews Ave.
Ft. Lauderdale, Fl. 33301
462-2800

79 DEC 13 AM 10:05

REC
R013
PAGE 878

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A

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared Dorothy A. 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. Ledman
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. Ledman
Notary Public
Notary Public, State of Florida at Large
My Commission Expires November 12, 1982

My Commission Expires:

Record & Return to:
Law Offices
SCHLICHTE, CARRO, & PLATT, P.A.
440 So. Andrews Ave.
Ft. Lauderdale, Fl. 33301
462-2800

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
Article 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 77: 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 1st day of
July, 1992, at Margate, Broward County, Florida.

By: [Signature]
President

Attest: [Signature]
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

BK 21495PG0084

The foregoing instrument was acknowledged before me this 14 day of
June, 1992 by RICHARD A. RIVETTE as PRESIDENT of the
TOWNHOMES OF ORIOLE II, on behalf of the corporation. He/she is personally
known to me or who has presented HIRMSELF
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
COM # CG164142

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES DEC 15, 1995
BOND: THREE THOUSAND DOLLARS

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.

BK21495PG0085

5/2

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

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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, 1980.

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

BY: [Signature]
President

Attest: [Signature]
Secretary

REC 9622 PAGE 294

[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

OFF REC 96922 PAGE 295

RECORDED IN THE OFFICIAL RECORDS OF
DE BROWARD COUNTY
GRAHAM W. [unclear]
COUNTY CLERK

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

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 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.

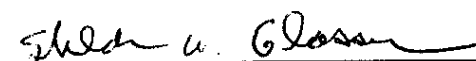
IN WITNESS WHEREOF, THE TOWNHOMES OF ORIOLE ASSOCIATION, INC. has
caused this Certificate of Amendment to be executed in accordance with the authority hereinabove
expressed this 15th day of February, 2001.

(CORPORATE SEAL)

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

ATTEST:


Secretary

By: 
Sheldon Glassner, President

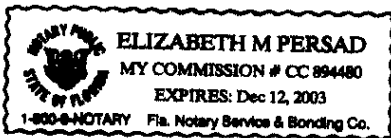
STATE OF FLORIDA }
COUNTY OF BROWARD }
 }

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
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
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

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.



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)*

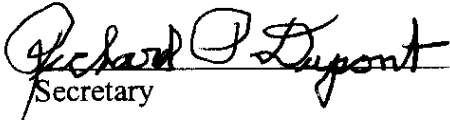
NOTICE IS HEREBY GIVEN that on April 10, 2001, by a vote obtained at a duly noticed Annual Members' Meeting in accordance with the requirements of the Association's Declarations, Articles of Incorporation and Bylaws, the Members adopted amendments to various portions of the the Association's cluster 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:


 Secretary

By: 
 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.



Marlene Beracha
Notary Public

MARLENE BERACHA
Notary Public [name printed]

my commission expires:

<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
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

(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."

(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).

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 refer-
ence 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

By: Richard D. Levy
Richard D. Levy, President

Judith Yell

Attest: [Signature]
A. Vanez, Assistant Secretary

77 FEB 18 PM 4:42

REC. 6915 PAGE 873

RETURN TO

THIS INSTRUMENT PREPARED BY

MARK F. GRANT, ESQUIRE

RUDEN, BARNETT, McCLOSKEY, SCHUSTER & SCHMERER

P. O. BOX 7076

FORT LAUDERDALE, FLORIDA 33338

RUDEN, BARNETT, McCLOSKEY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 900 N.E. 28th AVENUE, FORT LAUDERDALE, FLORIDA

STATE OF FLORIDA)
COUNTY OF BROWARD)

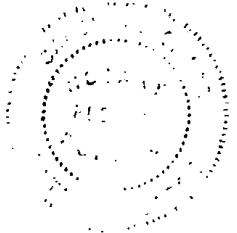
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, RICHARD D. LEVY and A. NUNEZ, the President and Assistant Secretary respectively, of ORIOLE HOMES CORP., to me known to be the persons who signed the foregoing instrument as such officers, and severally 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 17th day of February, 1977.

Barclay E. Stagg
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 11, 1978
Bonded by American Fire & Casualty Co.



FILED IN BOOK 111 PAGE 879
L. A. HESTER
County Administrator

DEF. REC. 6915 page 879

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

REC 11157 pg 643

CORPORATE SEAL



Return to Steven A. Masel FA
6126 W. Ashington St
HWO TC 33023

900 cc

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

~~TUCKER~~ **TIGER** BEFORE ME the undersigned authority personally appeared ~~HARRY~~ **STEVE** 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 MAY 14 1984
BONDED THRU GENERAL INS. UNDERWRITERS

Harry Tucker
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My Commission Expires:

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared JONI S. 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 MAY 14 1984
BONDED THRU GENERAL INS. UNDERWRITERS

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

OFF 11157 PG 644

THE OFFICIAL RECORDS BOOK
BROWARD COUNTY, FLORIDA
JOHNSON

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, CARDO, & FLATT, P.A.
448 So. Andrews Ave.
Ft. Lauderdale, Fl. 33301
462-2800

79 OCT 13 AM 10 05

REF 8613 PAGE 876



70

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 K Moore
President

Attest: Betty Dupont
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME the undersigned authority personally appeared Dorothy K 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:

SCHLICHTE, CARBO, & PLATT, P.A.
441 So. Andrews Ave.
Ft. Lauderdale, Fl. 33301
462-2800

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

REC 8613 PAGE 877

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

5 13 PM '81

REC 96922 PAGE 292

[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 5th day of
June, 1981.

Jeanne M. Helman
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 5th day of
June, 1981.

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

My Commission Expires:

RECORDS SECTION
COUNTY ADMINISTRATOR

OFF 9622 PAGE 293

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.

JUN 5 1 30 PM '81

OFF 96922 PAGE 298

JW

EXECUTED this 15 day of May, 1980.

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

BY: Burt Caswell
President

Attest: Harry 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.

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

Notary Public, State of Florida At Large
M. C. [unclear] 1982

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.

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

Notary Public, State of Florida At Large
M. C. [unclear] 1982

My Commission Expires:

OFF 9622 PAGE 299

RECORDED IN...
GRANVILLE W. WATT
COUNTY CLERK

1001 ATTORNS
MICHAEL J. CARBO
440 S. Andrews Ave.
Ft. Lauderdale, FL 33301

86-403506

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

WE HEREBY CERTIFY THAT the attached amendment to the above-referenced Declarations of Townhomes of Oriole as described in Book 6381 at Page 623, and Book 6675 at Page 771, respectively, of the Official Records of Broward County, Florida was/were duly adopted in the manner provided in Section 3.16 of the By-Laws, that is by proposal of the Board of Directors and approval by a majority of the members of the Association at a meeting held August 20, 1986.

IN WITNESS WHEREOF, we have affixed our hands this 09 day of October, 1986, at Lauderdale, Broward County, Florida.

By: Anita Glick, pres.
President

Attest: Linda D. Corcoran, Sec.
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD

On this 09 day of October, 1986, personally appeared Anita Glick and Linda D. Corcoran, 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.

Herro Sims
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES OCT 25, 1989
BONDED THRU GENERAL INS. CO.



96 OCT 24 AM 9 53

OFF 1384 Pg 319

9-
63

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

(additions are underlined, deletions indicated by "----")

ARTICLE VI

A. Liens

Any and all Individual Townhome Assessments for Association Expenses, including special assessments and Capital Contributions and all installments thereof, and any assessments levied by the Association against any individual Townhome Residence Owner(s) pursuant to Article VBI(b)(2) of the respective Declarations of Cluster Covenants and Cross Easements of the Townhomes of Oriole I and II (collectively the "Assessments") with interest thereon and costs of collection, ...

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

REC 1384 1 pg 320

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 ORIOLE ASSOCIATION, INC.

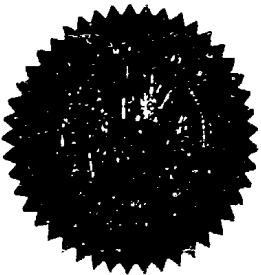
filed in this office on the 17th day of October,

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 1-20-75

11
Ruden, Barnett
900 N.E. 26th Ave.
Ft Lauderdale 33304

34
B.

77- 32287-15-10-12-13
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ARTICLES OF INCORPORATION
OF
THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

Oct 17 2 05 PM '75
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

FILED

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 phrases 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

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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.

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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

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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 herefore, 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.

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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 Townhomes 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

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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 acquisition 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

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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 appurtenance 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

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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 1 are "Class 1 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.

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(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:

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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

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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:

NAMES	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;

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(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.

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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

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.

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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 me 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.

Robert Jane Sexton
Notary Public
My Commission Expires:

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

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

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77-154088

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 1
OF THE TOWNHOMES OF ORIOLE I

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS
EASEMENTS FOR CLUSTER 1 OF THE TOWNHOMES OF ORIOLE I (the
"Cluster 1 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 1 Property", referred
to herein for brevity as the "Cluster Property" or "Cluster 1")
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 1 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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THIS INSTRUMENT PREPARED BY

RETURN TO

MARK F. GRANT, ESQUIRE

RULE 11.101(b)(1) - 11.101(b)(2) - 11.101(b)(3) - 11.101(b)(4) - 11.101(b)(5) - 11.101(b)(6) - 11.101(b)(7) - 11.101(b)(8) - 11.101(b)(9) - 11.101(b)(10) - 11.101(b)(11) - 11.101(b)(12) - 11.101(b)(13) - 11.101(b)(14) - 11.101(b)(15) - 11.101(b)(16) - 11.101(b)(17) - 11.101(b)(18) - 11.101(b)(19) - 11.101(b)(20) - 11.101(b)(21) - 11.101(b)(22) - 11.101(b)(23) - 11.101(b)(24) - 11.101(b)(25) - 11.101(b)(26) - 11.101(b)(27) - 11.101(b)(28) - 11.101(b)(29) - 11.101(b)(30) - 11.101(b)(31) - 11.101(b)(32) - 11.101(b)(33) - 11.101(b)(34) - 11.101(b)(35) - 11.101(b)(36) - 11.101(b)(37) - 11.101(b)(38) - 11.101(b)(39) - 11.101(b)(40) - 11.101(b)(41) - 11.101(b)(42) - 11.101(b)(43) - 11.101(b)(44) - 11.101(b)(45) - 11.101(b)(46) - 11.101(b)(47) - 11.101(b)(48) - 11.101(b)(49) - 11.101(b)(50) - 11.101(b)(51) - 11.101(b)(52) - 11.101(b)(53) - 11.101(b)(54) - 11.101(b)(55) - 11.101(b)(56) - 11.101(b)(57) - 11.101(b)(58) - 11.101(b)(59) - 11.101(b)(60) - 11.101(b)(61) - 11.101(b)(62) - 11.101(b)(63) - 11.101(b)(64) - 11.101(b)(65) - 11.101(b)(66) - 11.101(b)(67) - 11.101(b)(68) - 11.101(b)(69) - 11.101(b)(70) - 11.101(b)(71) - 11.101(b)(72) - 11.101(b)(73) - 11.101(b)(74) - 11.101(b)(75) - 11.101(b)(76) - 11.101(b)(77) - 11.101(b)(78) - 11.101(b)(79) - 11.101(b)(80) - 11.101(b)(81) - 11.101(b)(82) - 11.101(b)(83) - 11.101(b)(84) - 11.101(b)(85) - 11.101(b)(86) - 11.101(b)(87) - 11.101(b)(88) - 11.101(b)(89) - 11.101(b)(90) - 11.101(b)(91) - 11.101(b)(92) - 11.101(b)(93) - 11.101(b)(94) - 11.101(b)(95) - 11.101(b)(96) - 11.101(b)(97) - 11.101(b)(98) - 11.101(b)(99) - 11.101(b)(100)

FORT LAUDERDALE, FLORIDA 33338

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to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 1 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 6381, 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. "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, 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

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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 1 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 1 of The Townhomes of Oriole 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:

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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

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

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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.

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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.

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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 B. 1. (b) hereinabove in a manner consistent with the development of The

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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

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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 "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 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 1 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.

Mary Anne Gray

By: RD Levy Resident

Barclite Glass

Attest: [Signature] Assistant Secretary (SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

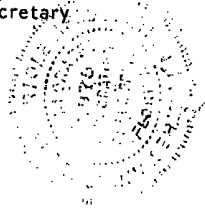
Mary Anne Gray

By: RD Levy Resident

Barclite Glass

Attest: [Signature] Secretary (SEAL)

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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 ASSTANT 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, 1977.

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 11, 1978
Bonded By American Fire & Casualty Co.

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 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, 1977.

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 11, 1978
Bonded By American Fire & Casualty Co.

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DESCRIPTION

THE TOWNHOMES OF ORIOLE I
RESIDENTIAL PROPERTY
CLUSTER 1

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:

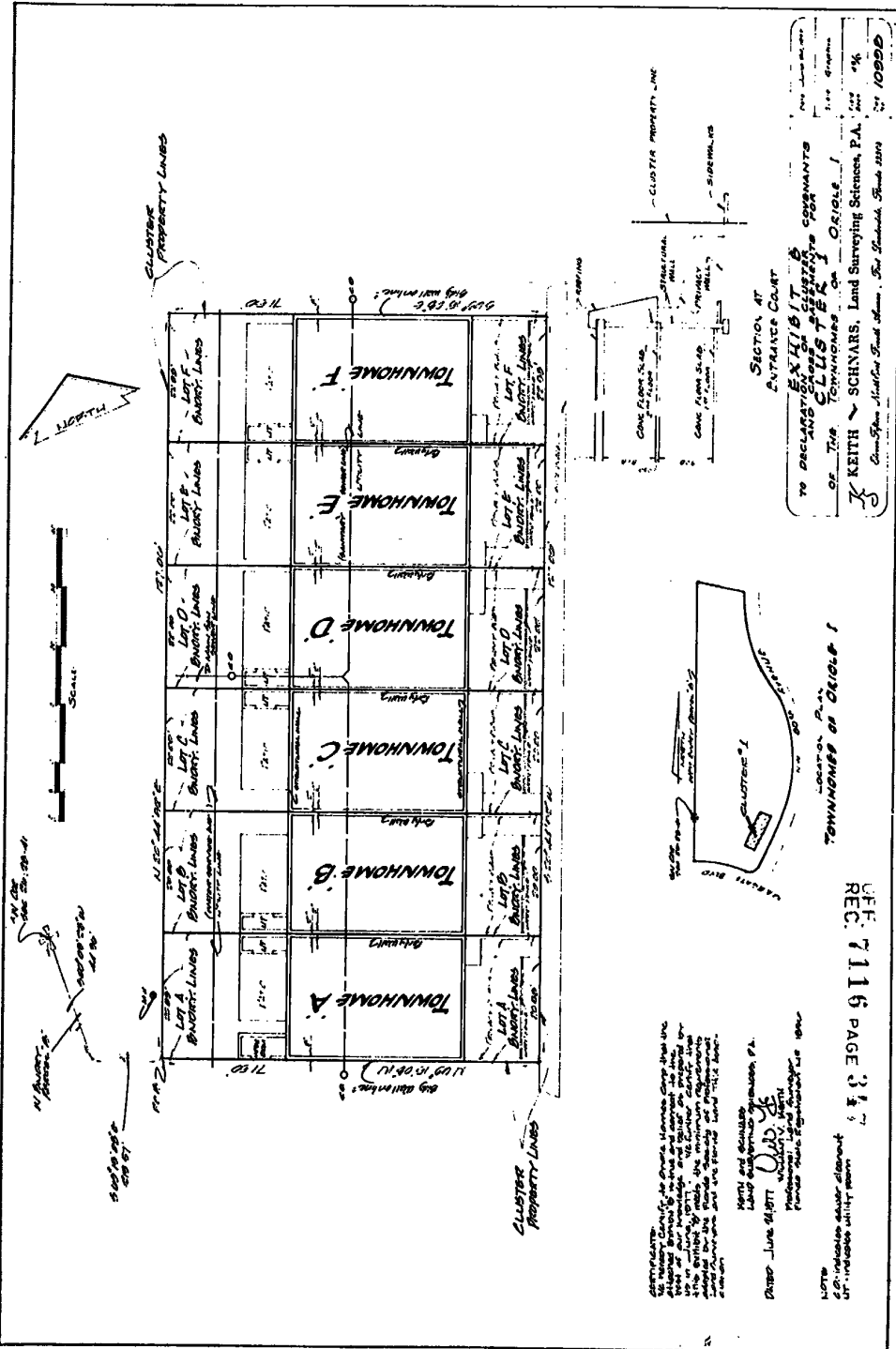
COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence South $00^{\circ} 03' 23''$ West, along the West boundary of said Parcel "B" 44.36 feet; thence South $69^{\circ} 15' 08''$ East, 215.57 feet to the Point of Beginning; thence 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.

PREPARED BY
WILLIAM V. KEITH, PLS
MAY, 1975

KEITH & SCHNARS Land Surveying Sciences, P.A.

EXHIBIT A

OFF. REC. 7116 PAGE 345



TO DECLARE EXHIBIT B
AND SHOW PROPERTY COVENANTS
OF THE CLUSTER I
ORIGINEE

K KEITH SCHNARS, Land Surveying Sciences, P.A.
600 Pine Hill Rd. Suite 1000, Fort Lauderdale, Florida 33309

SECTION AT
ENTRANCE COURT

CONTRACTOR: K. SCHNARS, Land Surveying Sciences, P.A.
DATE: June 15, 2005
NOTE: This map was prepared in accordance with the Florida Statutes, Chapter 402, and the Florida Board of Professional Engineers and Architects, Rule 61C1-2.001.

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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 1 of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 1, 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 Dec-
laration 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 1 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 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)

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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:

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 1 shall be allocated a
1/6th share of the Cluster Expenses assessed against Cluster
1.

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DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 2
OF THE TOWNHOMES OF ORIOLE I

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 2 OF THE TOWNHOMES OF ORIOLE I (the "Cluster 2 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 22nd day of February, 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 2 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 2" 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 825 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 2 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 2 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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5. "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 6381, Page 623 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, 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

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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".

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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

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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.

(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

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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.

(5) 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

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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

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PAGE 20-1

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 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.

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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 "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

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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 "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 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 2 of The Townhomes of Oriole 1 has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

ORIOLE HOMES CORP.

Juan M. Hunter

By: R. D. Levy
R. D. Levy, President

Mary Anne H. ...

Attest: A. Nunez
A. Nunez, Assistant Secretary
(SEAL)

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

Juan M. Hunter

By: R. D. Levy
R. D. Levy, President

Mary Anne H. ...

Attest: A. Nunez
A. Nunez, Secretary
(SEAL)

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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 ORTOLI 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 3rd day of November, 1975.

Mary Adelle Kewler
Notary Public

My Commission Expires:
NOV 14 1977

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 ORTOLF 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 3rd day of November, 1975.

Mary Adelle Kewler
Notary Public

My Commission Expires:
NOV 14 1977

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DESCRIPTION

THE TOWNHOMES OF ORIOLE I
RESIDENTIAL PROPERTY
CLUSTER 2

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:

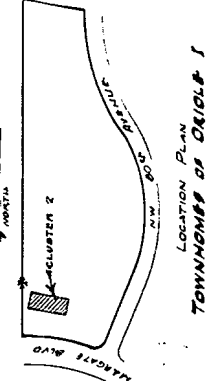
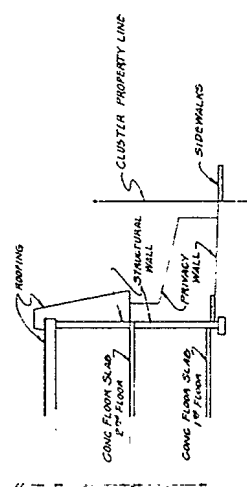
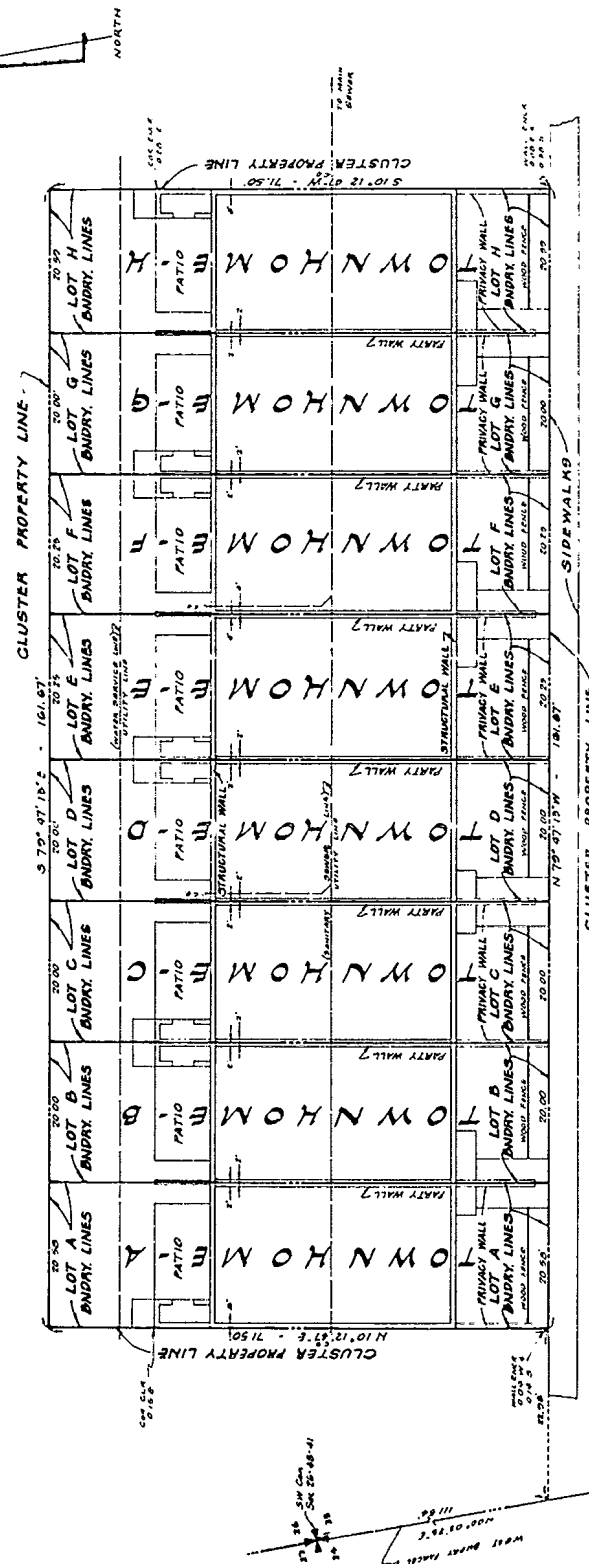
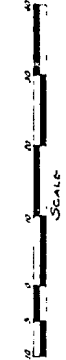
COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence South $00^{\circ} 03' 23''$ West, along the West boundary of said Parcel "B" 111.54 feet; thence South $79^{\circ} 47' 13''$ East, 22.98 feet to the Point of Beginning; thence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

PREPARED BY
WILLIAM V. KEITH, PLS
MAY, 1975

EXHIBIT A

KEITH & SCHNARS Land Surveying Sciences, P.A.

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CERTIFICATE: I, Keith and Scinnans, certify that the attached plat is a true and correct copy of the plat as shown to me by the best of our knowledge and belief as prepared by us in July, 1975. We further certify that the plat is a true and correct copy of the plat as shown to me by the best of our knowledge and belief as prepared by the Florida Society of Professional Land Surveyors and the Florida Land Title Association.

KEITH and SCINNANS
 LAND SURVEYING SCIENCES, P.A.
 WILLIAM V. KEITH
 Professional Land Surveyor
 Florida State Registration No. 18555

DATED: July 9, 1975
 REVISED: 7, 17, 75

REVISIONS:
 10/15/75 (AS-BUILT CONDITIONS)
 NOTE: C.O. indicates sewer cleanout.

SECTION AT ENTRANCE COURT

EXHIBIT B TO DECLARATION OF CLUSTER GOVERNANTS AND CASES OF EASEMENTS FOR CLUSTER 2 OF THE TOWNHOMES OF ORIOLE I		Date: July 9, 1975
W. KEITH & SCINNANS, Land Surveying Sciences, P.A.		State: Georgia
Surveyor: Keith and Scinnans, Florida 18555		Plot No: 49
		Doc No: 572 B

EXHIBIT C
FORM OF
WARRANTY DEED

THIS INSTRUMENT, 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 2 of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 2 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 6581, Page 625 of the Public Records of Broward
County, Florida as described in such documents. The afore-
mentioned Declaration 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 mainte-
nance 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 2 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 whatsoever.

Signed, Sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

By:

Attest:

(SEAL)

Accepted Grantee:

.....
(SEAL)

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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 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 _____ 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 _____, to be 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 _____, 1975.

Notary Public

My Commission Expires:

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EXHIBIT D
CLUSTER EXPENSE ALLOCATION

Each townhome within Cluster 2 shall be allocated a
12 1/2% share of the Cluster Expenses assessed against
Cluster 2.

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DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 4
OF THE TOWNHOMES OF ORIOLE 1

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 4 OF THE TOWNHOMES OF ORIOLE 1 (the "Cluster 4 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 12th day of February, 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 4 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 4" 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 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 4 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 I 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.

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 6581, Page 623 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:

(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.

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

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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".

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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:

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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

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.

(5) 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

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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 or 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

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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.

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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 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 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

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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 50 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 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 J 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.

Gean M. Hunter

By: R. D. Levy
R. D. Levy, President

[Signature]

Attest: A. Nunez
A. Nunez, Assistant Secretary
(SEAL)

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

Gean M. Hunter

By: R. D. Levy
R. D. Levy, President

[Signature]

Attest: A. Nunez
A. Nunez, Secretary
(SEAL)

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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 3rd day of November, 1975.

Mary Adela Newlin
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 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 3rd day of November, 1975.

Mary Adela Newlin
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 14, 1977
I AM NOT CURRENTLY INSURANCE UNDERWRITING

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DESCRIPTION

THE TOWNHOMES OF ORIOLE I
RESIDENTIAL PROPERTY
CLUSTER 4

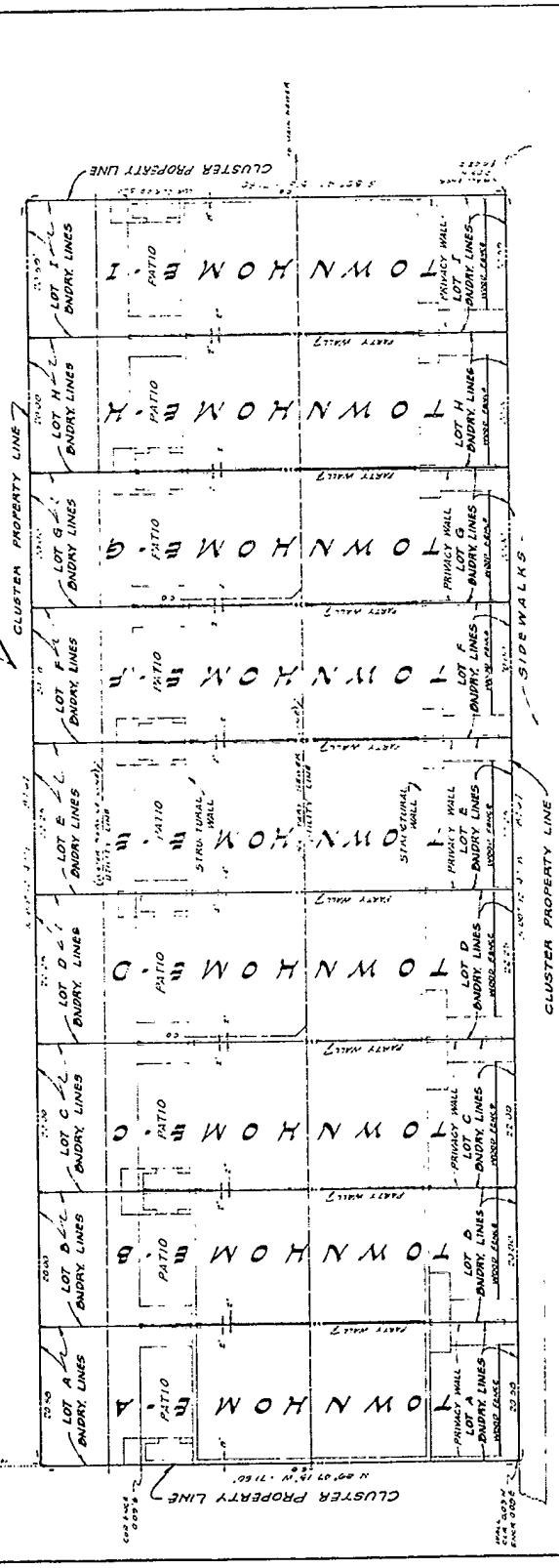
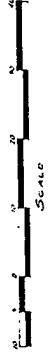
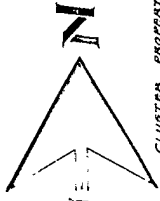
A portion of Parcel "B" of "ORIOLE GOLF AND TENNIS CLUB SECTION THREE", according to the Plat thereof as recorded in Plat Book 78, Page 22, of the Public Records of Broward County, Florida, described as follows: COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence North $00^{\circ} 12' 47''$ 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.

PREPARED BY
WILLIAM V. KEITH, PLS
MAY, 1975

EXHIBIT A

KEITH & SCHNARS Land Surveying Sciences, P.A.

981 6387 PAGE 0330



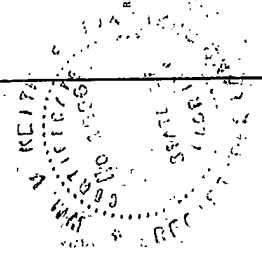
CERTIFICATE: I, Keith W. Schinars, Land Surveying Services, P.A., do hereby certify that the above described lots and easements were surveyed and located in accordance with the provisions of the Act of May 17, 1975, as further amended, and that the same are shown on the attached plan and that the same are correct and true to the best of my knowledge and belief.

DATE: 10/13/75

KEITH W. SCHINARS
LAND SURVEYING SERVICES, P.A.

REVISED: 10/13/75
(AS-BUILT CONDITIONS)

NOTE:
C.O. indicates sewer cleanout.



TO DECLARATORY EASEMENTS FOR
ADD TO CROSS EASEMENTS FOR
CLUSTER 4
OF THE TOWNHOMES OF ORIOLE I

K. KEITH W. SCHINARS, Land Surveying Services, P.A.
Chesapeake, Landmark Field Station, Fort Lauderdale, Florida 33309

DATE: May 20, 1974
SCALE: GRAPHIC
PAGE: 45
JOB NO.: 910 D

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 1 of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 1 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 625 of the Public Records of Broward
County, Florida as described in such documents. The afore-
mentioned Declaration 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 mainte-
nance 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 6387 PAGE 002

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 4 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)

OFF 6387
PAGE 003

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 _____, 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 _____, 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 _____, 1975.

Notary Public

My Commission Expires:

[Handwritten signature]

RECORDED
9387

EXHIBIT D
CLUSTER EXPENSE ALLOCATION

Each townhome within Cluster 4 shall be allocated a 11.11% share of the Cluster Expenses assessed against Cluster 4.

9/15 03:27 PM

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 7
OF THE TOWNHOMES OF ORIOLE I

75-210647

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 7 OF THE TOWNHOMES OF ORIOLE I (the "Cluster 7 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 1st day of December, 1975 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 7 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 7" 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 623 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 7 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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NOT 6415 PAGE 924

THIS INSTRUMENT PREPARED BY

RUDEN, BARNETT, McCLOSKEY, SCHUSTER & SCHMERER

ATTORNEYS AT LAW

FOOT LOCKER BUILDING, SUITE 200, FORT LAUDERDALE, FLORIDA

33304

FORT LAUDERDALE, FLA. 33304

RUDEN, BARNETT, McCLOSKEY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 900 N. E. 26TH AVENUE, FORT LAUDERDALE, FLORIDA

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to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 7 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.

0415 REG 925

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 6381, Page 623 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, 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

RE 6415 REC 929

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 7 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 7 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".

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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.

(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.

(5) 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.

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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

REF 6415 APR 989

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

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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"

NO
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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

5. 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 Cluser 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.

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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

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.

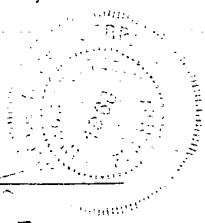
IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 7 of The Townhomes of Oriole I has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

[Signature]
Mary Sue Sexton

ORIOLE HOMES CORP.

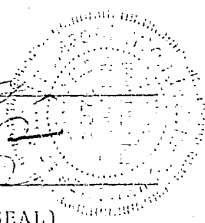
By: R. D. Levy
Attest: [Signature]
(SEAL)



THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

[Signature]
Mary Sue Sexton

By: R. D. Levy
Attest: [Signature]
(SEAL)



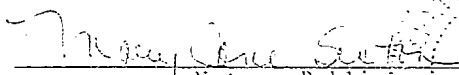
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STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

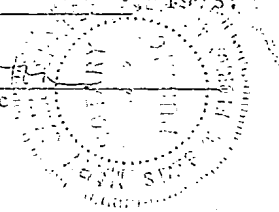
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R.D. Levy and A. Nunez, the President and Assistant Secretary, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged 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 1st day of December, 1975.



Notary Public

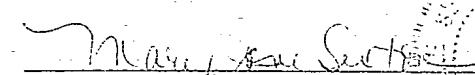
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 26, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS



STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

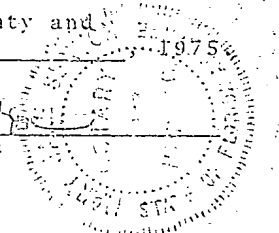
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R.D. Levy and A. Nunez, the President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC. to me known to be the persons who signed the foregoing instrument as such officers, and 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 1st day of December, 1975.



Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 26, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS



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DESCRIPTION

THE TOWNHOMES OF ORIOLE I
RESIDENTIAL PROPERTY
CLUSTER 7

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 $00^{\circ} 12' 47''$ 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 $89^{\circ} 47' 15''$ East, 177.67 feet; thence South $00^{\circ} 12' 47''$ West, 71.50 feet; thence North $89^{\circ} 47' 13''$ West, 177.67 feet to the Point of Beginning.

PREPARED BY
WILLIAM V. KEITH, PLS
MAY, 1975

EXHIBIT A

KEITH & SCHNARS Land Surveying Sciences, P.A.

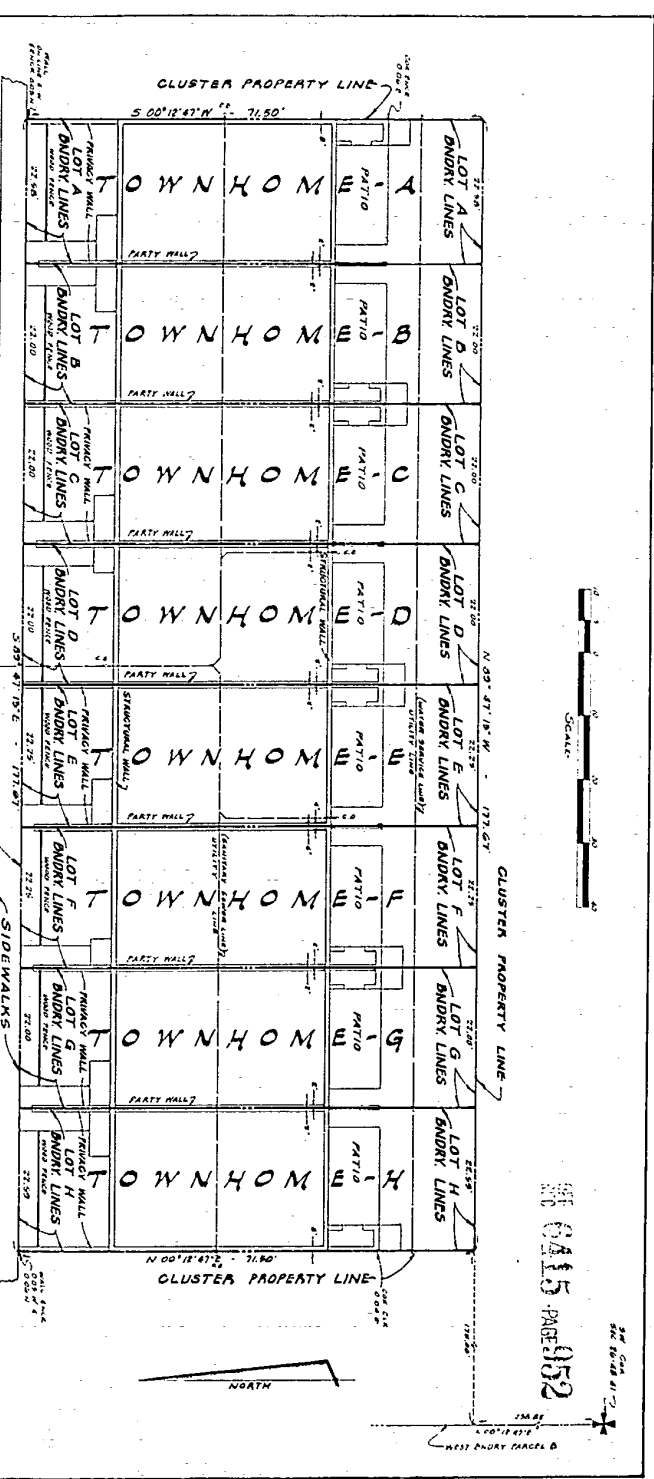
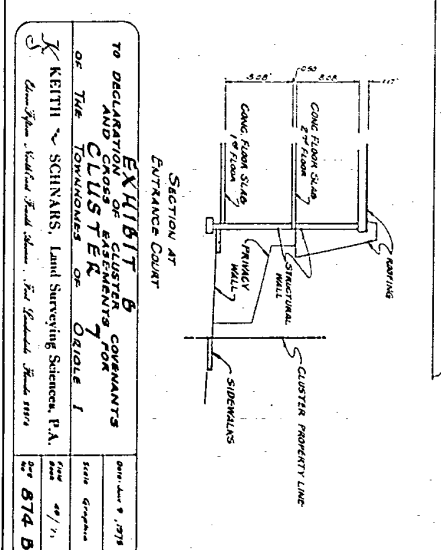
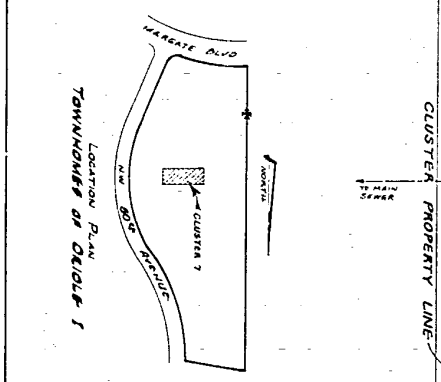
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KEITH & SCHNAARS
 LAND SURVEYING SCIENTISTS, P.A.
 101850
 10/15/75

CERTIFICATE:
 I, KEITH & SCHNAARS, LAND SURVEYING SCIENTISTS, P.A., do hereby certify that the foregoing plat, map, plan, or diagram was prepared by me or under my direct supervision and that I am a duly qualified and licensed Land Surveyor and the Florida Land Title Association.

DATE: 10/15/75
 KEITH & SCHNAARS, LAND SURVEYING SCIENTISTS, P.A.
 101850
 10/15/75
 REVISION: 10/15/75
 (AS-BUILT CONDITIONS)
 SHEET INDICATES SHEET COUNT



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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;
5. 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;
1. 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 7 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 _____.

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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 7 of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 7, 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
herby 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 6581, Page 625 of the Public Records of Broward County,
Florida as described in such documents. The aforementioned Dec-
laration 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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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 _____, 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 _____, 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 _____, 1975.

Notary Public

My Commission Expires:

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EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 7 shall be allocated a 12 1/2% share of the Cluster expenses assessed against Cluster 7.

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DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 12
OF THE TOWNHOMES OF ORIOLE I

70- 37634

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 12 OF THE TOWNHOMES OF ORIOLE I (the "Cluster 12 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this *14th* 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 12 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 12" 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 623 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 12 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

THIS INSTRUMENT PREPARED BY

RETURN TO

RUDEN, BARNETT, McCLOSKEY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 900 N. E. 26TH AVENUE, FORT LAUDERDALE, FLORIDA

FILED
MAY 14 1976
BROWARD COUNTY
REC'D

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to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 12 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.

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

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 6381, Page 623 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:

(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, 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

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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 12 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 12 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 foundations and support structures and appurtenances~~ thereon, 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.

(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.

(5) 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.

5. 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 B. 1. (b) hereinabove in a manner consistent with the development of The

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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.

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

e. 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 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 12 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.

Mary Alice ...

By: *R. D. Levy*
R. D. Levy, President

Judith S. ...

Attest: *A. Nunez*
A. Nunez, Assistant Secretary
(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

Mary Alice ...

By: *R. D. Levy*
R. D. Levy, President

Judith S. ...

Attest: *A. Nunez*
A. Nunez, Secretary
(SEAL)

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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 Asst. 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 14th day of May, 1976.

[Signature]
Notary Public

My Commission Expires: Nov 12, 1977

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 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 14th day of May, 1976.

[Signature]
Notary Public

My Commission Expires: Nov 14, 1977

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DESCRIPTION

THE TOWNHOMES OF ORIOLE I
RESIDENTIAL PROPERTY
CLUSTER 11

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:

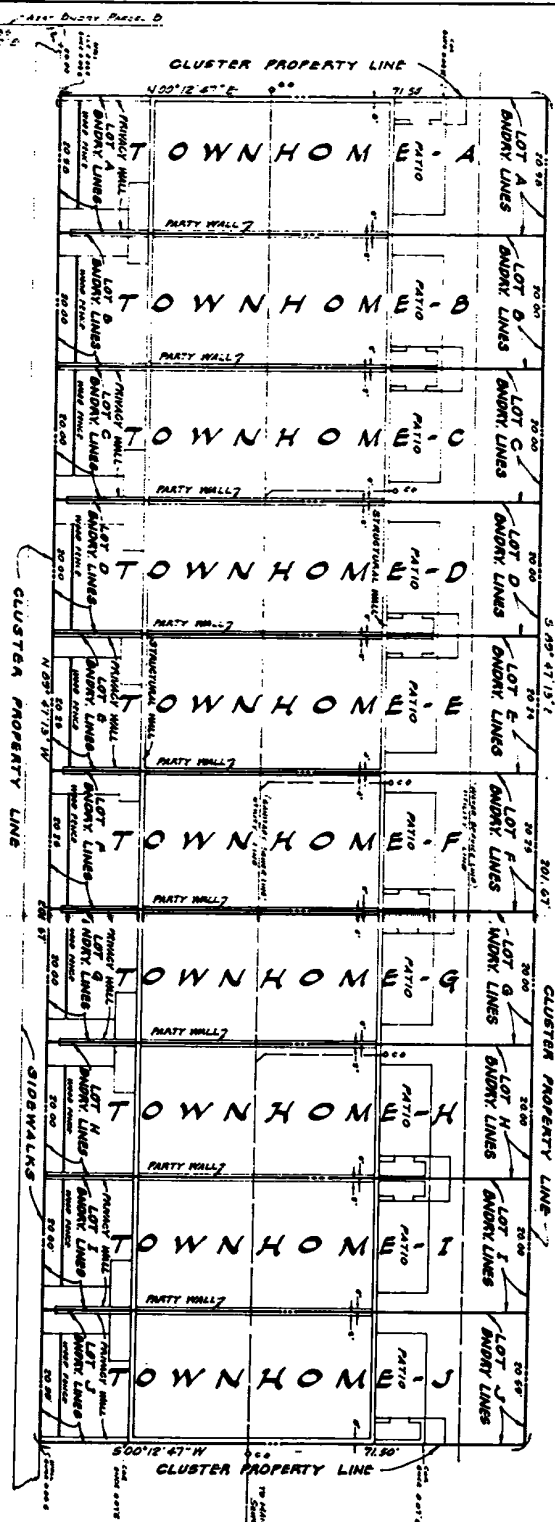
COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence North 00° 12' 47" East, along the West boundary of said Parcel "B" 633.35 feet; thence South 89° 47' 13" East, 25.00 feet to the Point of Beginning; thence North 00° 12' 47"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

PREPARED BY
WILLIAM V. KEITH, PLS
MAY, 1975

EXHIBIT A

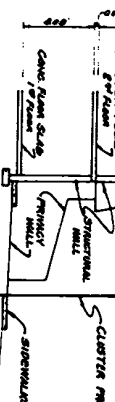
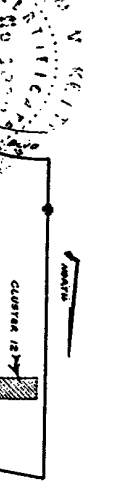
KEITH & SCHNARS Land Surveying Sciences, P.A.

6600
PAGE 28



0650 PAGE 29

EXHIBIT B
 TO DECLARATORY JUDGMENT
 AND CROSS PETITION FOR
CLUSTER 12
 OF THE TOWNHOMES ON
ORIGINS I



SECTION AT
 ENTRANCE COURT

DEED
 No. 1210 B
 Professional Land Surveyor
 Florida State Registration No. 1210 B

KEITH and SCHNARS
 LAND SURVEYING SCIENCES, P.A.
 1210 B
 1210 B

KEITH & SCHNARS, Land Surveying Sciences, P.A.
 1210 B
 1210 B

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 12 of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 12, 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 6581, Page 625 of the Public Records of Broward County,
Florida as described in such documents. The aforementioned Dec-
laration 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.

1000000000



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 abovedescribed property;
5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 12 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)

11 0000 MAR 01



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:

11 (65-1) PAGE 32



EXHIBIT D
CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 12 shall be allocated a
10% share of the Cluster Expenses assessed against Cluster 12.

REC-6630 PAGE 33

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 15
OF THE TOWNHOMES OF ORIOLE II

76-235800

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 15 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 15 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 24th day of November, 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 15 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 15") 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 6581, Page 625 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 15 Building", referred to herein for brevity as the "Cluster Building") is now

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THIS INSTRUMENT IS TO BE
RETURN TO

RECORDED
FEB 11 1977
FORT LAUDERDALE, FLORIDA 33301

D A C E O 1 C

"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 15 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.

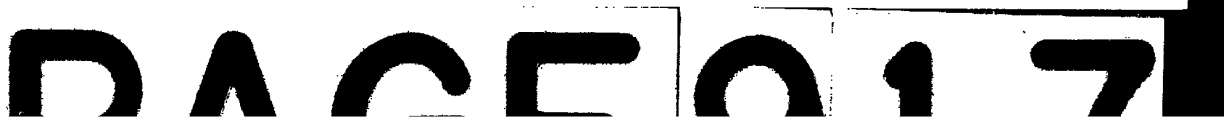
ARTICLE I
DEFINITIONS

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-

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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.

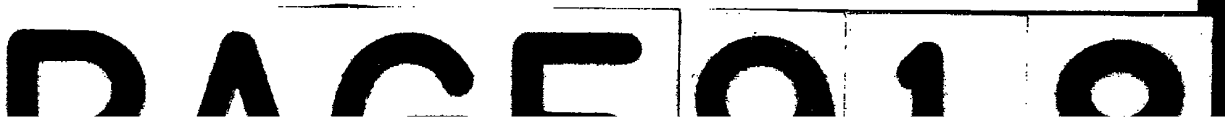
5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

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



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.

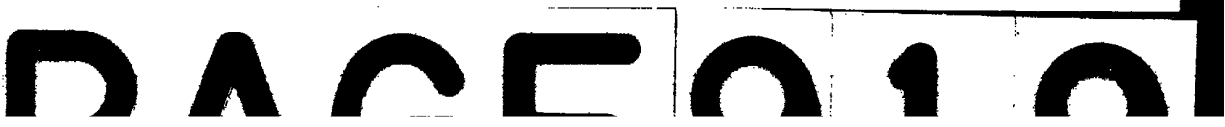
17. "By-Laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in the Official Records Book 6581, 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. "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:

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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 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, 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

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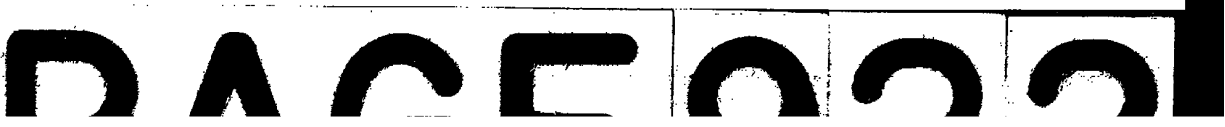
including the right of use of the Open Areas in the Townhomes of Oriole II Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and Supplement and other Townhomes Documents. 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 15 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 15 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:

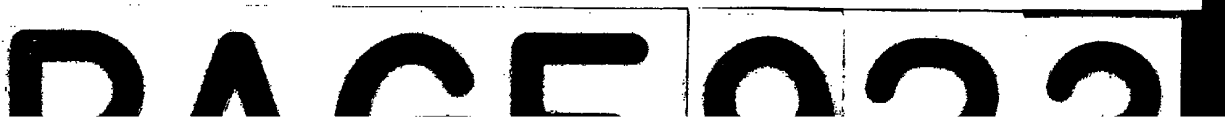
1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as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

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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

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REC: 6826 PAGE 924

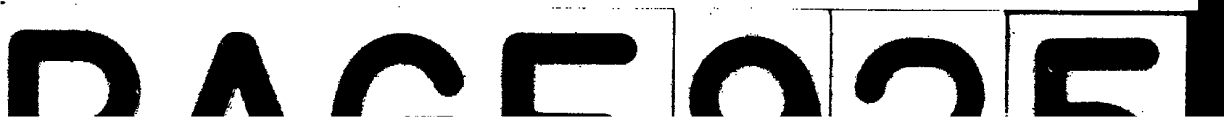


maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the exterior appearance of his Townhome Residence, including any and all 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.

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(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,

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REC. 6826 PAGE 923

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.

(5) 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.

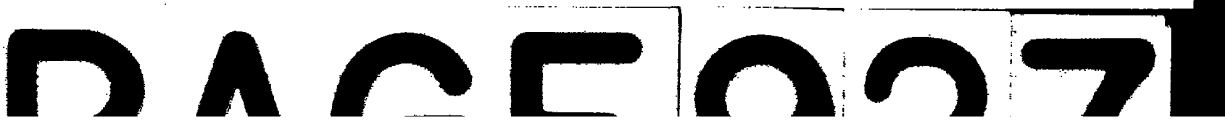
B. Grant and Reservation of Easements

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.

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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.

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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.

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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.

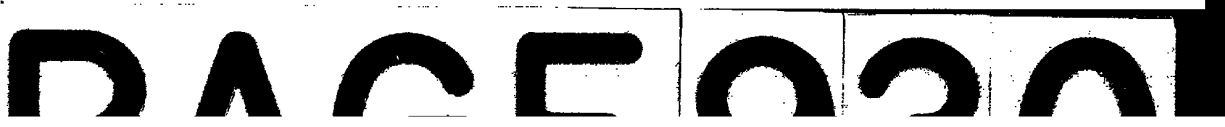
C. Specific Cluster Expenses

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

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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.

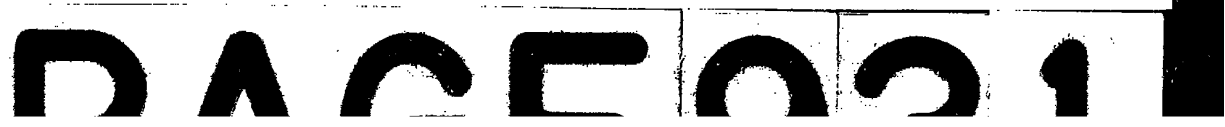
2. Utility Charges

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

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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.

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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

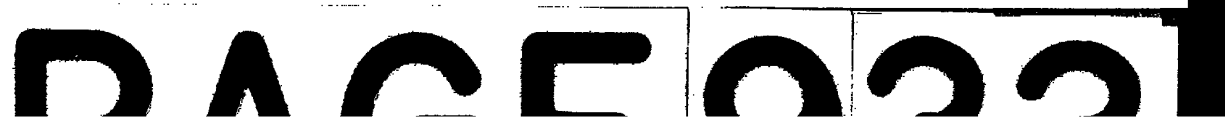
INSURANCE

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 (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

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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

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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

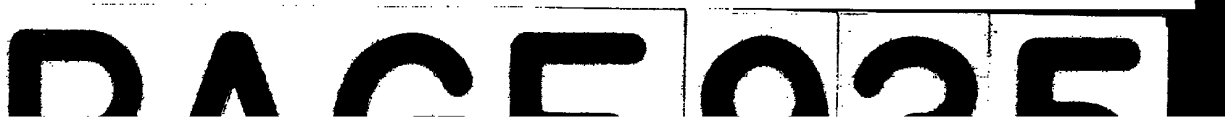
5. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition with regard to any portion 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

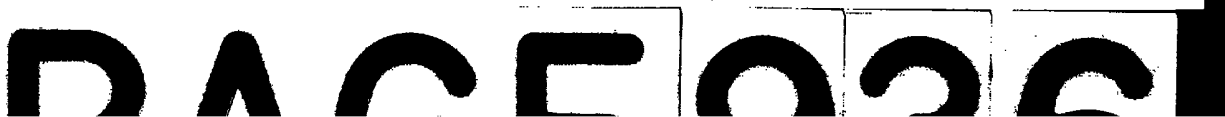
A. Disputes

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.

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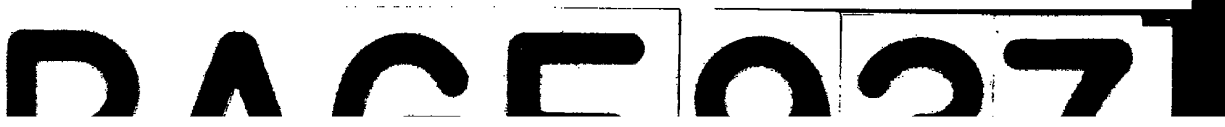
C. Subordination

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

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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.

5. 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;

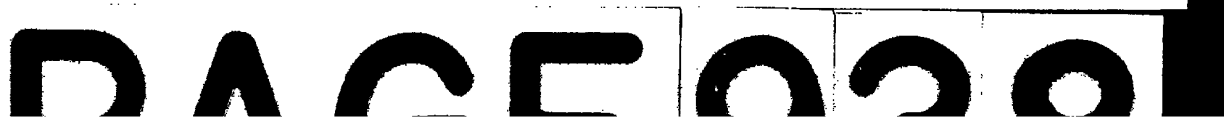
(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for distribution to the owners of Townhome Residences; and

(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.

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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.

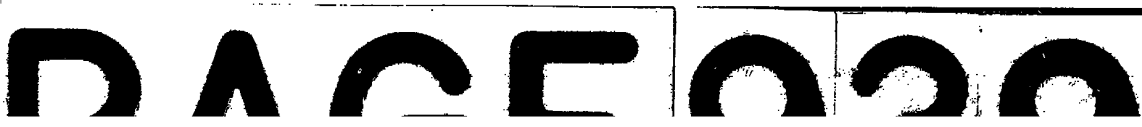
H. Conflict

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

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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.

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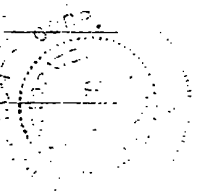
IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 15 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

ORIOLE HOMES CORP.

Mary Jane Sutton
Janice Kagan

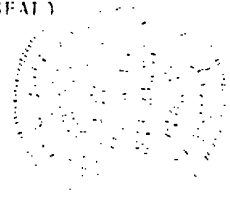
By: R.D. [Signature]
Attest: [Signature]
(SEAL)



THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

Mary Jane Sutton
Janice Kagan

By: R.D. [Signature]
Attest: [Signature]
(SEAL)



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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 Asst. 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 24th day of November, 1976.

Mary Jane Sutton
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 26, 1977
BONDED THRU GENERAL INSURANCE 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 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.

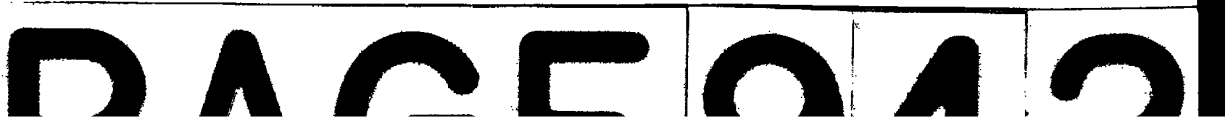
WITNESS my hand and official seal in the County and State last aforesaid this 24th day of November, 1976.

Mary Jane Sutton
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 26, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

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DESCRIPTION

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 15

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.

EXHIBIT A

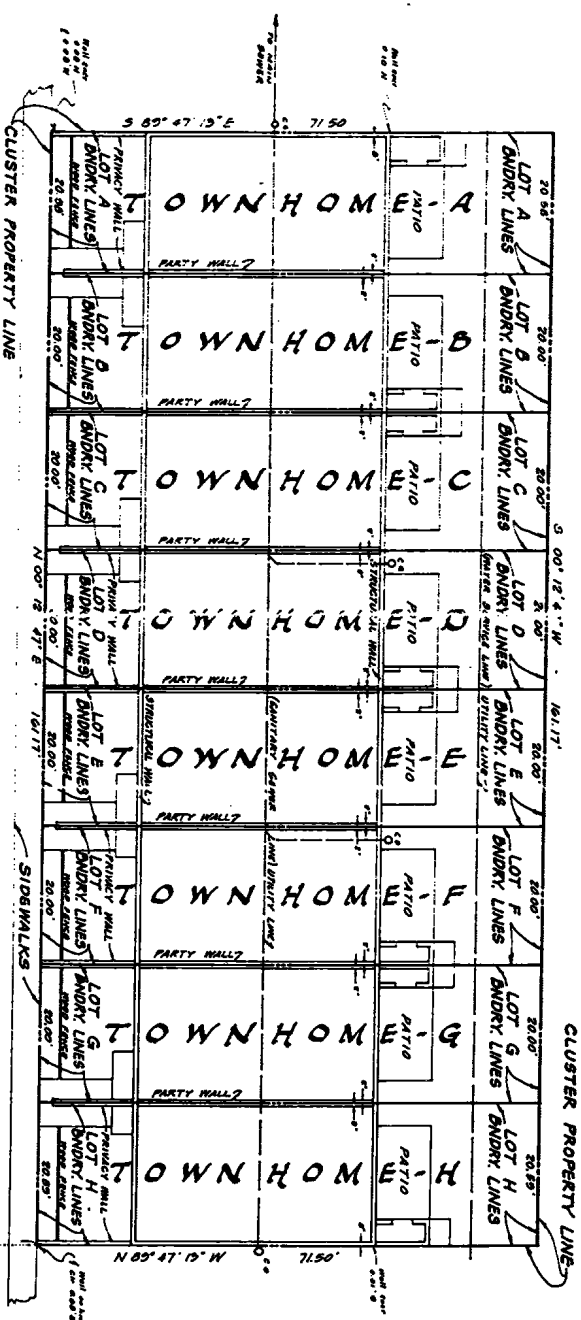
KEITH ~ SCHNARS Land Surveying Sciences, P.A.

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D A C E O A 2



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CERTIFICATE:
 I hereby certify to Orlo Jones Corp., that the above described lots, together with the party walls and patios, are the same as shown on the plat of 'CLUSTER PROPERTY LINES OF THE TOWNHOMES OF ORLO JONES CORP., 1976,' as further certified that said lots were surveyed and approved by the Florida Society of Professional Surveyors and the Florida Land Title Association.
 DATED: November 19, 1976.

KEITH AND SCHNARS:
 LAND SURVEYORS, P. A.
 1015 N. W. 11th St.
 Ft. Lauderdale, Florida
 Florida State Registration No. 1516

NOTE:
 1. 0' indicates sewer easement.

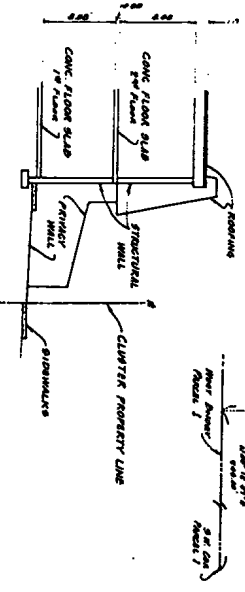
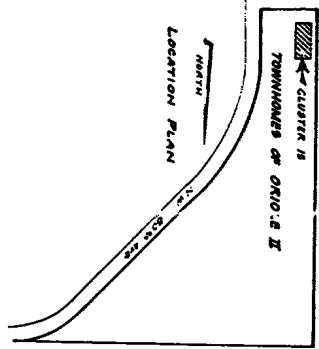


EXHIBIT B
 TO DECLASSIFY THE PLAT OF
 'CLUSTER PROPERTY LINES OF THE TOWNHOMES OF ORLO JONES CORP., 1976'
 OF THE TOWNHOMES OF ORLO JONES CORP., 1976
 BY KEITH & SCHNARS, Land Surveying Sciences, P.A.
 1015 N. W. 11th St., Ft. Lauderdale, Florida 33304
 DATE: 1996 B

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 15 of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 15, 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; 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 aforesame-
ntioned 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.

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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 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 15 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 whomsoever.

Signed, Sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

By: _____

Attest: _____

(SEAL)

Accepted Grantee:

(SEAL)

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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:

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EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 15 shall be allocated a 12 1/2% share of the Cluster Expenses assessed against Cluster 15.

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REC. 6826 PAGE 943

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 16
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 16 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 16 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 3th day of December, 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 16 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 16") 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 16 Building", referred to herein for brevity as the "Cluster Building") is now

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6844
202

RECORDED BY
FORSYTH COUNTY
FORT LAUDERDALE, FLORIDA

"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 16 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-

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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 Townhome 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

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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 6581, Page 625, 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. "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:

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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 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.

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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 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, 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

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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 16 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 16 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

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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

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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.

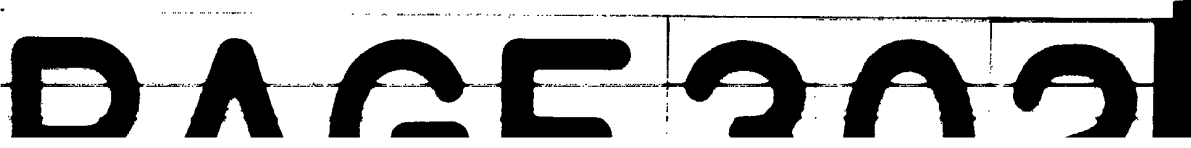
(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall 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 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,

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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.

(5) 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.

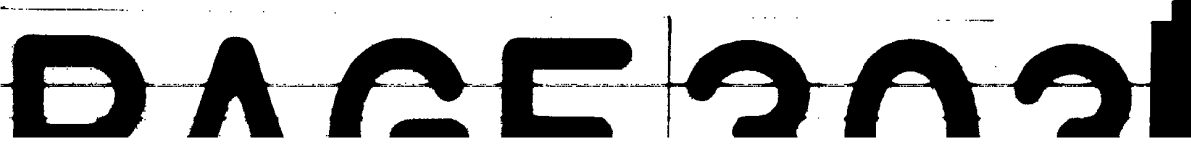
B. Grant and Reservation of Easements

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.

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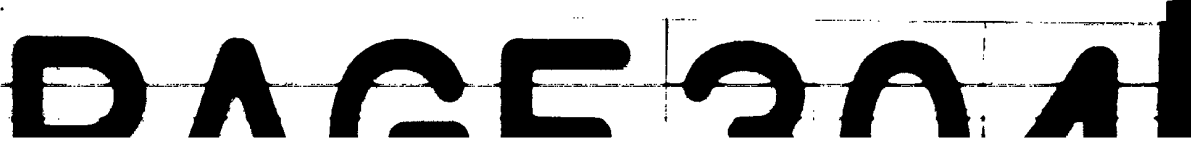
2. Rights-of-Way: An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property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

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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.

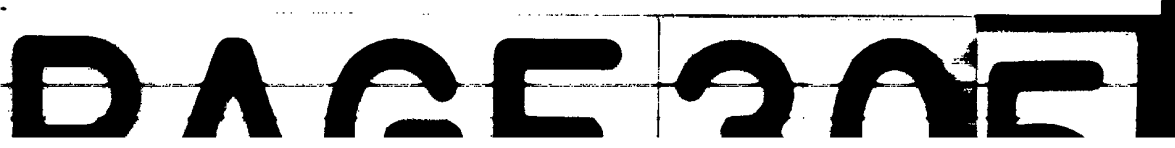
ARTICLE VII

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.

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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

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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.

5. 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

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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.

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S. 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

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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

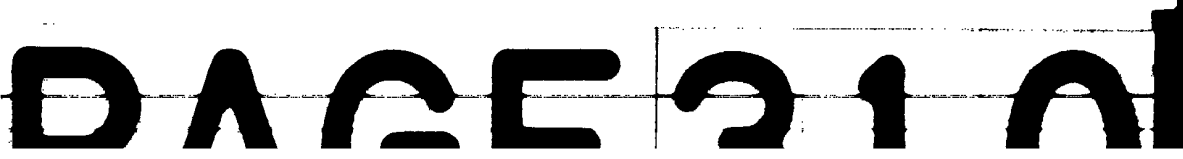
Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land, foundation, excavation, items of personal property 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

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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.

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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.

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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

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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.

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D A G E 2 1 1

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.

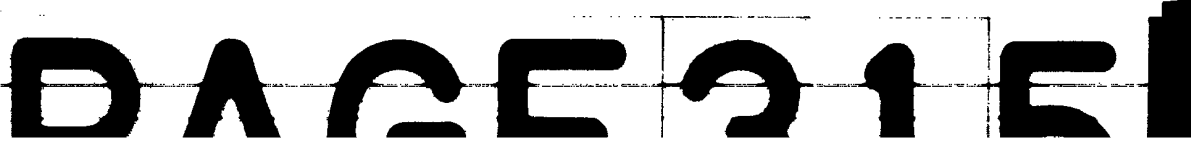
H. Conflict

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

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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.

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IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 16 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: *[Signature]*
R. D. Levy, President

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

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

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

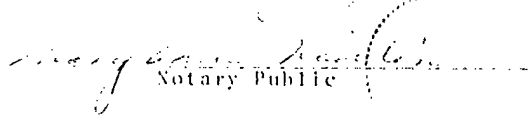
Attest: *[Signature]*
A. Nunez, Secretary
(SEAL)

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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 8th day of December, 1976.

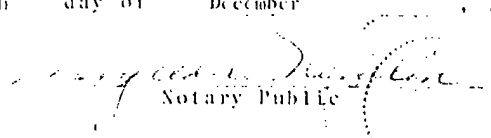

Notary Public

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 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 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 8th day of December, 1976.


Notary Public

My Commission Expires:

OFF. REC. 6844 PAGE 313

DESCRIPTION

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 16

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° 12' 47" East, along the West boundary of said Parcel 1, a distance of 245.00 feet; thence South 89° 47' 13" East, 158.05 feet to the Point of Beginning; thence North 00° 03' 39" East, 155.17 feet; thence South 89° 56' 21" East, 71.50 feet; thence South 00° 03' 39" West, 155.17 feet; thence North 89° 56' 21" West, 71.50 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

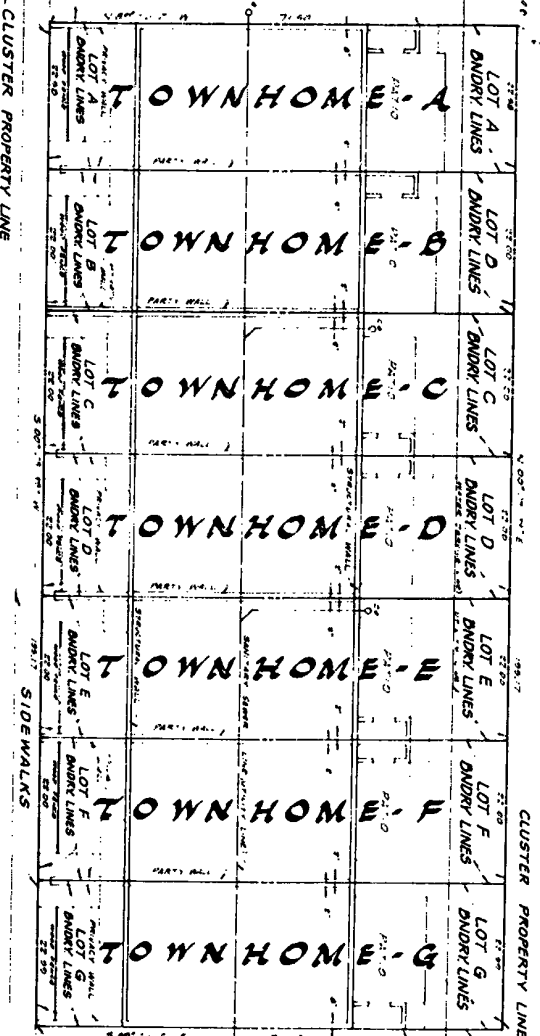
Prepared By:
Thomas F. Schnars, PLS
Dated: April, 1976.

EXHIBIT A

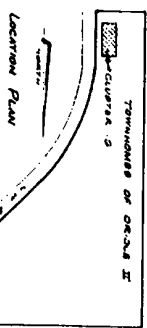
KEITH & SCHNARS Land Surveying Sciences, P.A.

SEE
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DEP. REC. 6814 PAGE 329



NOTICE: This plan was prepared by the undersigned on the date hereon shown, and the undersigned is a duly licensed Professional Engineer in the State of Florida, State Registration No. 12345. The undersigned certifies that the undersigned is the author of the plan and that the plan is a true and correct copy of the original plan as shown to the undersigned.



SECTION AT ENTRANCE COURT

EXHIBIT B
 TO DECLARATION OF SUBDIVISION
 AND CLUSTER 16
 OF THE TOWNHOMES OF ORIOLE II
 KEITH SCHMARS, Land Surveying Services, P.A.
 1992

EXHIBIT B

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 16 of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster 16, 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; 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 11 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.

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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, encumbrances 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 16 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 whomsoever.

Signed, Sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

By:

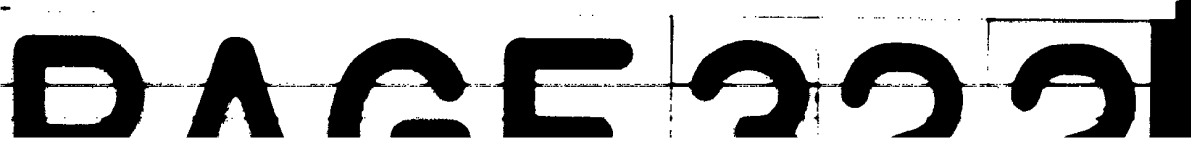
Attest:

(SEAL)

Accepted Grantee:

(SEAL)

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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:

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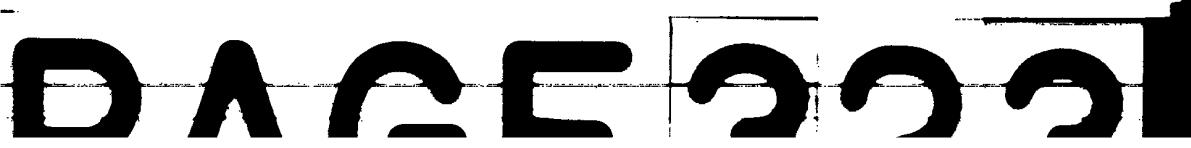


EXHIBIT D
CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 16 shall be allocated a
1/7th share of the Cluster Expenses assessed against Cluster 16.

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DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 17
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 17 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 17 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 2nd day of January, 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 17 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 17") 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 6581, Page 625 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 17 Building", referred to herein for brevity as the "Cluster Building") is now

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6/5/77



"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 I" 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.

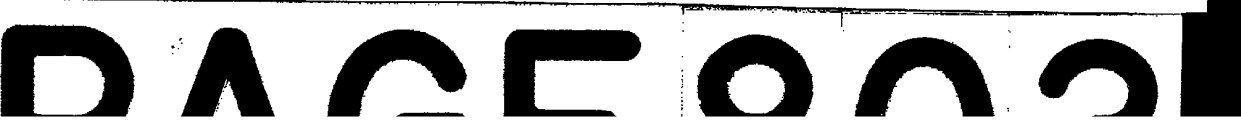
ARTICLE I
DEFINITIONS

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

5. "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 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 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. "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:

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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 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.

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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 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

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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 17 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 17 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

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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".

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.

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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.

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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.

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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

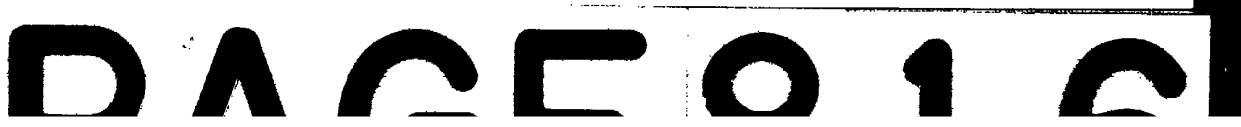
In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments,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

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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 defects, 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.

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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

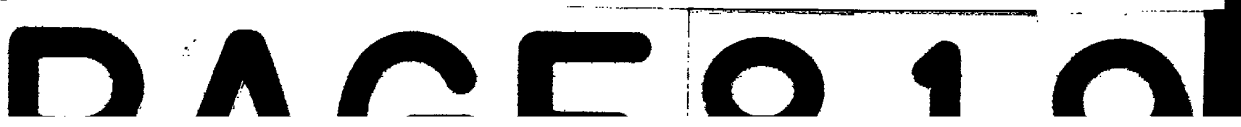
INSURANCE

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 (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

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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.

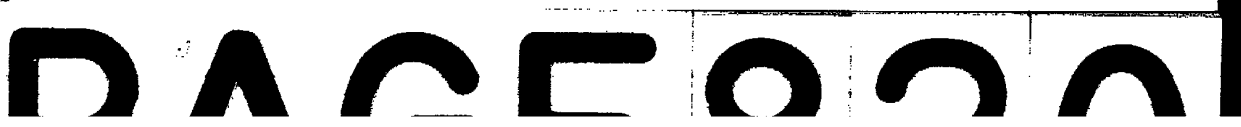
B. Cluster Building Insurance

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.

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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.

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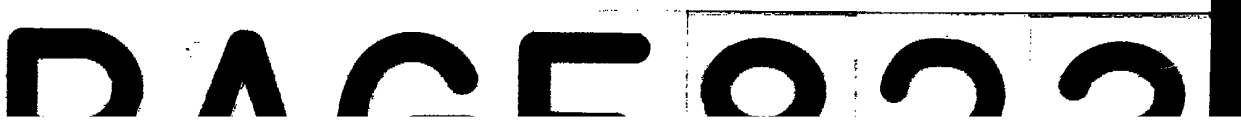
C. Subordination

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 mortgager 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

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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;

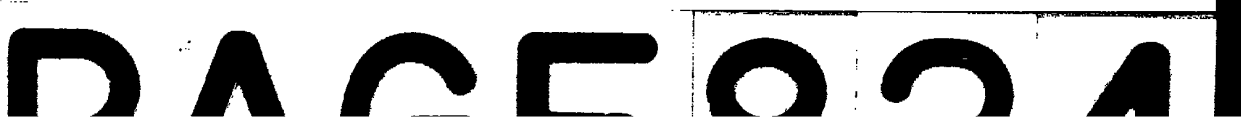
(c) written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for distribution to the owners of Townhome Residences; and

(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.

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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

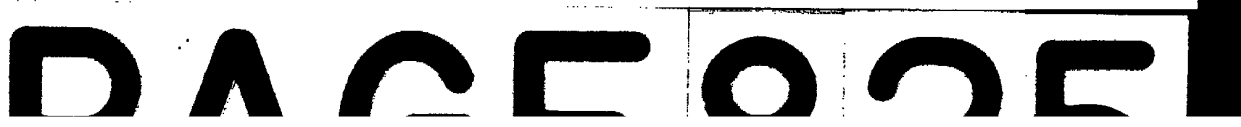
In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the 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 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.

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IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 17 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.

Michael M. Jester

By: [Signature]

Attest: [Signature]

(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

Michael M. Jester

By: [Signature]

Attest: [Signature]

(SEAL)

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DACE 027

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 24th day of January, 1977.

Michael M. Jassler
Notary Public

My Commission Expires: AS LARGE
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 5, 1978
BONDED THRU GENERAL INSURANCE 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 Assistant 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 24th day of January, 1977.

Michael M. Jassler
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 5, 1978
BONDED THRU GENERAL INSURANCE UNDERWRITERS

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DESCRIPTION

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB FACILITY PARK, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

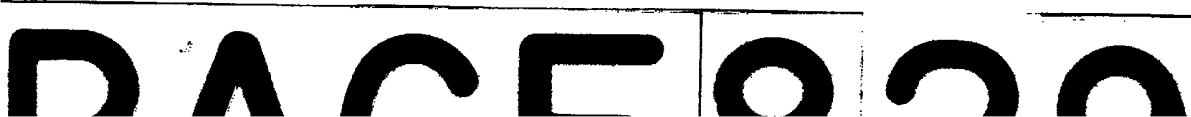
COMMENCE at the Southwest corner of said Parcel 1; thence North $00^{\circ} 12' 47''$ East, along the West boundary of said Parcel 1, a distance of 400.07 feet; thence South $89^{\circ} 47' 13''$ East, 22.00 feet to the Point of Beginning; thence North $00^{\circ} 12' 47''$ East, 71.81 feet; thence South $89^{\circ} 47' 13''$ East, 121.17 feet; thence South $00^{\circ} 12' 47''$ West, 71.81 feet; thence North $00^{\circ} 12' 47''$ East, 121.17 feet to the Point of Beginning. Said lands lying in the City of Miramar, Broward County, Florida.

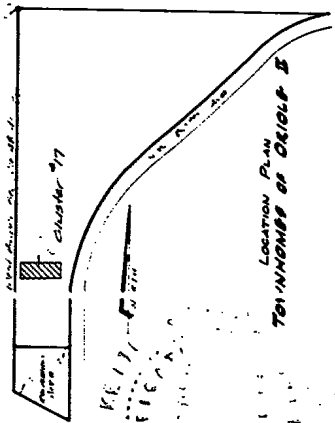
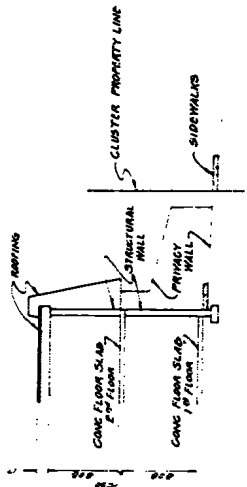
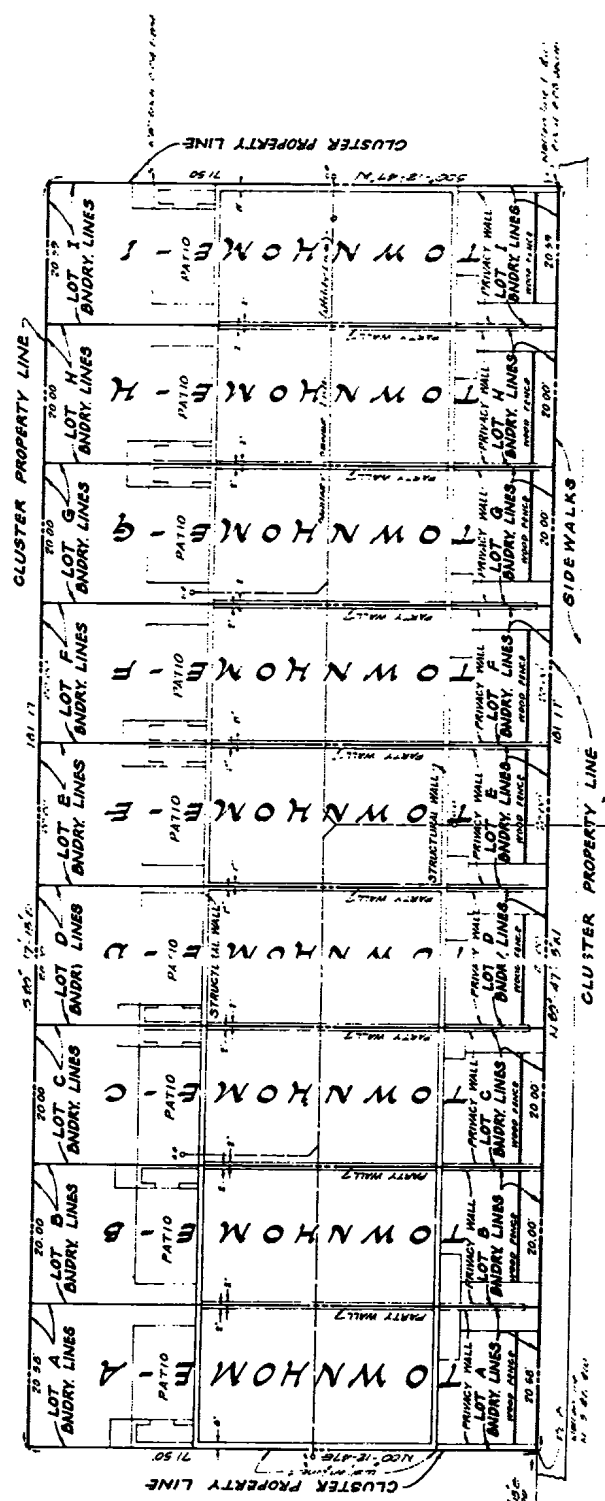
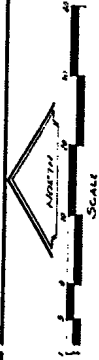
Prepared By:
Thomas F. Schnars, PLS
Dated: April, 1970.

EXHIBIT A

THOMAS F. SCHNARS Licensee, Surveying Solutions, P.A.

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CERTIFICATE: I, Keith and Schinars, Land Surveying Sciences, P.A., do hereby certify that the attached Exhibit B is true and correct as the same was prepared by me or under my direct supervision and belief as prepared by me or under my direct supervision. I further certify that this Exhibit B complies with the requirements adopted by the Florida Society of Professional Land Surveyors and the Florida Land Title Association.

KEITH and SCHINARS
LAND SURVEYING SCIENCES, P. A.
Professional Land Surveyor
Florida State Registration No. 1096

DATED: 11-15-77

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TO DECLARATION OF CLUSTER COVENANTS AND CLUSTER PROPERTY ORIOLE II OF THE TOWNHOMES OF ORIOLE II	DATE: 11-15-77
BY: KEITH and SCHINARS	DATE: 11-15-77
BY: KEITH and SCHINARS	DATE: 11-15-77
BY: KEITH and SCHINARS	DATE: 11-15-77

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 17 of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 17, 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; 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 11 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 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.

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D A C E 0 0 1

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 afordescribed property;
5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 17 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 whomsoever.

Signed, Sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

By: _____

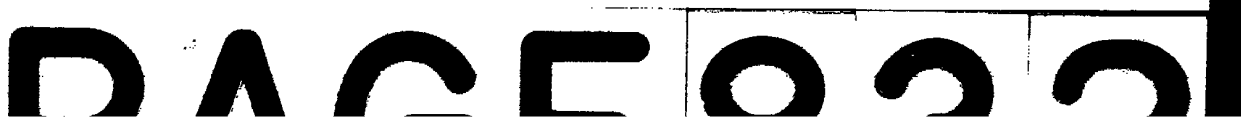
Attest: _____

(SEAL)

Accepted Grantee:

(SEAL)

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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:

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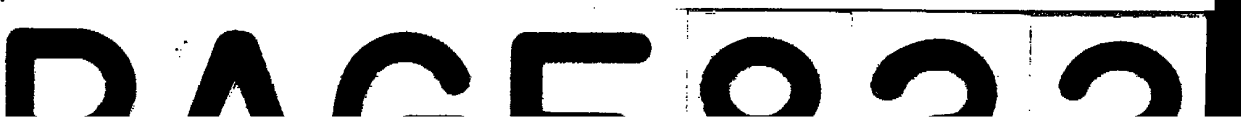


EXHIBIT D
CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 17 shall be allocated a
11.11% share of the Cluster Expenses assessed against Cluster
17.

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D A C E O S A

77- 54750

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 20
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 20 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 20 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 14th day of March, 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 20 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 20") 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 20 Building", referred to herein for brevity as the "Cluster Building") is now

THIS INSTRUMENT PREPARED BY

RETURN TO

MARK F. GRANT, ESQUIRE
RUDEN, BARNETT, McCLOSKEY, SCHUSTER & SCHMERER
P. O. BOX 7276
FORT LAUDERDALE, FLORIDA 33398

RUDEN, BARNETT, McCLOSKEY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 900 N. E. 26th AVENUE, FORT LAUDERDALE, 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 20 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-

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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

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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 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 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. "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:

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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 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.

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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 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, 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

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including the right of use of the Open Areas in the Townhomes of Oriole 11 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 20 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 20 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

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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

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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 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,

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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.

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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.

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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.

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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

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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

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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.

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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 (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

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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

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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 Cluser 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.

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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.

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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

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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.

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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 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.

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IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 20 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.

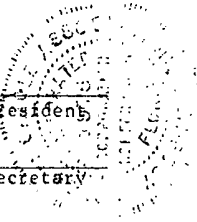
Barbara E. Iliac
Juanita J. Iliac

By: *R. E. Iliac* President
Attest: *[Signature]* Assistant Secretary
(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

Barbara E. Iliac
Juanita J. Iliac

By: *R. E. Iliac* President
Attest: *[Signature]* Secretary
(SEAL)

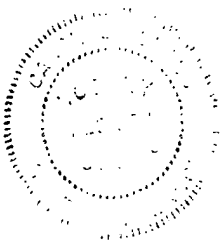


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STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

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 14th day of March, 1976.



[Signature]
Notary Public

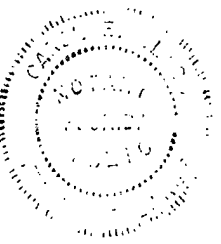
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 11, 1978
Bonded by American Fire & Casualty Co.

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 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 14th day of March, 1976.



[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 11, 1978
Bonded by American Fire & Casualty Co.

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DESCRIPTION

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 20

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.

EXHIBIT A

KEITH ~ SCHNARS Land Surveying Sciences, P.A.

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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 20 of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 20, 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; 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 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.

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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 20 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)

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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:

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EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 20 shall be allocated a
11.11% share of the Cluster Expenses assessed against Cluster
20.

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77-199882

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 22
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 22 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 22 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 19th day of August, 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 22 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 22") 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 22 Building", referred to herein for brevity as the "Cluster Building") is now

THIS INSTRUMENT PREPARED BY
RETURN TO

MARK F. GRANT, ESQUIRE
RUDEN, BARNETT, McCLOSKEY, SCHUSTER & SCHMERER
P. O. BOX 7276
FORT LAUDERDALE, FLORIDA 33338



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6/21/77



"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 22 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.

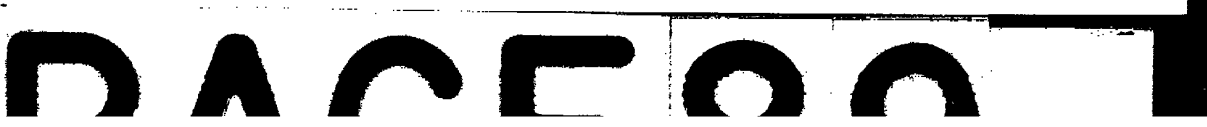
ARTICLE I
DEFINITIONS

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-

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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

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 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. "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:

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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 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, 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

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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 22 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 22 of the Townhomes of Oriole II 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

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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

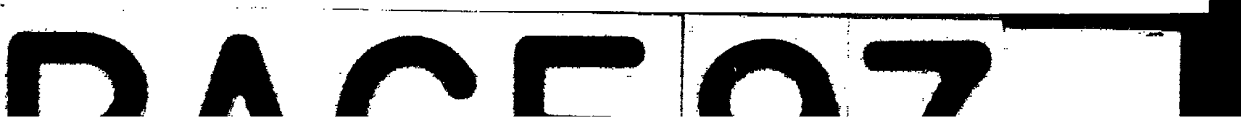
Owners:

(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.



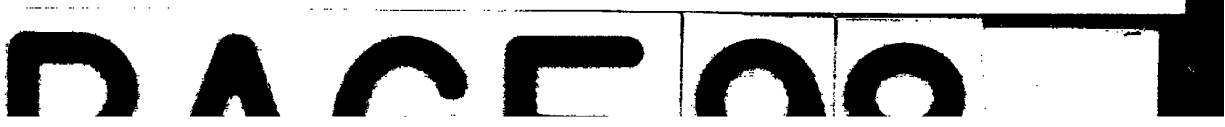
(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall 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,

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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.

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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.

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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.

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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

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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.

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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 (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

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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

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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 Cluser 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 la

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.

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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.

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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

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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.

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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

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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.

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IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 22 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.

Carol E. Glass
Jane C. Huty

By: Eugene H. Berns
Eugene H. Berns, Vice President

Attest: A. Nunez
A. Nunez, Assistant Secretary
(SEAL)

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

Carol E. Glass
Mary E. Rome

By: Eugene H. Berns
Eugene H. Berns, Vice President

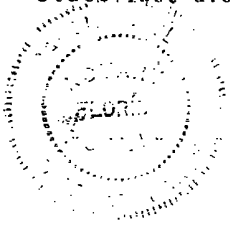
Attest: A. Nunez
A. Nunez, Secretary
(SEAL)

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STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting Eugene H. Berns and Vice President, the Vice President and Assistant Sec., 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 August, 1977.



Carol E. Glass
Notary Public

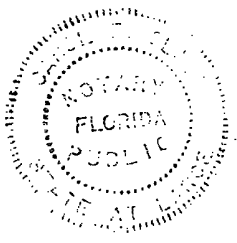
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 11, 1978
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting Eugene H. Berns and A. Nunez, the Vice 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 August, 1977.



Carol E. Glass
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 11, 1978
Bonded by American Fire & Casualty Co.

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DACE 1114

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.

EXHIBIT A

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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 22 of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 22, 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; 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 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.

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D A C E 1 1 7

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 22 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: _____

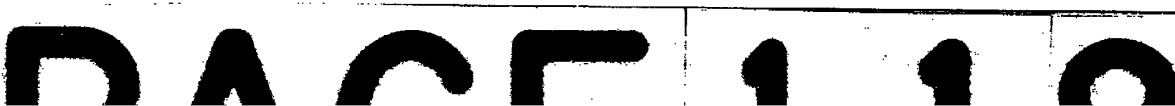
Attest: _____

(SEAL)

Accepted Grantee:

(SEAL)

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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:

OFF.
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DAC 110

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 22 shall be allocated a
11.11% share of the Cluster Expenses assessed against Cluster 22.

OFF
REC: 7193 PAGE 120

D A C E 1 2 0

78- 3365

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 24
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 24 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 24 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 3 day of April, 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 24 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 24") 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 24 Building", referred to herein for brevity as the "Cluster Building") is now

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PREPARED BY
RETURN TO

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



100-2067-128
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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 24 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-

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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

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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 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. "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:

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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 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.

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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 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, 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

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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 24 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 24 of the Townhomes of Oriole II 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

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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

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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.

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(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,

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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.

(5) 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.

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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.

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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.

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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

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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

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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.

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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 (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

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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

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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.

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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.

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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

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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.

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

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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.

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IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 24 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

Christina A. Papp

Mary E. Chapman

Christina A. Papp

Mary E. Chapman

ORIOLE HOMES CORP.

By: R.D. Levy
R.D. Levy, Chairman of the Board and Chief Executive Officer

Attest: [Signature]
Antonio Nunez, Assistant Secretary
(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: Richard D. Levy
Richard D. Levy, President

Attest: [Signature]
A. Nunez, Secretary

(SEAL)

OFF. REC. 7367 PAGE 1.8

STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

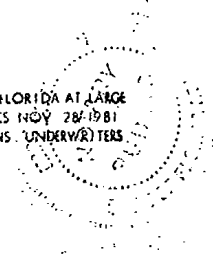
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R.D. Levy and Antonio Nunez, the Chairman of the Board and Chief Executive Officer and Assistant Secretary, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and 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 3rd day of January, 1978.

Mary E. Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 28 1981
BONDED THRU GENERAL INS. UNDERWRITERS



STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

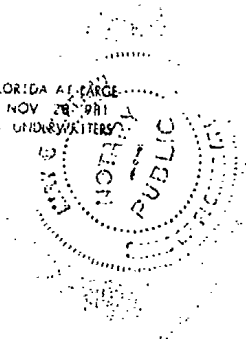
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting Richard D. Levy and A. Nunez, the President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC. to me known to be the persons who signed the foregoing instrument as such officers, and 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 3rd day of January, 1978.

Mary E. Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 28 1981
BONDED THRU GENERAL INS. UNDERWRITERS



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Exhibit A

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 $00^{\circ} 12' 47''$ West, along the West boundary of said Parcel 1, a distance of 253.37 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 lying in the City of Margate, Broward County, Florida.

Prepared By:
Thomas F. Schnars, PLS.
Dated: September 28, 1976

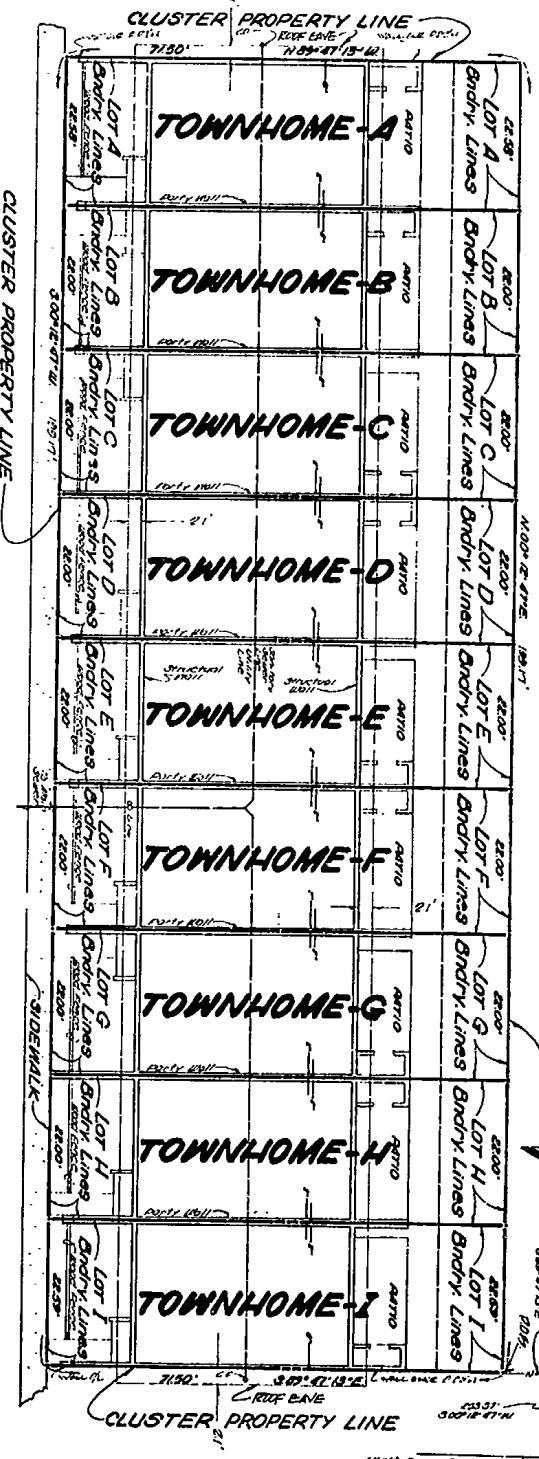
KEITH SCHNARS Land Surveying Sciences, P.A.

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OFF. 7307 PAGE 121
REC. 7307

SCALE

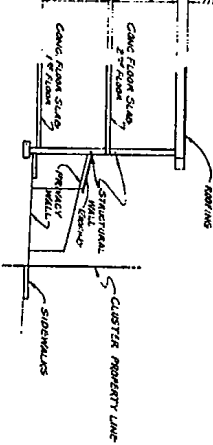
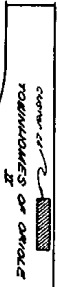
CLUSTER PROPERTY LINE



NOTE:
C.O. - INDICATES SEWER CLEANOUT.

CERTIFICATE:
I, KEITH V. SCHNARS, Surveyor, do hereby certify that the attached plat is a true and correct copy of the original plat as filed in my office, and that the same has been approved by the Florida Society of Professional Surveyors and the Florida Land Surveyors Association.
DATE: December 15, 1977

STATE OF FLORIDA
KEITH V. SCHNARS
Surveyor
No. 10,165
C.O. No. 1650



SECTION AT
ENTRANCE COURT

EXHIBIT B
COVENANTS
AND CROSS
REFERENCES FOR
CLUSTER OF
TOWNHOMES OF
ORLAGE II

TO DECATUR COUNTY
OF THE
TOWNHOMES OF
ORLAGE II

KEITH V. SCHNARS, Land Surveying Services, P.A.
One Plaza, Indian Trail, Stone Mt. Industrial, Stone Mt. GA 30150

DATE	12-15-77
TIME	4:00 PM
DATE	12-15-77
TIME	4:00 PM

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 24 of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 24, 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; 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 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.

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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 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 24 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)

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REC.

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 _____, 197__.

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 _____, 197__.

Notary Public

My Commission Expires:

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EXHIBIT D
CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 24 shall be allocated a one-ninth (1/9) share of the Cluster Expense assessed against Cluster 24.

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REC: 7367

RECEIVED
CLUSTER EXPENSE ALLOCATION
EXHIBIT D

78-153495

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 26
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 26 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 26 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 19th day of June, 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 26 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 26") 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

78 JUN 19 PM 3:15

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103
OK

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 26 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 26 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

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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

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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

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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

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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

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"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

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Graphic Description) is henceforth legally described as follows:

Townhome A of Cluster 26 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 26 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

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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

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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

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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

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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 (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 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

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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

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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 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.

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

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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.

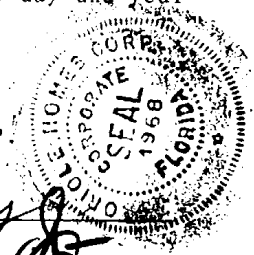
IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 26 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

T. M. Conrad
Mary E. Chapman

ORIOLE HOMES CORP.

By: R.D. Levy
Attest: [Signature]
(SEAL)



THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

T. M. Conrad
Mary E. Chapman

By: R.D. Levy
Attest: [Signature]
(SEAL)



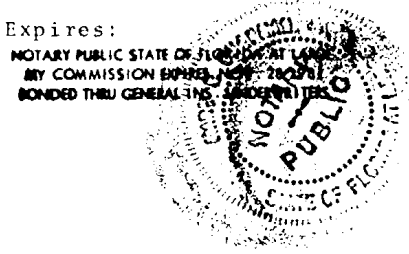
STATE OF FLORIDA)
:
COUNTY OF BROWARD)

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 19th day of June, 1978.

Mary E. Chapman
Notary Public

My Commission Expires:



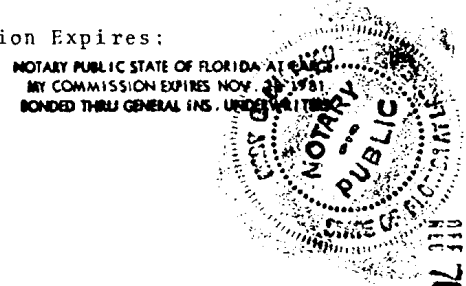
STATE OF FLORIDA)
:
COUNTY OF BROWARD)

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 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 June, 1978.

Mary E. Chapman
Notary Public

My Commission Expires:



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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:

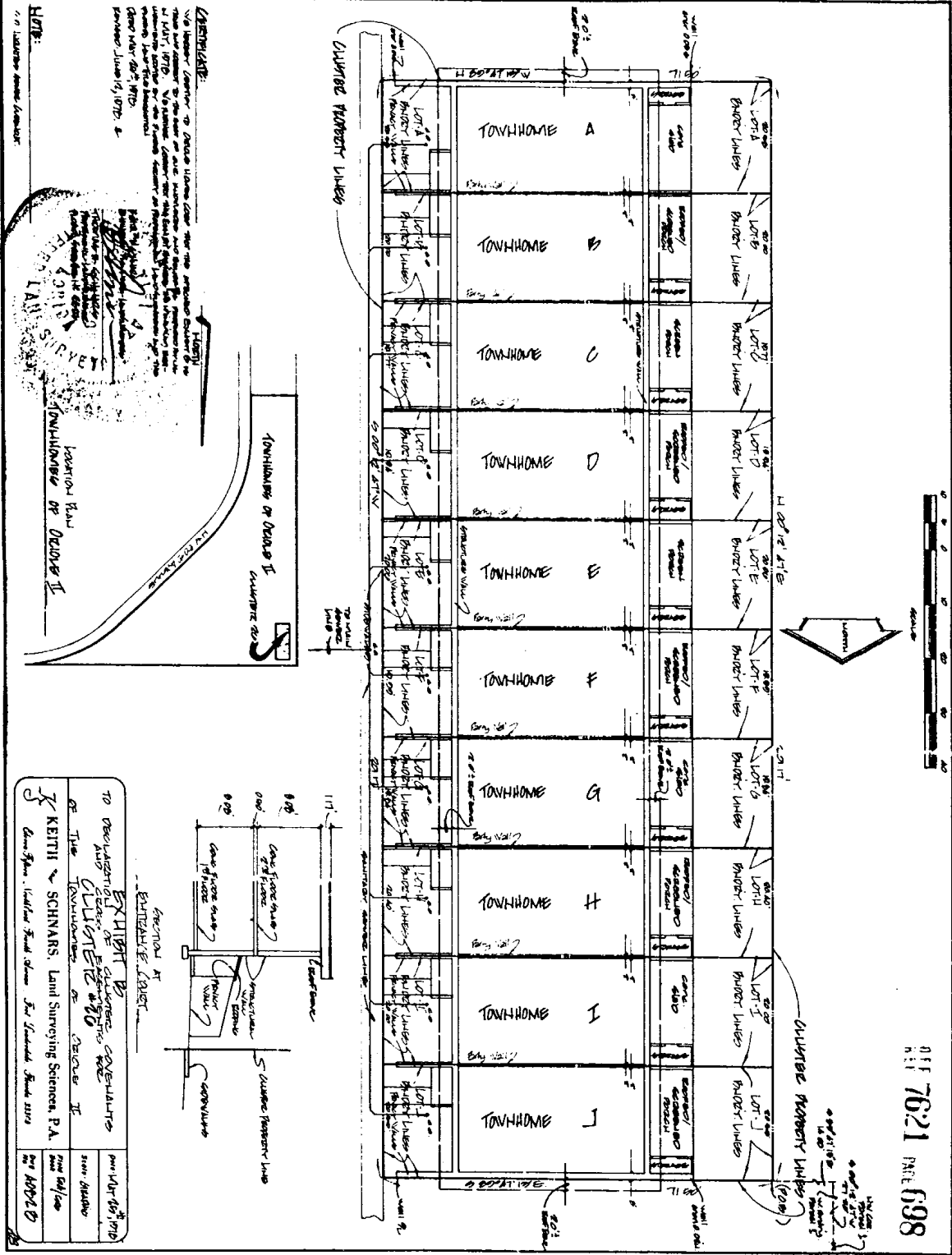
COMMENCE at the Northwest corner of said Parcel 1; thence South $00^{\circ} 12' 47''$ West, along the West line of said Parcel 1, a distance of 27.20 feet; thence South $89^{\circ} 47' 13''$ East, 14.00 feet to the POINT OF BEGINNING; thence continue South $89^{\circ} 47' 13''$ East, 71.50 feet; thence 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.

PREPARED BY:
Thomas F. Schnars, PLS
DATED: August 9, 1977

KEITH ~ SCHNARS Land Surveying Sciences, P.A.

EXHIBIT A

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DATE 7-21-98 PAGE 698

LEGEND:
 1/2" = 1'-0" Scale
 1/4" = 1'-0" Scale
 1/8" = 1'-0" Scale
 1/16" = 1'-0" Scale
 1/32" = 1'-0" Scale
 1/64" = 1'-0" Scale
 1/128" = 1'-0" Scale
 1/256" = 1'-0" Scale
 1/512" = 1'-0" Scale
 1/1024" = 1'-0" Scale
 1/2048" = 1'-0" Scale
 1/4096" = 1'-0" Scale
 1/8192" = 1'-0" Scale
 1/16384" = 1'-0" Scale
 1/32768" = 1'-0" Scale
 1/65536" = 1'-0" Scale
 1/131072" = 1'-0" Scale
 1/262144" = 1'-0" Scale
 1/524288" = 1'-0" Scale
 1/1048576" = 1'-0" Scale
 1/2097152" = 1'-0" Scale
 1/4194304" = 1'-0" Scale
 1/8388608" = 1'-0" Scale
 1/16777216" = 1'-0" Scale
 1/33554432" = 1'-0" Scale
 1/67108864" = 1'-0" Scale
 1/134217728" = 1'-0" Scale
 1/268435456" = 1'-0" Scale
 1/536870912" = 1'-0" Scale
 1/1073741824" = 1'-0" Scale
 1/2147483648" = 1'-0" Scale
 1/4294967296" = 1'-0" Scale
 1/8589934592" = 1'-0" Scale
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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 26 of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 26, 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; 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 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.

REF 7021 PAGE 699

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 26 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)

REC 7621 PAGE 700

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:

SEP 76:21 FILE 701

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 26 shall be allocated a 10.00% share of the Cluster Expenses assessed against Cluster 26.

RECORDED BY THE OFFICIAL RECORDER
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

REC 7621 REC 702

78-167107

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 27
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 27 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 27 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 29th day of June, 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 27 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 27") 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

78 JUN 30 PM 4 12

REC 7645 PM 490

1639

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 27 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 27 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 27 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 27 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

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

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 (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 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

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

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.

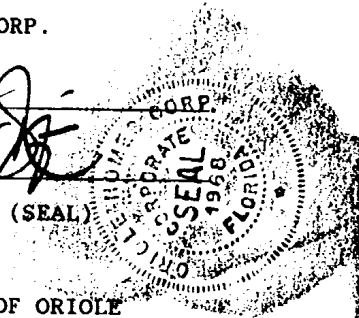
IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 27 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

ORIOLE HOMES CORP.

Mary E. Chapman
Nancy E. LaHonde

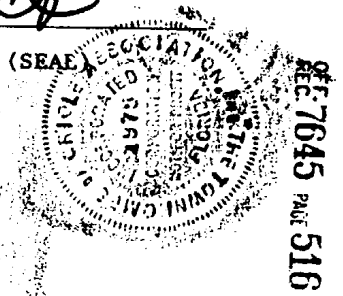
By: RD Lenz
Attest: [Signature]



THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

Mary E. Chapman
Nancy E. LaHonde

By: RD Lenz
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 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 29th day of June, 1978.

Mary E. Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 28 1980
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 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 29th day of June, 1978.

Mary E. Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 28 1980
BONDED THRU GENERAL INS. UNDERWRITERS

7645
PAGE 517

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:

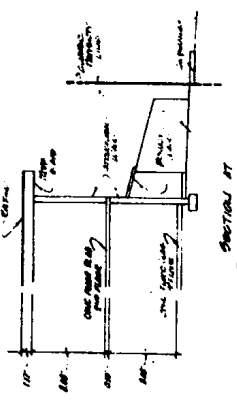
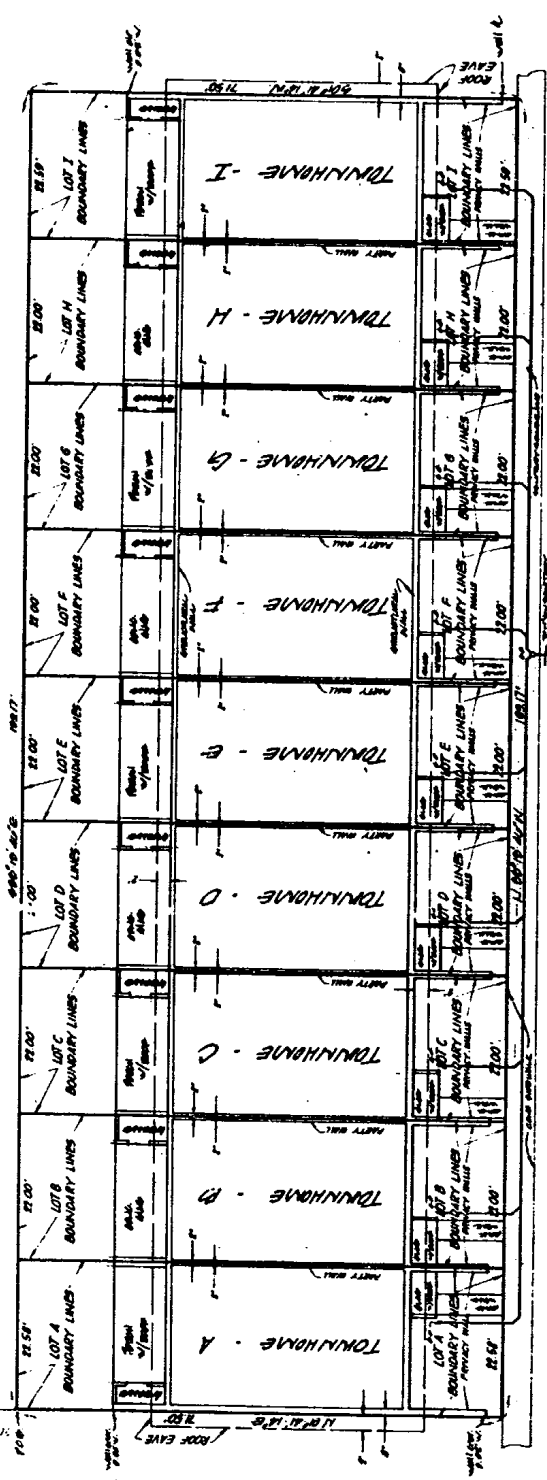
COMMENCE at the Northwest corner of said Parcel 1; thence South 88° 18' 46" East, along the North line of said Parcel 1, a distance of 118.89 feet; thence South 01° 41' 14" West, 14.00 feet to the POINT OF BEGINNING; thence South 88° 18' 46" East, 199.17 feet; thence South 01° 41' 14" West, 71.50 feet; thence North 88° 18' 46" West, 199.17 feet; thence North 01° 41' 14" East, 71.50 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

PREPARED BY:
Thomas F. Schnars, PLS
DATED: August 9, 1977

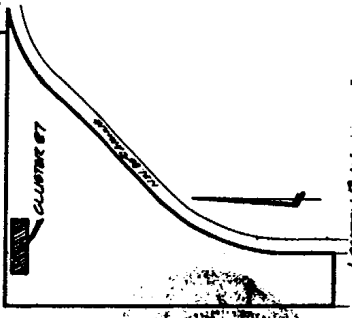
KEITH ~ SCHNARS Land Surveying Sciences, P.A.

EXHIBIT A

OFF: 7645
PAGE: 518



DATE	NOV 10 2010
PROJECT	CLUSTER #7
OWNER	KEITH & SCHNARS, Land Surveying Services, P.A.
SCALE	1" = 40'-0"



CONSENTS:
 We hereby certify that the above plat was prepared by us or under our direct supervision and that we are duly licensed and qualified to practice as land surveyors in the State of Pennsylvania. We further certify that the above plat is a true and correct copy of the original as shown to us by the owner or his authorized representative.

Keith & Schnars, Land Surveying Services, P.A.
 Keith Schnars, P.E.
 Keith Schnars, P.E.
 Keith Schnars, P.E.

OFF: 7645 PAUC 519

14074

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 27 of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 27, 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 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.

REC: 7645
PAGE: 520

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 27 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:

OFF: 7645
REC: 5222

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 27 shall be allocated a
1/9 share of the Cluster Expenses assessed against Cluster 27.

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

REC-7645
PAGE 523

78-294258

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 28
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 28 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 28 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 7th day of November, 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 28 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 28") 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

Nov 5 4 21 PM '78

THE 7865 PAGE 125

**PREPARED BY
RETURN TO** →

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

103
M

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 28 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 28 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 28 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 28 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 herein) 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

SEP 1985
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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 (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 Townhome Residence Owners; (ii) not less than \$1,000,000.00 covering all claims for

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PAGE 143

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

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

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

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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.

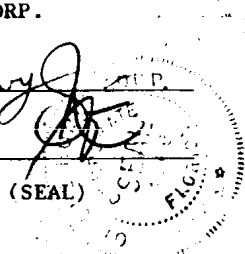
IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 28 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

ORIOLE HOMES CORP.

Mary E. Chapman
Nancy E. LaLonde

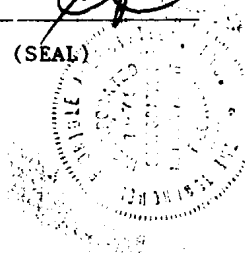
By: R.D. Lenz
Attest: _____
(SEAL)



THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

Mary E. Chapman
Nancy E. LaLonde

By: R.D. Lenz
Attest: _____
(SEAL)



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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 7th day of November, 1978.

Mary E. Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
BY COMMISSION EXPIRES NOV. 28 1981
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 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 7th day of November, 1978.

Mary E. Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
BY COMMISSION EXPIRES NOV. 28 1981
BONDED THRU GENERAL INS. UNDERWRITERS

NOV 28 1978

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 28

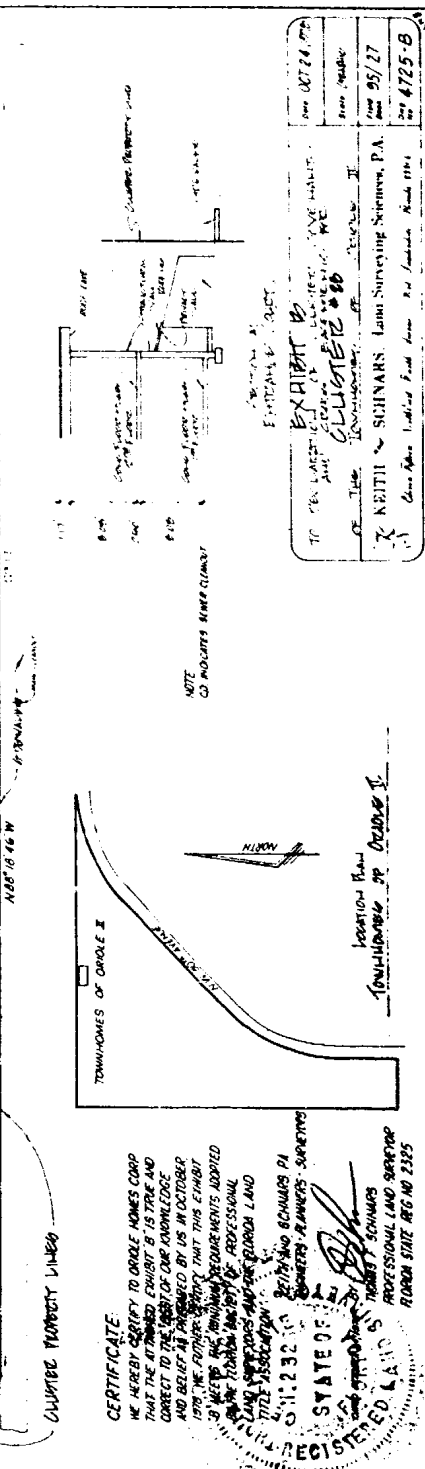
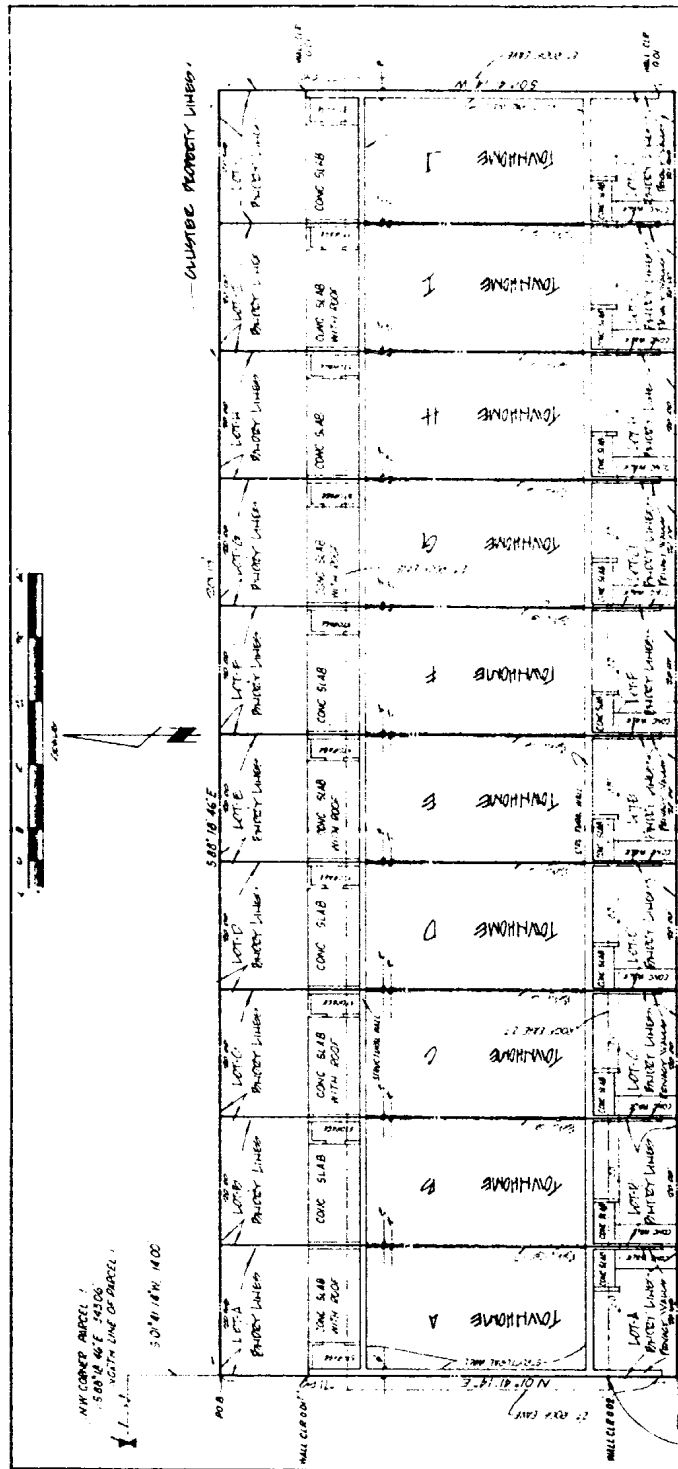
A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

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 343.06 feet; thence South 01° 41' 14" West, 14.00 feet to the POINT OF BEGINNING; thence South 88° 18' 46" East, 201.17 feet; thence South 01° 41' 14" West, 71.50 feet; thence North 88° 18' 46" West, 201.17 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

EXHIBIT A

FILED
FEB 21 1978
PLS



CERTIFICATE
 WE HEREBY CERTIFY TO ORACLE HOMES CORP
 THAT THE ATTACHED EXHIBIT B IS TRUE AND
 CORRECT TO THE BEST OF OUR KNOWLEDGE
 AND BELIEF AS FURNISHED BY US IN OCTOBER
 1970. THE FURTHER SERVICE THAT THIS EXHIBIT
 IS MEETS THE REQUIREMENTS ADMITTED
 TO THE FLOOR PLAN OF PROFESSIONAL
 LAND SURVEYORS AND THE GROUND LAND
 TITLE ASSOCIATION.
 OCT 23 1970
 JOHN W. SCHNARS PI
 ENGINEER - PLANNERS - SURVEYOR
 STATE OF PENNSYLVANIA
 REGISTERED LAND SURVEYOR
 PROFESSIONAL LAND SURVEYOR
 PENNSYLVANIA REG NO 2325

TO THE LARGEST PORTION OF THE SUBJECT PROPERTY WE	DATE	NOV 24 1970
OF THE SUBJECT PROPERTY WE	DATE	NOV 27 1970
BY THE SURVEYOR	DATE	NOV 27 1970
BY THE ENGINEER	DATE	NOV 27 1970
BY THE ARCHITECT	DATE	NOV 27 1970
BY THE CONTRACTOR	DATE	NOV 27 1970
BY THE OWNER	DATE	NOV 27 1970

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 28 of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 28, 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 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.

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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 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 28 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)

THE
7065
and
126

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 28 shall be allocated a 10.00% share of the Cluster Expenses assessed against Cluster 28.

RECORDED IN THE OFFICIAL RECORDS ROOM
OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
COUNTY ADMINISTRATOR

APR 28 1985

78-253205

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 32
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 32 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 32 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 4th day of October, 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 32 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 32") 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 E. ...
RUDEN, BARNETT, McCLOSKEY & SCHUSTER
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

OCT 4 PM 3:46

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10300

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 32 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 32 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 32 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 32 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

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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

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

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

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

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.

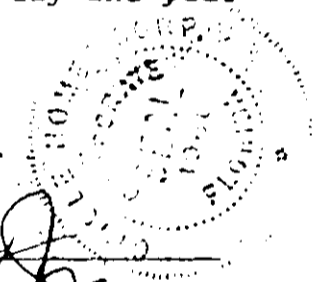
IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 32 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

Mary Chapman
Frank Church

ORIOLE HOMES CORP.

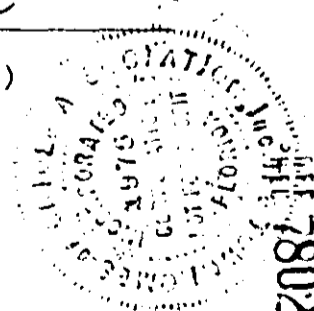
By: R.D. Levy
Attest: [Signature]
(SEAL)



Mary Chapman
Frank Church

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: R.D. Levy
Attest: [Signature]
(SEAL)



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 4th day of October, 1978.

[Signature]
Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 28 1981
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 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 4th day of October, 1978.

[Signature]
Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 28 1981
BONDED THRU GENERAL INS UNDERWRITERS

FILE 7802 PAGE 217

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 32

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° 12' 47" West, along the said West boundary of said Parcel 1, a distance of 372.38 feet; thence South 89° 47' 13" East, 406.12 feet to the POINT OF BEGINNING; thence North 83° 19' 10" East, 71.50 feet; thence South 06° 40' 50" East, 133.17 feet; thence South 83° 19' 10" West, 71.50 feet; thence North 06° 40' 50" West, 133.17 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

PREPARED BY:
Thomas F. Schnars, PLS
DATED: February 21, 1978

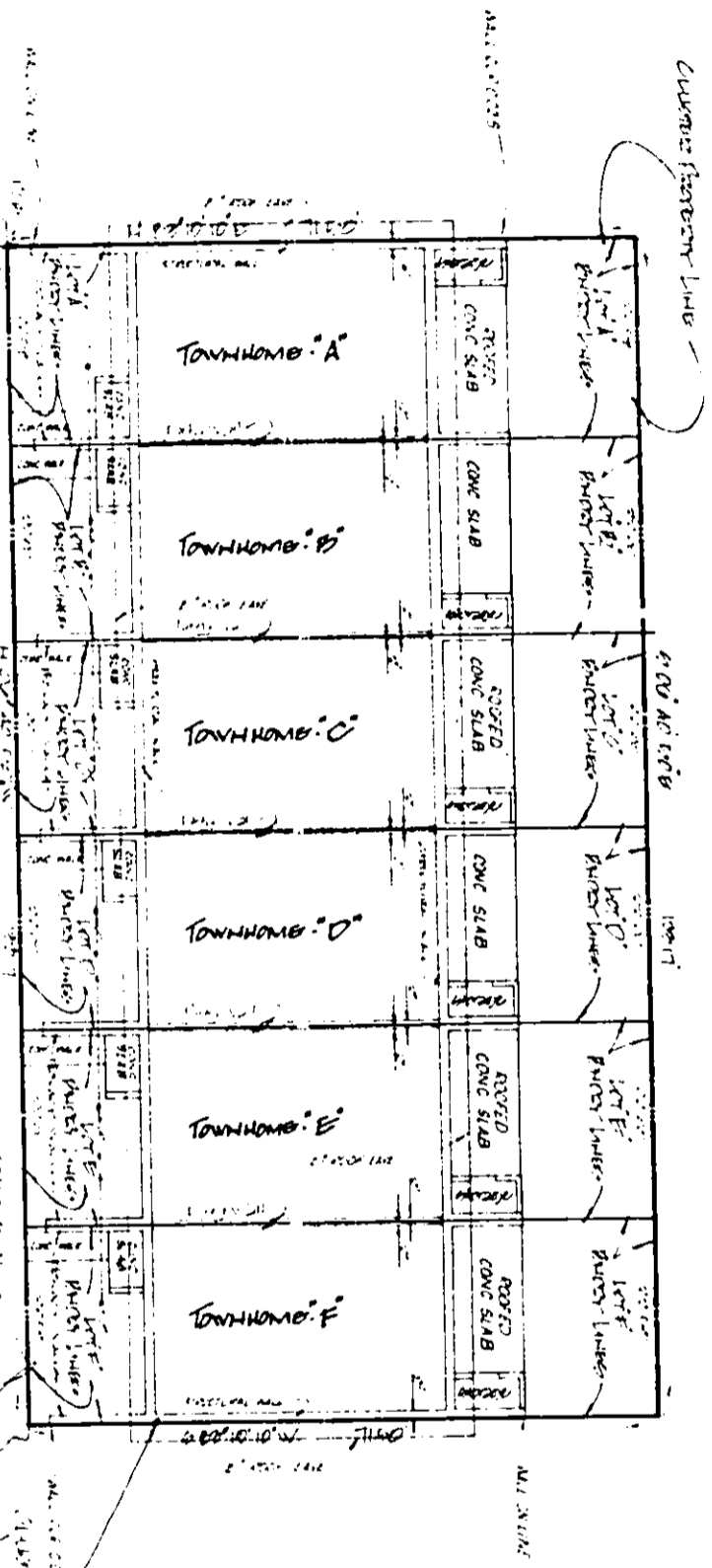
KEITH and SCHNARS, P.A. Engineers - Planners - Surveyors

EXHIBIT A

FILE 7802 PAGE 218



FILE 7802 PAGE 219



CERTIFICATE:

I, the undersigned, being a duly qualified and licensed Professional Engineer, do hereby certify that the above described plan and specifications were prepared by me or under my direct supervision and that I am a duly qualified and licensed Professional Engineer in the State of Pennsylvania.

NOTE:

1. The owner is to provide all necessary permits for the construction of the above described project.

2. The owner is to provide all necessary utility lines for the construction of the above described project.

3. The owner is to provide all necessary site work for the construction of the above described project.

4. The owner is to provide all necessary materials for the construction of the above described project.

5. The owner is to provide all necessary labor for the construction of the above described project.

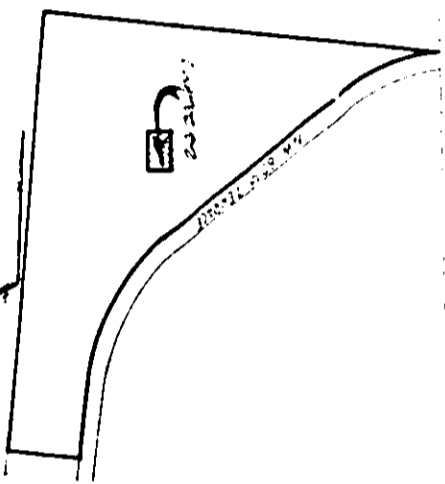
6. The owner is to provide all necessary supervision for the construction of the above described project.

7. The owner is to provide all necessary coordination for the construction of the above described project.

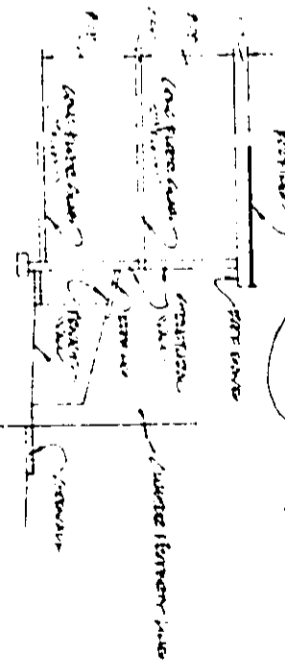
8. The owner is to provide all necessary communication for the construction of the above described project.

9. The owner is to provide all necessary record keeping for the construction of the above described project.

10. The owner is to provide all necessary final inspection for the construction of the above described project.



SECTION AT ENTRANCE GARAGE



SECTION AT ENTRANCE GARAGE

<p>EXHIBIT B</p> <p>TO: STRUCTURAL SECTION OF PERMITS</p> <p>FROM: CLUSTER 32</p> <p>DATE: 09/22</p> <p>PROJECT: 11</p>		<p>DATE: 0-11-78</p> <p>BY: [Signature]</p>
<p>BY: KEITH SCHNAHS, Land Surveying Sciences, P.A.</p> <p>Address: [Address]</p>		<p>DATE: 09/22</p> <p>BY: [Signature]</p>
<p>PROJECT: [Project Name]</p>		<p>DATE: 4527 B</p>

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 32 of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 32, 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 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.

NET 7802 PAGE 220

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 32 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:

REF 7802 PAGE 222

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 32 shall be allocated a one-sixth (1/6) share of the Cluster Expenses assessed against Cluster 32.

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

REC 7802 PAGE 223

78-276350

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 33
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 33 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 33 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 23rd day of October, 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 33 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 33") 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

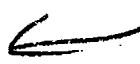
WHEREAS, the Declaration, Supplement and Additional Supplements call for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration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

PREPARED BY
RETURN TO

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

REC 24 4 02 PM '78

REC 7834 PAGE 409



WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 33 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 33 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 33 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 33 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 Townhome 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

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

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 (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 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

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

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 33 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

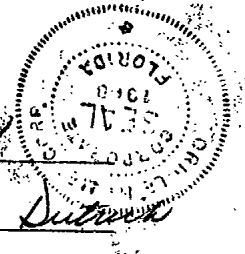
Karen Zinkelstein
Michael A. Jacobs

ORIOLE HOMES CORP

By:

Attest:

(SEAL)



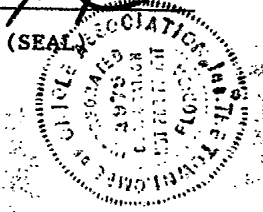
THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

Karen Zinkelstein
Michael A. Jacobs

By:

Attest:

(SEAL)



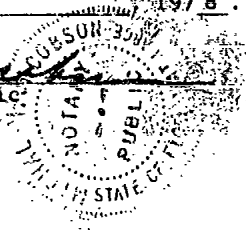
DEC 19 1993
REC 7834
PAGE 435

STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting A. Nunez and Ruthann Dietrich, the Vice 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 23 day of October, 1978.

Michael M. Jackson
Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES
BONDED THROUGH GENERAL INVESTMENT

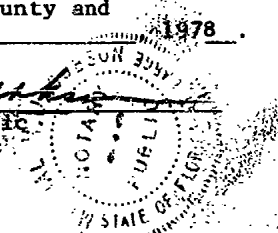


STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting Peter W. Schwab and A. Nunez, the Vice 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 23 day of October, 1978.

Michael M. Jackson
Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES
BONDED THROUGH GENERAL INVESTMENT



OFF: 7834 PAGE 430

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 33

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:

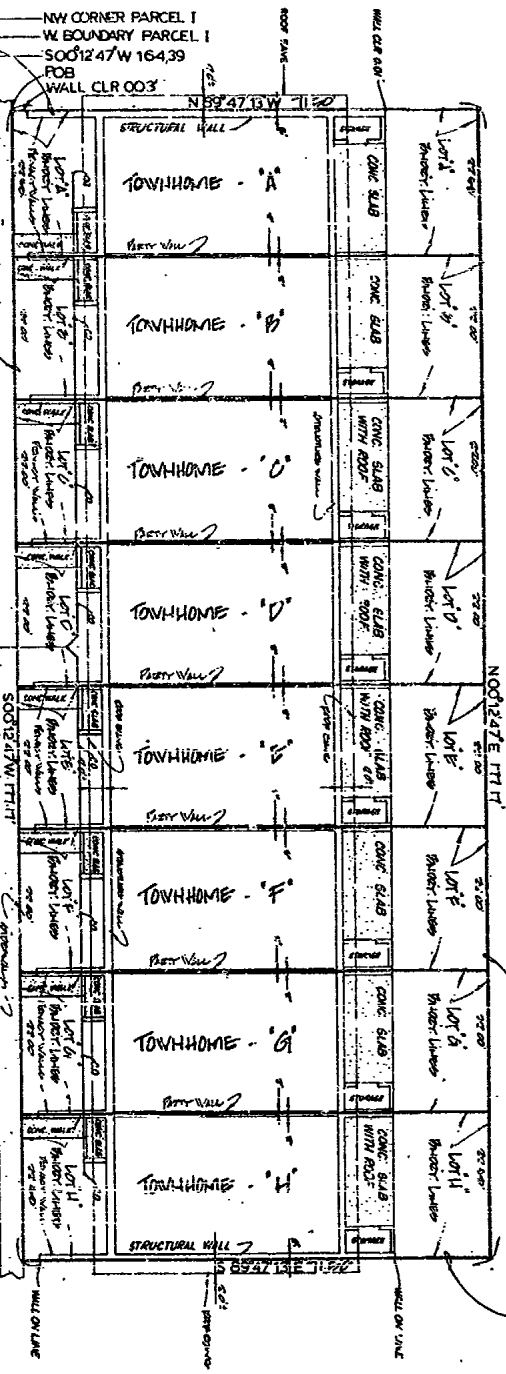
COMMENCE at the Northwest corner of said Parcel 1; thence South $00^{\circ} 12' 47''$ West, along the West boundary of said Parcel 1, a distance of 164.39 feet; thence South $89^{\circ} 47' 13''$ East, 408.42 feet to the POINT OF BEGINNING; thence continue South $89^{\circ} 47' 13''$ East, 71.50 feet; thence South $00^{\circ} 12' 47''$ West, 177.17 feet; thence North $89^{\circ} 47' 13''$ West, 71.50 feet; thence North $00^{\circ} 12' 47''$ 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: February 21, 1978

KEITH & SCHNARS, P.A. Engineers - Planners - Surveyors

EXHIBIT A

REC 7834 PAGE 437



GENERAL NOTES:

1. The Developer hereby certifies that the information provided in this plan is true and correct to the best of his knowledge and belief, and that he is not aware of any facts or circumstances which might render this information false or misleading.

2. The Developer hereby certifies that the information provided in this plan is true and correct to the best of his knowledge and belief, and that he is not aware of any facts or circumstances which might render this information false or misleading.

3. The Developer hereby certifies that the information provided in this plan is true and correct to the best of his knowledge and belief, and that he is not aware of any facts or circumstances which might render this information false or misleading.

Notes: 1. See attached power of attorney.

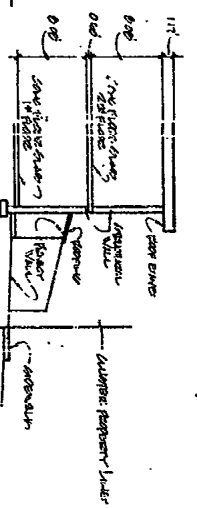
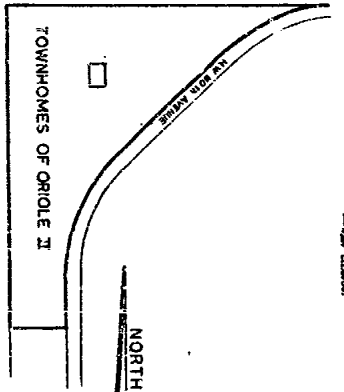


EXHIBIT A

TO DEVELOPER: J. KEITH & SCHNARS, Land Surveying Services, P.A.

DATE: 08/21/18

PROJECT: TOWNHOMES OF ORIOLE II

SCALE: AS SHOWN

DATE: 08/21/18

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 33 of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 33, 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 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.

REC-7834 PAGE 439

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 33 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)

REC-7834 PAGE 440

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:

REC-7834 POC 441

EXHIBIT D
CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 33 shall be allocated a one-eighth (1/8) share of the Cluster Expenses assessed against Cluster 33.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
ACTING COUNTY ADMINISTRATOR

REC-7834 PART 4/12

78-330124

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 36
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 36 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 36 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 6th day of December, 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 36 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 36") 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 R. SCHUSTER
RUDEN, BARNETT, McCLOSKEY & SCHUSTER
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

DEC 14 3 52 PM '78

REC 7929 PAGE 521

10 3 5

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 36 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 36 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 36 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 36 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:

(i) 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

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 (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 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

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

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.

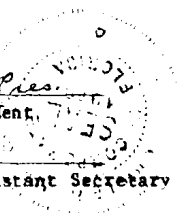
IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 36 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

Rudman Sittick
Michael M. Jacobs

ORIOLE HOMES CORP.

By: *R. D. Levy, Pres.*
R. D. Levy, President
Attest: *A. Nunez*
A. Nunez, Assistant Secretary
(SEAL)



THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

Rudman Sittick
Michael M. Jacobs

By: *R. D. Levy, Pres.*
R. D. Levy, President
Attest: *A. Nunez*
A. Nunez, Secretary
(SEAL)



REF ID: 7929 PAGE 547

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 6 day of December, 1978.


Notary Public

My Commission Expires: _____
MY COMMISSION EXPIRES FEB 1981
BONDED THRU GENERAL INSURANCE CO.



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 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 6 day of December, 1978.


Notary Public

My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB 1981
BONDED THRU GENERAL INSURANCE CO.



OFF 7929 PAGE 548

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 36

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:

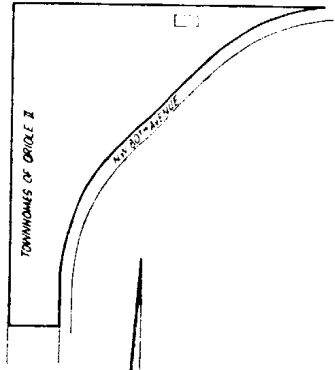
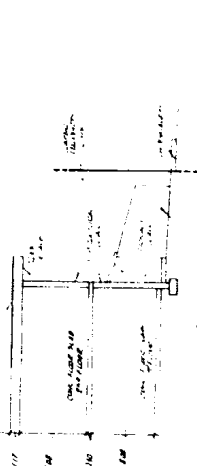
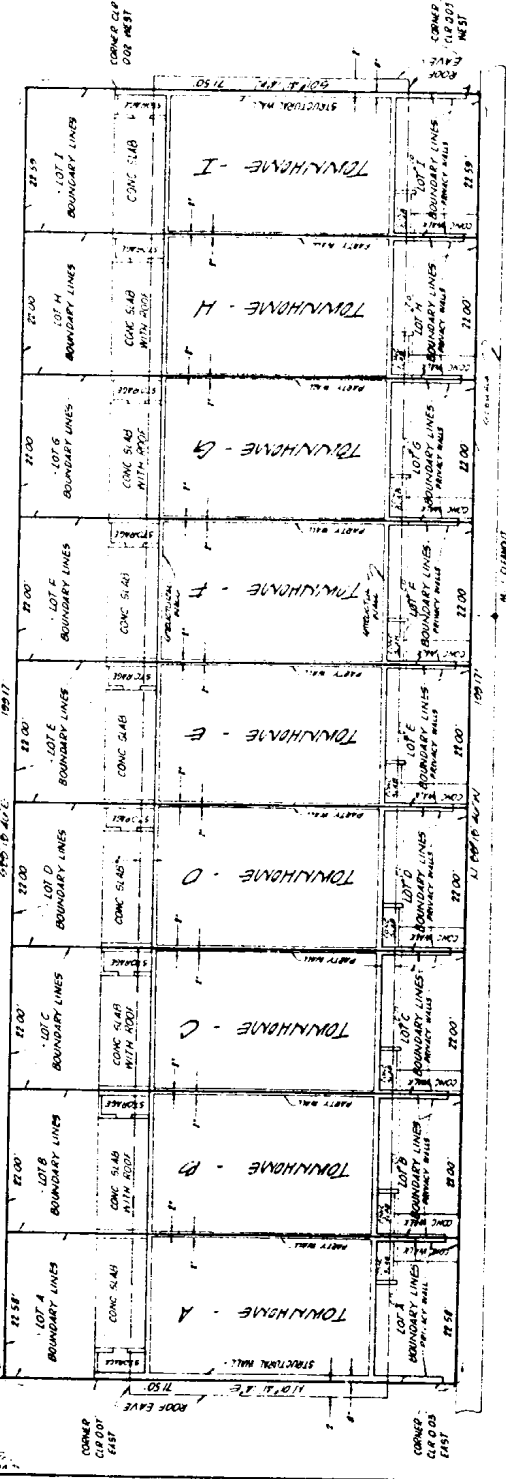
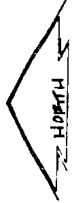
COMMENCE at the Northwest corner of said Parcel 1; thence South 88° 18' 46" East, along the North line of said Parcel 1, a distance of 569.23 feet; thence South 01° 41' 14" West, 14.00 feet to the POINT OF BEGINNING; thence South 88° 18' 46" East, 199.17 feet; thence South 01° 41' 14" West, 71.50 feet; thence North 88° 18' 46" West, 199.17 feet; thence North 01° 41' 14" East, 71.50 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

PREPARED BY:
Thomas F. Schnars, PLS
DATED: February 21, 1978

KEITH and SCHNARS, P.A. Engineers - Planners - Surveyors

EXHIBIT A

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CERTIFICATE:
 We hereby certify that these townhome lots have been surveyed and shown to be in accordance with the plat and that the same are subject to the provisions of the Pennsylvania Act of June 22, 1932, relating to the subdivision of land into lots and the filing of such plats.

WITNESSED my hand and the seal of my office this 11th day of November, 1978.

DATED NOVEMBER 14 1978

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11/14/78
 S.P. SCHNARS, Surveyor

TO EXHIBIT B	DATE 11-14-78
ADDENDUM TO EXHIBIT A	
CLUSTER 200	
OF THE TOWNHOMES OF ORIOLE II	
S.P. SCHNARS, Land Surveying Services, P.A.	
1200	NOV 95-92
1200	NOV 4022-B

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 36 of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 36, 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 aforesaid
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.

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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 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 36 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 36 shall be allocated a one-ninth (1/9) share of the Cluster Expenses assessed against 36.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
B. R. KAUF
COUNTY ADMINISTRATOR

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78-330123

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 38
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 38 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 38 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 6th day of December, 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 38 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 38") 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

Dec 14 3 52 PM '78

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WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 38 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 38 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 3 8of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 38 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

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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

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

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 (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 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

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

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.

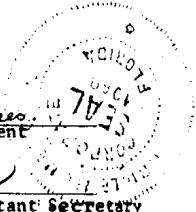
IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 3 8of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

ORIOLE HOMES CORP.

By: R. D. Levy, President

Attest: A. Nunez, Assistant Secretary
(SEAL)

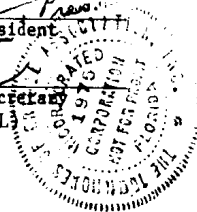


Rudman Suttick
Michael M. Grohn

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

By: R. D. Levy, President

Attest: A. Nunez, Secretary
(SEAL)



Rudman Suttick
Michael M. Grohn

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 6 day of December, 1978.

Michael M. Jacobson
Notary Public
My Commission Expires 12/31/80
BONDED THROUGH GENERAL INSURANCE COMPANY

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 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 6 day of December, 1978.

Michael M. Jacobson
Notary Public
My Commission Expires 12/31/80
BONDED THROUGH GENERAL INSURANCE COMPANY

~~RECORDED~~
~~IN~~
~~THE~~
~~OFFICE~~
~~OF~~
~~THE~~
~~CLERK~~
~~OF~~
~~THE~~
~~STATE~~

REC 7929 PAGE 514

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 38

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 793.40 feet; thence South 01° 41' 14" West, 14.00 feet to the POINT OF BEGINNING; thence South 88° 18' 46" East, 201.17 feet; thence South 01° 41' 14" West, 71.50 feet; thence North 88° 18' 46" West, 201.17 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

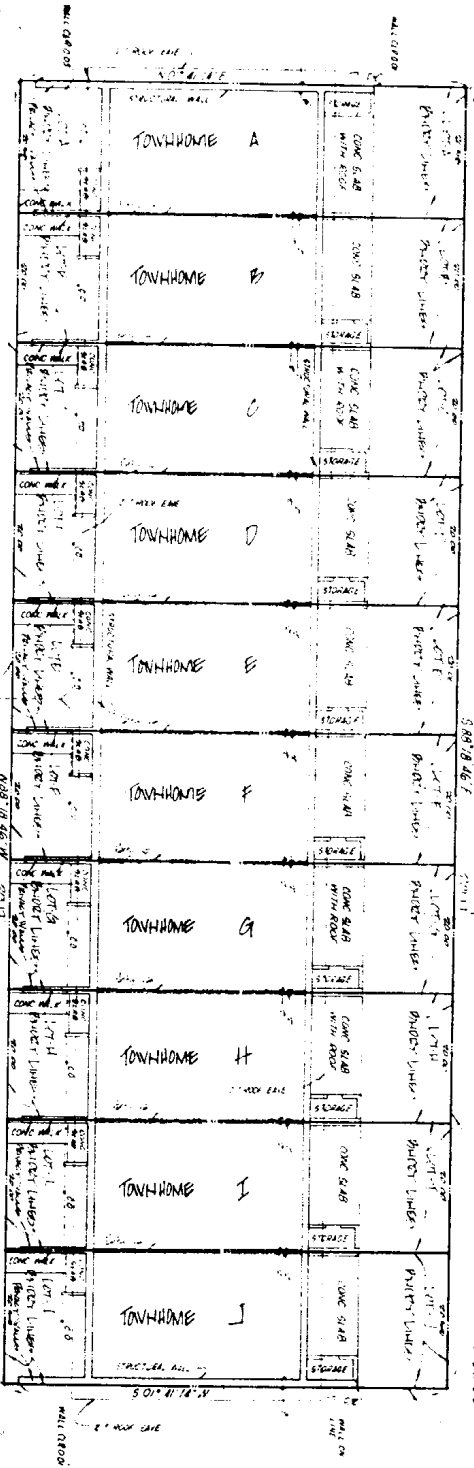
REF 7929 PAGE 515

WESTERN CONCRETE
 501 W. 1st St.
 SPOKANE, IDAHO 83402

SCALE
 1" = 10'



OFF 79290 PAGE 516



DULBERT PROPERTY L-66

CERTIFICATE

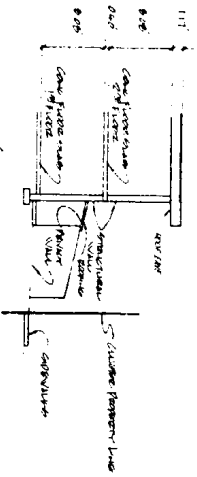
WE HEREBY CERTIFY TO YOUR HONORABLE COURT THAT
 THE ABOVE SHOWN PLAN IS TRUE AND CORRECT
 TO THE BEST OF OUR KNOWLEDGE AND BELIEF
 AND THAT WE ARE A PROFESSIONAL ENGINEER
 LICENSED IN THE STATE OF IDAHO AND WE
 CERTIFY THAT THE ABOVE PLAN MEETS THE
 MINIMUM REQUIREMENTS ADOPTED BY THE
 LOCAL SOCIETY OF PROFESSIONAL LAND SURVEYORS
 AND THE IDAHO LAND TITLE ASSOCIATION.

NOTE: SEE SHEET PL 1
 FOR THE LOCATION OF THE
 PROFESSIONAL LAND SURVEYOR'S
 RECORD STAKE MARKING AND EASEMENTS.

NOTE: SEE SHEET PL 2
 FOR THE LOCATION OF THE
 PROFESSIONAL LAND SURVEYOR'S
 RECORD STAKE MARKING AND EASEMENTS.

LOCATION OF DULBERT II

HEIGHT



TO: DEVELOPER, CONTRACTOR, ARCHITECT, ENGINEER, SURVEYOR, OR OTHER AUTHORITY	DATE: 11-15-1980
PROJECT: DULBERT II	SCALE: AS SHOWN
BY: KEITH SCHNARS, ENGINEER, MEMBER SURVEYORS	DATE: 05-24
PROJECT: DULBERT II	DATE: 05-24
PROJECT: DULBERT II	DATE: 05-24

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 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 38 of the Townhomes of Oriole according to the
Declaration of Cluster Covenants and Cross Easements for
Cluster 38, 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 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.

REF 7929 PAGE 517

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 38 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)

OFF REC 7929 PAGE 518

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 38 shall be allocated a one - tenth (1/10) share of the Cluster Expenses assessed against Cluster 38.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R. R. KAUF
CLERK

REC 7929 PAGE 5220

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

18 MAR 7 PM 4:16

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.

RECEIVED
MAR 17 1978

PREPARED BY
RETURN TO

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

10
P

IN WITNESS WHEREOF, this Amendment has been signed by the Developer and the Association on the day and year first above set forth.

WITNESSES:

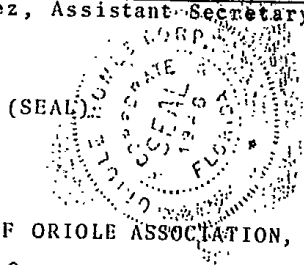
Mary E. Chapman

Christina A. Perpe

ORIOLE HOMES CORP.

By: R.D. Levy
R.D. Levy, President, Chairman
of the Board and Chief Executive
Officer

Attest: [Signature]
A. Nunez, Assistant Secretary



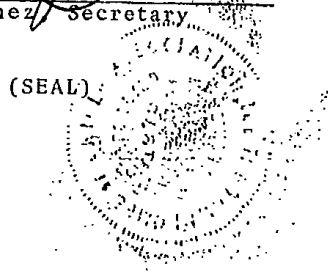
THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

Mary E. Chapman

Christina A. Perpe

By: R.D. Levy
R.D. Levy, President

Attest: [Signature]
A. Nunez, Secretary

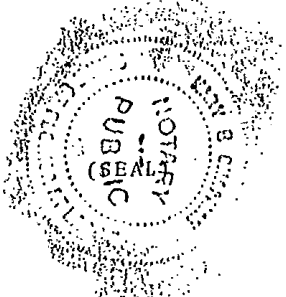


NET 7450 PAGE 175

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
COMMISSION EXPIRES NOV. 28 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
COMMISSION EXPIRES NOV. 28 1981
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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° 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 South 44° 20' 02" East, 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, 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; 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

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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 and SCHNARS, P.A. Engineers - Planners - Surveyors

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