

PATIOS OF OAKWOOD  
CONDOMINIUM DOCUMENTS

for

9600 S. W. 1st Court  
Coral Springs, FL.



P R O S P E C T U S

THE PATIOS OF OAKWOOD  
a Condominium

9560 S.W. First Court  
Coral Springs, FL 33065

OWNER:

THE PATIOS OF OAKWOOD, LTD.,  
a Florida limited partnership

THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

Prepared by:

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Coral Springs, FL 33065

305-752-5500

IMPORTANT MATTERS TO BE CONSIDERED  
IN ACQUIRING A CONDOMINIUM UNIT

NAME OF PROJECT:

THE PATIOS OF OAKWOOD, a condominium

LOCATION:

9560 S.W. First Court, Coral Springs,  
Florida

DEVELOPER:

THE PATIOS OF OAKWOOD, a Florida limited  
partnership

NUMBER OF UNITS:

A maximum of 104 condominium units,  
consisting of 10 buildings

SALE OF UNITS:

Ownership in fee simple, not subject to  
leases. No ground leases.

PERMANENT FINANCING:

Arranged by Developer through local  
lending institutions

RECREATIONAL FACILITIES:

Ownership in fee simple. No Recreational  
Leases.

MANAGEMENT:

Management of the Condominium Association  
controlled by the Owners of the Units.  
No management contracts.

MANAGEMENT FEE:

Unit owners are required by pay their  
share of the costs of expenses.  
Maintenance fees guaranteed by liens.

CONDOMINIUM ASSOCIATION:

To be controlled by Developer until  
certain number of units are sold.

RESALE AND LEASE:

Restricted by the Condominium Association

RESTRICTIONS:

No restrictions against children.

DEPOSITS:

Deposits to be held in escrow.

THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING REPRESENTATIONS OF THE PATIOS OF OAKWOOD, LTD., A FLORIDA LIMITED PARTNERSHIP. FOR CORRECT REPRESENTATIONS, MAKE REFERENCE TO THE ENTIRE SET OF DISCLOSURE MATERIALS, THE CONTRACT OR PURCHASE AGREEMENT AND TO THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY THE SELLER TO A BUYER OR LESSEE. ALL DISCLOSURE MATERIALS, CONTRACT DOCUMENTS AND BROCHURE MATERIALS ARE IMPORTANT DOCUMENTS AND IF NOT UNDERSTOOD, PROSPECTIVE PURCHASERS SHOULD SEEK LEGAL ADVICE

SCHEDULE OF EXHIBITS  
TO  
PROSPECTUS

|           |                                                                                                                                            |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Exhibit 1 | Declaration of Condominium                                                                                                                 |
| Exhibit 2 | Legal Description of All Property                                                                                                          |
| Exhibit 3 | Restrictions                                                                                                                               |
| Exhibit 4 | Operating Expenses of Condominium<br>Association and Operating Expenses<br>for the Recreational Area and Other<br>Commonly Used Facilities |
| Exhibit 5 | Special Warranty Deed                                                                                                                      |
| Exhibit 6 | Escrow Agreement                                                                                                                           |
| Exhibit 7 | Agreement for Purchase and Sale                                                                                                            |
| Exhibit 8 | Reservation Deposit                                                                                                                        |
| Exhibit 9 | Statement of Title of Property by<br>Developer's Attorney                                                                                  |

STATEMENT

THE PATIOS OF OAKWOOD, LTD., a Florida limited partnership, hereinafter referred to as the "Developer," intends to subject certain land to the condominium form of ownership, and in compliance with Chapter 718, Florida Statutes, is making the full disclosure of all pertinent information in this Prospectus.

I. DESCRIPTION OF THE CONDOMINIUM:

A. NAME AND ADDRESS. The name and address of the Condominium is THE PATIOS OF OAKWOOD, a Condominium, located at 9560 S.W. First Court, Coral Springs, Florida. Its legal description is shown on Exhibit 2 attached hereto.

B. DESCRIPTION OF THE BUILDING. This project is intended to consist on a maximum of one hundred four (104) apartment units consisting of ten (10) apartment four buildings. All one hundred four (104) apartments units will be submitted to condominium ownership under one Declaration of Condominium. Building 1, consisting of ten (10) apartment units will be submitted to condominium ownership with the filing of the original Declaration of Condominium. It is the intention of the Developer to amend said Declaration of Condominium to add the remaining ninety-four (94) apartment units under said Declaration of Condominium as sales are secured. The Amendment of the Declaration of Condominium so as to include Buildings 2, 3, 4, 5, 6, 7, 8, 9, and/or Building 10 will result in a change in the percentage of ownership of the common elements, common surplus and common expenses of the condominium for the unit owners of Building 1, which is initially being submitted to condominium ownership.

The number of bedrooms and bathrooms in each unit in the building, initially be submitted to condominium ownership, and the types of units in the building, initially being submitted to condominium ownership, are as follows:

| TYPE OF UNIT | NUMBER OF UNITS | BEDROOMS | BATHROOMS |
|--------------|-----------------|----------|-----------|
| A            | 8               | 2        | 2         |
| B            | 2               | 3        | 2         |

The location of each unit in the building is shown on the Floor Plan and Plot Plan as attached to the Declaration of Condominium as Exhibits B and C.

C. ESTIMATED LATEST DATE OF COMPLETION. It is estimated that construction of the Condominium shall be completed no later than December 31, 1980.

The Developer intends to submit Building 2, as Condominium on or before March 31, 1981. The Developer intends to submit Building 3, as Phase 3, as shown on Exhibit B-3, under this Declaration of Condominium on or before August 31, 1981. The Developer intends to submit Buildings 4 and 5, as Phase 4, as shown on Exhibit B-4, under this Declaration of Condominium on or before October 31, 1981. The Developer intends to submit Buildings 6 and 7, as Phase 5, as shown on Exhibit B-5, under this Declaration of Condominium on or before December 31, 1981. The Developer intends to submit Building 8, 9 and 10, as Phase 6, as shown on Exhibit B-6, under this Declaration of Condominium on or before February 28, 1982.

II. MAXIMUM NUMBER OF UNITS. The maximum number of units that will use facilities in common with this Condominium is one hundred four (104). In the event Developer pursues with Phase 5, additional recreational facilities will be added. Such facilities shall be determined by the Developer prior to the construction of Phase 5. Should such recreational facilities be constructed, they will be completed prior to and available for use by the units owners no later than at the time of the closing on the first condominium unit in Phase 5. The cost of maintaining the facilities will be a common expense of the Condominium.

III. OWNERSHIP AND SALE OF UNITS. THIS CONDOMINIUM IS CREATED AND BEING SOLD ON A FEE SIMPLE BASIS. The Developer intends to sell all one hundred four (104) units of the entire project. The sale of the units will be made by Special Warranty Deed conveying to the Purchaser the title of the unit in fee simple absolute. Notwithstanding this Declaration, the Developer reserves the right to include a program of leasing if the market circumstances demand so. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

IV. RECREATIONAL AND OTHER COMMONLY USED FACILITIES

One (1) 25' x 45' swimming pool, having a capacity of twenty (20) persons, 115/mi

One (1) 27' x 24'<sup>10</sup> bathroom with two (1) 15' x 8<sup>4</sup> bathrooms, each having capacity of three (3) persons;

One (1) 6' x 15' storage room; and

One (1) 10<sup>8</sup> x 24'<sup>10</sup> covered porch, having a capacity of ( ) persons

The estimated date when the foregoing recreational and other commonly used facilities will be available for use by the unit owners in the Condominium is upon the closing of the first unit in Phase 1.

None of the foregoing recreational and other commonly used facilities is for use by any other condominium.

Whenever stated in this instrument, "capacities" have been determined on the basis of (1) maximum utilization of a facility, or (2) minimum generalization of square footage capacities as established by governmental building code requirements, or (3) customary functioning of a room or facility.

All the area designated as Recreational and Other Commonly Used Facilities in the Plot Plan attached to the Declaration of Condominium as Exhibit B, will be owned by the units owners as a common element of the Condominium. A copy of the Articles of Incorporation is attached as Exhibit E and a copy of the By-Laws is attached as Exhibit F to the Declaration of Condominium, Exhibit 1 to this Prospectus.

The cost of maintaining the above facilities will be a common expense of the Condominium.

V. PERSONAL PROPERTY. The minimum amount of money that the Developer is committed to expend for refurbishing and equipping with personal property the foregoing recreational and other commonly used facilities is in the aggregate of \$70,000.

VI. MEMBERSHIP. There are no land or recreational leases associated with units in this Condominium. There are no club memberships, clubs fees or club dues associated with units in this Condominium.

VII. EASEMENTS FOR INGRESS AND EGRESS. The Developer has granted easements for ingress and egress through the entire project, graphically referred to in the Plot Plan attached hereto as Exhibit B.

IX. DEED RESTRICTIONS. The property being submitted to condominium ownership hereunder is subject to deed restrictions imposed by Florida National Properties, Inc., a Florida corporation, a copy of said restrictions will be provided to each purchaser upon execution of the Agreement for Purchase and Sale.

X. UTILITIES AND OTHER SERVICES. The Developer states that the following companies have agreed to provide the necessary services to the Condominium. Electricity is available to the Condominium through Florida Power and Light Company; telephone service is available through Southern Bell Telephone and Telegraph Co.; water and sewerage is provided by the Coral Springs Improvement District, Coral Springs, Florida, and drainage is provided by Sunshine Drainage District; and trash removal by private contract. Electricity and telephone service shall be a separate cost to the unit owners; water, sewerage, trash removal and pest control shall be paid by the Association; each unit owner shall pay ad valorem property taxes to the City of Coral Springs, and County of Broward, Florida.

XI. APPORTIONMENT OF COMMON EXPENSES AND OWNERSHIP OF COMMON ELEMENTS. The Developer declares that the apportionment of common expenses and ownership of the common elements that appear as Exhibit D of the Declaration, all units will be apportioned on an equal basis.

THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE RECREATION OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

For more detailed information refer to Paragraphs 4.1 and 6 of the Declaration attached hereto as Exhibit 1.

XII. CONTROL OF THE ASSOCIATION. When the Declaration of Condominium for this Condominium is filed for record, the Board of Administration of the Condominium Association shall be controlled by the Developer. Section 718.301(1), Florida Statutes, provides:

"(1) When unit owners other than the developer own 15 per cent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 per cent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 per cent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business; or

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 per cent, in condominiums with fewer than 500 units, and 2 per cent, in a condominium more than 500 units, in a condominium operated by the association."

For details concerning the matters set forth in this paragraph, please refer to Article V of the Articles of Incorporation attached as Exhibit E and Article 10 of the By-Laws attached as Exhibit F to the Declaration of Condominium, Exhibit 1 hereto.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

XIII. RESTRICTIONS, RULES AND REGULATIONS. Units of the Condominium shall be subject to certain restrictions, rules and regulations as more particularly stated in Article 10 of the Declaration of Condominium, and Rules and Regulations as attached as Exhibit 1 to Exhibit F to the Declaration of Condominium.

XIV. RE-SALE AND LEASE BY OWNER. The Declaration of Condominium will contain restrictions for the re-sale of units by the individual owners of the Condominium Units. Also, the Declaration will contain restrictions for leasing the units by its owners. These restrictions are governed by the Condominium Association and in a brief summary, these restrictions consist in the obligation of any owner of a unit to submit to the Condominium Association the name of the prospective purchaser or lessee for approval of the Board of Administration of the Condominium Association in order to maintain an orderly community in the Condominium. THE SALE, LEASE OR TRANSFER OF UNITS ARE RESTRICTED OR CONTROLLED. See Article 11 of the Declaration of Condominium, Exhibit 1 hereto.

XV. ESTIMATED OPERATING BUDGET FOR THE CONDOMINIUM AND THE CONDOMINIUM ASSOCIATION. An estimated operating budget for the Condominium and THE PATIOS OF OAKWOOD CONDOMINIUM ASSOCIATION, INC. and a schedule of unit owner's expenses is attached hereto as Exhibit 4.

XVI. CLOSING EXPENSES. The following is a schedule of estimated closing expenses to be paid by a purchaser of a unit at time of closing, to-wit:

~ 900  
A. A closing charge, payable to the Developer, in a sum equal to one and one-quarter per cent of the purchase price. The Developer shall use a portion of same to pay the costs of recording the Special Warranty Deed, stamps as required by the State of Florida to be affixed to the deed of conveyance, and the cost of furnishing to the Purchaser an Owners' Title Insurance Policy.

B. A sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS as an initial contribution to the working capital of the Association, for operating funds and capital expenditures, which initial contribution to the working capital shall not relieve Purchaser of Purchaser's responsibility to make all monthly installments of the common expenses assessed to Purchaser's unit.

C. A Purchaser who finances a portion of Purchaser's purchase with a mortgage loan is obligated to pay at closing whatever mortgage loan fees and closing costs the lending institution is charging at the time of closing, a title search fee and/or abstract of title charges, and/or premium for mortgage title insurance, and any prepaid interest that may be charged by the lending institution. The Purchaser may also be required by the lending institution to prepay a portion of Purchaser's real property taxes into an escrow account that will be available to pay the real property taxes when they become due.

D. Real estate taxes and any other taxes assessed against the unit, monthly condominium assessments, utility deposits, insurance and any other proratable items, which shall be prorated as of the day of closing. In the event closing occurs in a year for which individual condominium unit real property tax bills are not available then, at time of closing, Purchaser shall pay into escrow (with an escrow agent selected by the Developer) the estimated pro rata share of the real property taxes allocable to Purchaser's ownership of the unit.

XVII. PERMANENT FINANCING. Local lenders may offer permanent financing to the prospective purchaser of this condominium project after qualification. The Developer does not guarantee the requirements for qualification of such lending institutions.

XVIII. DEVELOPER IDENTIFICATION. The Developer of THE PATIOS OF OAKWOOD, a Condominium, is THE PATIOS OF OAKWOOD, LTD., a Florida limited partnership, which is newly formed; however, the chief operating officer of the Developer, Gerald M. Smilen, Sr., President of SMILEN HOMES, INC., a Florida corporation, has had extensive experience in single-family home building in Broward County, Florida. This is his first multi-family venture.

XIX. SPECIAL WARRANTY DEED. Attached hereto as Exhibit 5 is the form of Special Warranty Deed by which Developer will convey units in the Condominium to Purchaser.

XX. ESCROW AGREEMENT. Attached hereto as Exhibit 6 is a copy of the executed Escrow Agreement between Developer and Stephen M. Beyer, Esq., as Escrow Agent, which Escrow Agreement provides for the escrow of payments made to Developer prior to closing.

XXI. AGREEMENT FOR PURCHASE AND SALE. Attached hereto as Exhibit 7 is the form Agreement for Purchase and Sale to be used in connection with the sale of units in the Condominium.

XXII. RESERVATIONS DEPOSIT. Attached hereto as Exhibit 8 is the form Reservations Deposit to be used in connection with the sale of units in the Condominium.

XXIII. STATEMENT OF TITLE. Attached hereto as Exhibit 9 is a Statement of title of the Property by Developer's attorney.

|              |           |
|--------------|-----------|
| 6300         |           |
| <u>6500</u>  |           |
| 12300        |           |
| <u>1400</u>  |           |
| 10900        |           |
| <u>1000</u>  |           |
| 9900         |           |
| <u>2550</u>  |           |
| 7350         |           |
| <u>3500</u>  |           |
| 3850         | wedding   |
| <u>4000</u>  |           |
| -150         |           |
| <u>-1000</u> | foreymoon |
| -1150        |           |
| <u>500</u>   | Christmas |
| -1650        |           |
| <u>-1800</u> | 2 mo.     |
| -3450        |           |
| <u>-400</u>  | car pay.  |
| -3850        |           |
| <u>-1000</u> |           |
| -4850        |           |

by end of year.

SCHEDULE OF EXHIBITS  
TO  
DECLARATION OF CONDOMINIUM

Exhibit A

Survey of Land

Exhibit B

Plot Plan

Exhibit C

Floor Plan

Exhibit D

Undivided Share in Common Elements,  
Common Surplus and Common Expenses

Exhibit E

Articles of Incorporation of the  
Condominium Association

Exhibit F

By-Laws of the Condominium  
Association (Rules and Regulations  
attached as Exhibit I)

Exhibit G

Insurance Trust Agreement

DECLARATION OF CONDOMINIUM

OF

THE PATIOS OF OAKWOOD

A Condominium

MADE by the undersigned Developer, for itself, its successors,  
grantees, and assigns, this \_\_\_\_\_ day of \_\_\_\_\_,  
1980.

The undersigned Developer, being the owner of fee simple title of record to those certain lands located and situate in Broward County, Florida, being more particularly described in an Exhibit A attached hereto, does hereby submit the said lands and improvements thereon to condominium ownership pursuant to the presently existing provisions of Chapter 718 of the Florida Statutes, as amended to the date hereof, hereinafter called the "Condominium Act."

1. The name by which this condominium is to be identified is THE PATIOS OF OAKWOOD, a Condominium.

2. Definitions. The terms used in this Declaration and in its Exhibits, including the Articles of Incorporation and By-Laws of THE PATIOS OF OAKWOOD CONDOMINIUM ASSOCIATION, INC., shall be defined in accordance with the provisions of the Condominium Act, and as follows, unless the context otherwise requires:

2.1 Apartment means unit as defined by the Condominium Act.

2.2 Apartment owner means unit owner as defined by the Condominium Act.

2.3 Association means THE PATIOS OF OAKWOOD CONDOMINIUM ASSOCIATION, INC., a corporation not for profit and its successors.

2.4 Common elements shall include:

a. All of those items stated in the Condominium Act.

b. Tangible personal property required for the maintenance and operation of the Condominium even though owned by the Association.

c. Easements for ingress and egress as set forth herein.

2.5 Limited common elements are those portions of common elements which are reserved for or attributable to the exclusive use of a unit owner, whether such use is assigned as an appurtenance to a unit or separate thereto.

2.6 Common expenses includes:

a. Expenses of administration and management of the Condominium property.

b. Expenses of maintenance, operation, repair or replacement of the common elements, limited common elements and of the portions of the units, if any, to be maintained by the Association.

c. Expenses of maintenance, operation, repair or replacement of the Recreational Area and Other Commonly Used Facilities and of the easements for ingress and egress. The common expenses of this paragraph shall be paid to THE PATIOS OF OAKWOOD CONDOMINIUM ASSOCIATION, INC., in the manner provided by this Declaration of Condominium.

d. Costs and expenses of capital improvements and betterments and/or additions to the common elements and to the recreational area and other commonly used facilities.

e. That portion of the expenses of administration and management of the Association attributable to the Condominium, as hereinafter set forth and as set forth in the Articles of Incorporation and By-Laws of the Association.

f. Expenses declared common expenses by the provision of this Declaration or by the By-Laws of the Association.

g. Any valid charge against the Condominium property as a whole.

2.7 Institution Mortgagee means a bank, savings and loan association, insurance agency or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a Real Estate or Mortgage Investment Trust, or a Lender generally recognized in the community as an institutional-type lender.

2.8 Utility services shall include, but not be limited to electric power, gas, water, air conditioning, heating and refrigeration, and garbage and sewerage disposal.

2.9 Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

2.10 Singular, plural, gender. Whenever the context so requires, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

3. Development plan. The condominium is described and established as follows:

3.1 A survey of the land and a graphic description of the improvements in which units are located which identifies each unit by letter, name or number, so that no unit bears the same designation as any other unit, and a plot plan thereof, all in sufficient detail to identify the common elements and each unit and their relative location and approximate dimensions, are attached hereto as Exhibit B.

3.2 Amendment of Plans. Developer reserves the right to change the interior design and arrangement of all units so long as Developer owns the units so changed and altered,

provided such change shall be reflected by an amendment of this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Developer and need not be approved by the Association or apartment owners, whether or not elsewhere required for an amendment.

a. Alteration of boundaries and apartment dimensions. Developer reserves the right to alter the boundaries between units so long as Developer owns the units so altered; to decrease the number of apartments and to alter the boundaries of the common elements so long as the Developer owns the apartments abutting the common elements where the boundaries are being altered, provided no such change shall be made without amendment of this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Developer and approved by the institutional mortgagee of apartments affected, where the said apartments are encumbered by individual mortgages or where they are included in an overall construction mortgage on the Condominium building, and such amendment shall not require the approval of apartment owners or of the Association. If more than one unit is concerned, the Developer shall apportion between the altered unit the shares in the common elements appurtenant to the units concerned.

3.3 Easements are expressly provided for and reserved in favor of the owners and occupants of the Condominium building, their guests and invitees, if any, as follows:

a. Utilities; Drainage. Easements are reserved through the Condominium property as may be required for utility services and drainage in order to serve the Condominium and the recreational and other commonly used facilities adequately; provided, however, such easements shall be only according to the plans and specifications for the building, or as the building is constructed.

b. Encroachments. In the event that any apartment shall encroach upon any of the common elements or upon any other apartment for any reason other than the intentional or negligent act of the apartment owner, or in the event any common element shall encroach upon any apartment, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

c. Traffic. An easement shall exist for pedestrian traffic over, through and across side walks, paths, walks, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the apartment owners, Developer, and all those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

d. Support. The Developer and the Association hereby grant to each other, their heirs, successors, and assigns, and all third party beneficiaries, including condominium unit owners, their lessees, guests, invitees, servants, and employees, the right of support for all structures on any portion of the real property of the Condominium.

e. Easements for Ingress and Egress. Developer has provided, for the use and benefit of the apartment owners, for the Developer, and for all those claiming by, through or under them, an easement for ingress and egress over, through and across the parcel of land described in Exhibit A attached hereto. Developer hereby reserves the right to grant easements for ingress and egress, over, through and across said parcel of land to the Developer and to all the apartments owners of THE PATIOS OF OAKWOOD, a Condominium, their guests, invitees and all those claiming by, through and under the aforesaid.

f. Additional Easements. The Developer (during any period in which there are any unsold units in the Condominium) and the Association each shall have the right to grant such additional electric, telephone, gas or other utility easements, and to relocate any existing easements in any portion of the Condominium property, and to grant access easements and relocate any existing access easements in any portion of the Condominium property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the unit owner, or for this purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the units for their intended purposes.

The joinder of the Association or any unit owner shall not be required in the event the Developer declares an additional easement pursuant to the provisions hereof.

g. Covenants Running with the Land. All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. The unit owners do hereby designate Developer and/or Association as their lawful attorneys-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

### 3.4 Improvements - general description.

a. Apartment building. There are ten (10) apartments in the buildings initially being submitted to condominium ownership hereby. Each apartment (unit) is identified by the use of a letter and a number. The

letter shall identify the floor ("F" designating the first floor of the building and "S" designating the second floor of the building) and the number shall identify the unit number, all as is graphically described in Exhibit B attached hereto.

b. Other improvements include landscaping, and other facilities which are completed as shown.

3.5 Apartment boundaries. Each apartment shall include the part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

a. Upper and lower boundaries. The upper and lower boundaries of the apartment shall be from the horizontal plane of the undecorated finished ceiling to the horizontal plane of the undecorated finished floor.

b. Perimetrical boundaries. The perimetrical boundaries shall be the vertical plane of the undecorated finished interior of the walls, bounding the apartment extended to the intersections, with each other, and with the upper and lower boundaries.

3.6 Common elements. The common elements include the land and all other parts of the condominium not within the apartments and include, but are not limited to, the following items as to which the Association shall have the powers indicated.

a. Automobile Parking Areas. No less than one (1) exclusive parking area will be assigned by the Developer to each apartment owner, such assignment to be at the exclusive discretion of the Developer. All other parking spaces shall be unassigned and shall be a common element and considered guest parking. The assigned parking spaces shall be limited common elements.

b. Use; charges. The foregoing and all other common elements shall be available for use by all apartment owners without discrimination. Such use shall be without charge except when specifically authorized by this Declaration, except that the Association when authorized by its regulations may charge for the exclusive use of facilities from time to time if such exclusive use is made available to all apartment owners.

3.7 The Apartments. The apartments of the condominium are described more particularly on Exhibit C attached hereto.

3.8 Amendment of Declaration to Include Additional Apartments. The Developer specifically reserves the right to amend this Declaration of Condominium so as to include additional lands as shown on Exhibit B-1, contiguous to the lands being submitted to condominium ownership herein. Said lands include thereto nine (9) additional buildings containing ninety-four (94) apartment units which may be submitted to condominium ownership under this Declaration of Condominium. Such amendment shall not require the consent or joinder of any apartment owners. As each of the above buildings shall be submitted under this Declaration of Condominium, the percentage ownership in the common elements

of each apartment unit will change in accordance with the percentages as shown on Exhibit D-2, D-3, D-4, D-5 and D-6, attached hereto.

The Developer intends to submit Building 2, as Phase 2, as shown on Exhibit B-2, under this Declaration of Condominium on or before March 31, 1981. The Developer intends to submit Building 3, as Phase 3, as shown on Exhibit B-3, under this Declaration of Condominium on or before August 31, 1981. The Developer intends to submit Buildings 4 and 5, as Phase 4, as shown on Exhibit B-4, under this Declaration of Condominium on or before October 31, 1981. The Developer intends to submit Buildings 6 and 7, as Phase 5, as shown on Exhibit B-5, under this Declaration of Condominium on or before December 31, 1981. The Developer intends to submit Buildings 8, 9 and 10, as Phase 6, as shown on Exhibit B-6, under this Declaration of Condominium on or before February 28, 1982.

4. Appurtenances to apartments. The owner of each apartment shall own a share and certain interest in the condominium property, which share and interest are appurtenances to his apartment, including, but not limited, to the following items that are appurtenant to the several apartments as indicated:

a. Common elements and common surplus. The undivided share in the land and other common elements and in the common surplus which are appurtenant to each apartment is as stated in Exhibit D.

b. Association membership. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association.

4.1 Liability for common expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his apartment.

4.2 Proportionate Share Charge. Each apartment owner shall be liable for a proportionate share charge to THE PATIOS OF OAKWOOD CONDOMINIUM ASSOCIATION, INC., for maintenance, operation, repair or replacement of the recreational and other commonly used facilities and of the easements for ingress and egress. All said expenses shall be divided pursuant to the provisions of the Articles of Incorporation and By-Laws of THE PATIOS OF OAKWOOD CONDOMINIUM ASSOCIATION, INC.

5. Maintenance, alteration and improvement. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvements, shall be as follows:

5.1 Apartments.

a. By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All common elements and limited common elements, except balconies and screened terraces;

(2) All portions of an apartment, except interior surfaces contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on its exterior boundary walls of apartments, floor and ceiling slabs, load-bearing columns and load-bearing walls;

(3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Association; and all such facilities contained with an apartment that service part or parts of the condominium other than the apartment within which contained; and

(4) All incidental damage caused to an apartment by such work shall be repaired promptly at the expense of the Association.

b. By the Apartment Owner. The responsibility of the apartment owner for maintenance, repair and replacement shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment, including balconies, garden and patio areas, and entrance walkways, except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building or any exterior surfaces of any entry doors to his condominium unit.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

c. Alteration and improvement. Except as elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or apartment building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the Board of Administration of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State shall be filed with the Association prior to the start of the work.

## 5.2 Common elements.

a. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

b. Alteration and improvement. There shall be no alteration nor further improvements of common elements without the prior approval in writing by the record owners of 80% of the apartments.

6. Assessments. The Association shall fix, and determine from time to time the sum or sums of money necessary and determine to provide for the common expenses and shall assess the Members for said sums. If possible, the amount of said expenses will be fixed and determined in advance for each fiscal year. The procedure for the determination of such assessments will be forth in the By-Laws of the Association. The Association shall be set time to time, shall be obligated to assess Unit Owners and/or Units in amounts no less than are required to provide funds in advance for the payments of all common expenses and other expenses of the Association and the Condominium, as and when due, and to enforce collection of same so that at all times the solvency of the Association, under any definition, is maintained and assured.

6.1 Interest; Application of Payments. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen (18%) per cent per annum from the date when due until paid. In addition, the Association may charge a late charge of \$25.00 against the defaulting unit owner. All payments on account shall be first applied to interest, and then to the assessment payment first due.

6.2 Lien for Assessments. The Association shall have a lien against each apartment unit for any unpaid assessments, together with any interest and late charges, against the owner thereof, and for interest accruing thereon, which lien shall also include reasonable attorneys' fees, including those for appeal if necessary, incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated, together with any costs incurred. The said lien may be recorded among the Public Records of Broward County, Florida, by filing a claim therein which states the legal description of the apartment unit, and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, shall be paid. Such claims of lien may be signed and verified by an officer of the Association. Upon full payment the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at his expense. All such liens shall be subordinate to the lien of institutional mortgages recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage or real property. In any such foreclosure the owner of the apartment unit subject to the lien shall be required to pay a reasonable rental for the apartment unit, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association may also, at its option, sue to recover a money judgment for unpaid assessments without thereby waiving the lien securing the same.

6.3 Notification to Mortgage Holder. The Association shall notify, in writing, the holder of a first mortgage

encumbering a condominium apartment of any default in payment of any assessments against said apartment where said default shall continue for a period of fifteen days after the date upon which it was due and payable; provided however, notice of such default need only be given where the holder of a first mortgage has notified the Association, in writing, of the existence thereof, such notice to include the name and address of the mortgagee.

6.4 The Assessments provided for in this Article shall commence no earlier than the first day of the month next succeeding the date of conveyance by deed of the first apartment in the condominium building, and no later than the first day of the month next succeeding one hundred twenty (120) days after the date of conveyance by deed of the first condominium apartment in the building. Within said limitations the date upon said assessment shall commence shall be determined by the Developer or the first Board of Administration.

6.5 Exemption of Developer. The Developer shall be excused from the payment of common expenses as provided in F.S.718.116(8)(a), for the period commencing from the date of recording of the Declaration of Condominium and terminating on the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit shall occur. However, the Developer must pay a portion of the common expenses incurred during that period which exceeds the amount assessed to the unit owners.

6.6 The funds represented by the payment of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS at the time of conveyance of the apartment by the Developer shall be a working capital fund of the Association and may be utilized for start-up expenses, common expenses paid or accrued prior to and subsequent to the commencement date of regular monthly installments for the payment of assessments, deficiencies, and for any purpose for which the Association could levy an assessment pursuant to this Article, and said funds shall not be set up as a reserve by the Association, and are not expected to create a surplus.

6.7 Institutional First Mortgage Excepted. In the event a mortgagee of a first mortgage of record shall obtain title to the apartment unit as a result of the foreclosure of a first mortgage, or in the event an institutional mortgagee as to a first mortgage of record shall obtain title to an apartment unit as the result of a conveyance in lieu of a foreclosure of such first mortgage, such acquirer of title, its successors and assigns, shall not be liable for that share of the common expenses or assessments by the Association chargeable to the apartment, or the owner thereof, which became due prior to the acquisition of title by such institutional mortgagee or purchaser at foreclosure sale, and any such unpaid share of common expenses, or assessments, chargeable against any such foreclosed apartment unit, or against an apartment unit transferred in lieu of foreclosure, shall be deemed a common expense, to be paid in the same manner as other common expenses of the Condominium by all of the Condominium unit owners.

6.8 Share of common expense. Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares

being the same as the undivided share in the common elements appurtenant to the apartments owned by him. Provided, however, that if services are made available to apartment owners from a revenue-producing operation such as, but not limited to the operation of restaurant or bar, no assessment shall, on account of such services, be made against a bank, life insurance company, or savings and loan association that acquires its title as a result of owning a first mortgage upon an apartment, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings unless a claim of lien is recorded prior to the recording of the foreclosed mortgage; but this shall not preclude such an assessment against an occupant of an apartment owned by such an institution for services voluntarily accepted by the occupant. The share of any cost or loss not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other.

7. Association. The operation of the Condominium, recreational and other commonly used facilities shall be by THE PATIOS OF OAKWOOD CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as Exhibit E.

7.2 By-Laws. A copy of the By-Laws of the Association is attached as Exhibit F.

7.3 Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium property, recreational area, recreational facilities and of the easements of ingress and egress, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.4 Limitation upon Liability of Unit Owner.

a. The liability of the owner of a unit for common expenses shall be limited to the amounts for which the unit owner is assessed from time to time in accordance with the Declaration or By-Laws.

b. The owner of a unit shall have no personal liability for any damages caused by the Association. on or in connection with the use of the common elements. A unit owner shall have the same liability for injury or damages as would a single-family detached dwelling owner for injury or damages resulting from an accident or incident within the apartment of unit owner.

7.5 Restraint upon assignment of shares and assets.  
The share of a member in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment unit.

7.6 Approval or disapproval of matters. Whenever the decision of an apartment owner is required upon any matter

whether or not the subject of an Association meeting, such decisions shall be expressed by the same person who would cast the vote of such owner if in an Association meeting unless the joinder of record owners is specifically required by this Declaration.

8. Insurance. The insurance, other than the title insurance or insurance on contents of apartments, that shall be carried upon the condominium property of the apartment owners shall be governed by the following provisions:

8.1 Authority to purchase; named insured. All insurance policies upon the condominium property, with the exception of such insurance as is excepted in Paragraph 8 above shall be purchased by the Association. The named insured shall be the Association individually and as agent for the apartment owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsement and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that the payments by the insurer for losses shall be made to the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense. All insurance, insurance carriers and Insurance Trustee subject to the provisions of this Paragraph 8.1 shall be subject to the approval of the institutional mortgagee holding the largest aggregate balance of mortgages on the premises of public record. No such insurance shall be placed without such prior approval by the aforesaid institutional mortgagee. A copy of said trust agreement is attached hereto as Exhibit G.

## 8.2 Coverage.

a. Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Administration of the Association. Such coverage shall afford protection against:

(1) loss or damage by fire and other hazards covered by a standard extended coverage endorsements; and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use of the buildings on the land, including, but not limited to, vandalism and malicious mischief.

b. Public liability. In such amounts and with such coverage as shall be required by the Board of Administration of the Association, including but not limited to hired automobile and nonowned automobile coverages, and with cross liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

c. Workmen's compensation insurance to meet the requirements of law.

d. Such other insurance as the Board of Administration of the Association shall determine from time to time to be desirable, and/or as required by F.S. 718.

8.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

8.4 Insurance trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee as Trustee, or to such other bank in Florida with trust powers as may be designated as insurance trustee by the Board of Administration of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purpose elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

a. Common elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

b. Apartments. Proceeds on account of damage to apartment shall be held in the following undivided shares:

(1) When the building is to be restored -  
for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which costs shall be determined by the Association.

(2) When the building is not to be restored -  
an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

c. Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of the Declaration.

8.5 Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be dis-

tributed to or for the benefit of the beneficial owners in the following manner:

- a. Expense of the trust. All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.
- b. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

- c. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

- d. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the apartment owners and their respective shares of the distribution.

8.6 Association as agent. The Association is irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8.7 Each apartment owner shall be responsible to insure the contents of his apartment himself and with regards to such insurance, the owner of each apartment shall not be required to comply with any of the conditions and requirements of Section 8 of the Declaration of Condominium for this purpose.

9. Reconstruction or repair after casualty.

9.1 Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

- a. Common element. If the damaged property is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

- b. Apartment buildings.

(1) Lesser damage. If the damaged improvement is the apartment building, and if apartments to which fifty (50%) per cent of the common elements are appurtenant are found by the Board of Administration of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(2) Major damage. If the damaged improvement is the apartment building, and if apartments to which more than fifty (50%) per cent of the common elements are appurtenant are found by the Board of Administration to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five (75%) per cent of the common elements agree in writing to such reconstruction or repair.

c. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

9.2 Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Board of Administration of the Association, and if the damaged property is the apartment building, by the owners of not less than seventy-five (75%) per cent of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

9.3 Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that on the Association.

9.4 Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.5 Assessments. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, the funds for the payment of costs of reconstruction and repair are insufficient, assessments shall be made against the apartment owners who own the damaged apartment, and against all apartment owners in the case of damage to the common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apart-

ments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

9.6 Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

a. Association. If the total of assessments made the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than Five Thousand (\$5,000.00) Dollars, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of costs of the reconstruction and repair.

b. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than Five Thousand (\$5,000.00) Dollars, then the construction funds shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than Five Thousand (\$5,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to the apartment then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon the approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee that is a beneficiary of an insurance policy whose proceeds are included in the construction funds so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payments of costs of reconstruction and repair.

10. Use Restrictions. The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists and the apartment building in useful conditions exists upon the land:

10.1 Apartments. The owner of a unit shall occupy his apartment as a single-family private dwelling for himself and the adult members of his family, his children and his social guests, and for no other purposes. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected.

a. In addition to other duties and obligations set out in this Declaration, every unit owner shall:

(1) Keep pets or other animals in his unit and the common elements only under regulations established by the Association.

(2) Not make or cause to be made any structural addition or alteration to his unit or to the common elements without prior written consent of the Association and all mortgagees holding a mortgage on his unit.

(3) Show no sign, advertisement or notice of any type on the common elements or his unit and erect no exterior antennas and aerals except as provided in uniform regulations promulgated by the Association.

(4) Maintain in good condition and repair his unit and all interior surfaces within or surrounding his apartment unit (such as the surfaces of the walls, ceilings and floors) whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.

10.2 Common elements. The common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment and benefit of the apartment unit owners.

10.3 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

10.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5 Leasing. After approval by the Association elsewhere required, an entire apartment may be rented provided the occupancy is only by lessee and his family, its servants and guests. No rooms may be rented, no maids' rooms may be rented except as a part of an apartment or to another apartment owner, and no transient tenants may be accommodated, nor shall any lease of an apartment release or discharge the owner thereof of compliance with any of his obligations and duties as an apartment owner. All of the provisions of this Declaration, Articles of Incorporation, the By-Laws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying an apartment unit as a tenant to the same extent as against an apartment owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and

the terms and provisions of the Declaration of Condominium, Articles of Incorporation and By-Laws, and designating the Association as the apartment owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant, shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not. No approval shall be required as to any lease entered into by the Developer.

10.6 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the common elements, limited common elements or apartments, excepting that the right is specifically reserved in the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied apartment it may from time to time own, and the same right is reserved to any institutional first mortgagee which may become the owner of an apartment, and to the Association as to any apartment which it may own.

10.7 Parking spaces. No truck, trailer, camper or other recreational vehicle, or other commercial vehicle shall be parked in any parking space except with the written consent of the Board of Administration except such temporary parking in spaces provided for the purpose as may be necessary to effectuate deliveries to the Condominium, the Association, or Unit Owners and residents. Further, no motor vehicle of any type shall be parked in the parking spaces or other common elements of the Condominium, except those motor vehicles which have valid state registrations and are in operating condition. The parking area may not be used for motor vehicle repairs and or maintenance.

10.8 Rules and Regulations. Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulation and amendments shall be furnished by the Association to all apartment owners and residents of the condominium prior to the date such rules and regulations take effect. A copy of the rules and regulations, in full force and effect as of the date of this Declaration of Condominium are attached hereto as Exhibit 1 of the By-Laws of the Association.

10.9 Window Coverings. The backings of all drapes, shades, curtains and other window coverings that are visible from the outside of the building must be either white or off-white in color.

10.10 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office, use of model apartments, the showing of the property and display of signs.

11. Transfers subject to approval.

a. Sale or rental of units. Association to have first right of refusal.

In the event any apartment owner wishes to sell, rent or lease his apartment, the Association shall have the option to purchase, rent or lease said apartment, upon the same terms and conditions as are offered by the apartment owner to a third person. Any attempt to sell, rent or lease said apartment without the prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

b. Approval by Association.

Should an apartment owner wish to sell, lease or rent his condominium parcel (which means the apartment together with the undivided share of the common elements appurtenant thereto) he shall, before accepting any offer to purchase, sell or lease, or rent his condominium parcel, deliver to the Board of Administration of the Association a written notice containing the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, one bank reference and three individual references, local, if possible, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Administration of the Association. The Board of Administration of the Association is authorized to waive any or all of the references aforementioned.

(1) The Board of Administration of the Association within ten (10) days after receiving such notice and such supplemental information as is required by the Board of Administration shall either consent to the transaction specified in said notice, or by written notice to be delivered to the apartment owner's apartment (or mailed to the place designated by the apartment owner in this notice) designate the Association, or the Association may designate one or more persons other than apartment owners, or any other person(s) satisfactory to the Board of Administration of the Association who are willing to purchase, lease or rent, upon the same terms as those specified in the apartment owner's notice or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee for good cause, which cause need not be set forth in the notice from the Board of Administration to the apartment owner. However, the Association shall not unreasonably withhold its consent to the prospective sale, rental or lease.

(2) The stated designee of the Board of Administration shall have fourteen (14) days from the date of the notice sent by the Board of Administration within which to make a binding offer to buy, lease or rent, upon the same terms and conditions specified in the apartment owner's notice. Thereupon, the apartment owner shall either accept such offer or withdraw and/or reject the offer specified in his notice of the Board of Administration. Failure of the Board of Administration to designate such person(s) or failure of such person(s) to make such offer within said fourteen (14)

day period, or failure of the Board of Administration to object shall be deemed consent by the Board of Administration to the transaction specified in the apartment owner's notice and the apartment owner shall be free to make or accept the offer specified in his notice and sell, lease or rent said interest pursuant thereto to the prospective purchaser or tenant named therein within ninety (90) days after his notice was given.

(3) The Consent of the Board of Administration of the Association shall be in recordable form, signed by two officers of the Association and shall be delivered to the purchaser or lessee. Should the Board of Administration fail to act as herein set forth, and within the time provided herein, the Board of Administration of the Association shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form as aforesaid and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Administration as herein set forth.

c. Lease.

The sub-leasing or sub-renting of an apartment owner's interest shall be subject to the same limitation as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of lease or sub-lease be used, and thereafter, the Board of Administration approval of the lease or sub-lease form to be used shall be required. After approval, as herein set forth, entire units may be rented, provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.

[ An apartment owner may only lease a unit to one (1) tenant during any twelve-month period with no right by said tenant to sub-lease said unit.

d. Approval of corporate owner and purchaser.

Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be approved by the Association.

11.1 Purchase of apartments by Association. The Association shall have the power to purchase apartments subject to the following provisions:

a. Decision. The decision of the Association to purchase an apartment shall be made by its Administration without the necessity of approval by its membership, except as is hereinafter expressly provided for.

b. Limitation. If at any time the Association shall be the owner or agreed purchaser of three (3) or more apartments in the Condominium, it may not purchase any additional apartments therein without the prior

written approval of seventy-five (75%) per cent of the members eligible to vote. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon; provided, however, that the limitations hereof shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the apartment plus the amount due the Association, nor shall the limitation of this paragraph apply to apartments to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefor does not exceed the cancellation of such lien and the assumption of any existing mortgage indebtedness on the apartment.

#### 11.2 Mortgage and other alienation of units.

a. Mortgage. An apartment owner may not mortgage his apartment, nor any interest therein, without the approval of the Association, except to an institutional mortgagee, as hereinbefore defined. The approval of any other mortgagee may be upon conditions determined by the Board of Administration of the Association and said approval, if granted, shall be in recordable form, executed by two officers of the Association. Where an apartment owner sells his apartment and takes back a mortgage, the approval of the Association shall not be required.

b. Judicial sale. No judicial sale of an apartment, nor any interest therein shall be valid unless:

(1) The sale is to a purchaser approved by the Association, which approval shall be in recordable form, executed by two officers of the Association and delivered to the purchaser; or

(2) The sale is a result of a public sale with open bidding.

c. Unauthorized transaction. Any sale, mortgage or lease which is not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Board of Administration of the Association and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.

d. Gifts; devise or inheritance; other transfers. The foregoing provisions of this Article 11 shall not apply to transfer by an apartment owner to any member of his immediate family (viz: spouse, children or parents).

(1) The phrase, "sell, rent or lease," in addition to its general definition, shall be defined as including, the transferring of an apartment owner's interest by gift, devise or involuntary or judicial sale.

(2) In the event an apartment owner dies and his apartment is conveyed or bequeathed to some person other than his spouse, children or parents,

or if some other person is designated by the decedent's legal representative to receive the ownership of the condominium apartment, or if, under the laws of descent and distribution of the State of Florida, the condominium apartment descends to some person or persons other than the decedent's spouse, children or parents, the Board of Administration of the Association may, within thirty (30) days of proper evidence or rightful designation served upon the President or any other officer of the Association or within thirty(30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as the owner of the condominium parcel.

If the Board of Administration of the Association shall consent, ownership of the condominium parcel may be transferred to the person or persons so designated who shall, thereupon, become the owner(s) of the condominium parcel, subject to the provisions of this Enabling Declaration and the Exhibits thereto attached.

If, however, the Board of Administration of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash, the said condominium parcel, at the then fair market value thereof. Should the parties fail to agree on the value of such condominium parcel, the same shall be determined by an appraiser appointed by the senior judge of the Circuit Court in and for the area wherein the condominium is located, upon ten (10) days' notice, on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons, or the legal representative of the deceased owner, out of the amount realized from the sale of such condominium parcel. In the event the members of the Association do not exercise the privilege of purchasing or furnishing a purchaser said condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, person or persons, or the legal representative of the deceased owner may sell the said condominium unit and such sale shall be subject to, in all other respects, the provisions of this Enabling Declaration and Exhibits attached thereto.

e. Continuing liability. The liability of the apartment owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sublet said interest as provided herein. Every purchaser, tenant or lessee, shall take title subject to this Declaration and the By-Laws and Articles of Incorporation of the Association as well as the provisions of the Condominium Act.

f. Screening fees. The Association may require the deposit of a reasonable screening fee simultaneously with the giving of notice of intention to sell or lease, or of transfer by gift, devise or inheritance, for the purpose of defraying the Association's credit and character report expenses in determining whether to approve or disapprove the transaction or continued ownership by a transferee, said screening fee to be a sum not to exceed Fifty (\$50.00) Dollars.

11.3 Exceptions. The foregoing provisions of this Section 11 shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, or other institution that acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association or other institution that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to an apartment at a duly advertised public sale with open bidding as provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Neither shall such provisions apply to the Developer, or to any person who is an officer, stockholder or director of the Developer, or to any corporation having some or all of its directors, officers or stockholders in common with the Developer, and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of an apartment unit without complying with the provisions of this section, and without approval of the Association.

a. The provisions of this Section 11 shall be inapplicable to the Developer. The said Developer is irrevocably empowered to sell, lease, rent and/or mortgage condominium parcels or apartments, and portions thereof, to any purchaser, lessee or mortgagee approved by it. The Developer shall have the right to transact any business necessary to consummate sales or rentals of apartments or portions thereof, including, but not limited to, the right to maintain models, have signs, use the common elements, and to show apartments. The sales office(s), signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. The Developer may use apartment(s) as sales office(s) and/or model apartment(s).

11.4 Right of Developer. Notwithstanding anything herein to the contrary, the Developer shall have the right of first refusal to purchase any apartment unit which the Association shall have the right to purchase upon the same price and the same terms available to the Association, such right of first refusal to continue until such time as the Developer shall have completed, sold and closed on the sale of all apartments in the Condominium, or until two (2) years after the recording of this Declaration, whichever shall first occur.

12. Compliance and default. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Association or any aggrieved apartment owner to the following relief in addition to the remedies provided by the Condominium Act.

12.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonments of an apartment or its appurtenances or of the common elements of an the apartment owner.

12.2 Costs and attorneys' fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws, or the Regulations adopted pursuant to them, and the documents and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees, including those for appeal if necessary, as may be awarded by the Court.

12.3 No waiver of rights. The failure of the Association or any apartment owner, to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Regulations shall not constitute a waiver of the right to do so thereafter.

13. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

13.2 Resolution. A Resolution for the adoption of a proposed amendment may be proposed by the Board of Administration of the Association or by those members of the Association owning apartments in the Condominium. Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board and signed by persons owning not less than ten (10%) per cent of the apartments in the Condominium. Amendments may be proposed by the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided the President or, in the event of his refusal or failure to act, then the Board of Administration shall call a meeting of those members of the Association owning apartments in the Condominium to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Administrators and

members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

a. Not less than seventy-five (75%) per cent of the entire membership of the Board of Administration and not less than fifty-one (51%) per cent of the apartment owners; or

b. In the alternative, an amendment may be made by an agreement signed and acknowledged by all condominium owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida; provided, however, that until such time as a majority of the members of the Board of Administration are elected by unit owners other than the Developer, all amendments to the Declaration shall be approved as set forth in Paragraph 3.2 a.

c. Until the first election of Administrators, by unit owners other than the Developer, and so long as the Developer shall have the right to fill vacancies existing in the original Board of Administration, proposal of an amendment and approval thereof shall require only the affirmative action of all of the Administrators, and no meeting of the condominium apartment owners nor any approval thereof need be had.

13.3 Developer's consent. Until the last unit within the Condominium is delivered, no amendment to this Declaration shall be made or shall be effective without the written consent of the Developer.

13.4 Amendment of all condominium documents by Developer. Except as elsewhere provided, the condominium documents may be amended as to any and all of the particulars contained therein by the Developer, its successors or assigns, in its sole discretion, and in addition thereto and until such time as above stated, the proceedings of all meetings of the Association shall have no effect until approved by the Developer, but, as to the amendment of the Condominium documents this right is subject, however, to the following provisions:

a. Developer cannot alter those portions of the common elements which are intended to be, or are in fact, utilized solely for ingress and egress to and from individual apartments, in a manner which would substantially effect said ingress and egress.

b. Developer cannot make any substantial change in the purpose of the Association.

13.5 Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages on such unit shall join in the execution of the amendment. Neither shall an amendment in the section

entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty" unless the record owners of all mortgages upon the Condominium shall join in the execution of such amendment. No amendment shall be adopted without the consent and approval of the Developer, so long as it shall own five (5) or more condominium apartments in the THE PATIOS OF OAKWOOD, a Condominium. No amendment shall make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers, or stockholders in common with the Developer, unless the Developer shall join in the execution of such amendment. Notwithstanding any other provisions to the contrary, no amendment which impairs or prejudices the rights or priorities of an institutional mortgagee shall be valid without the prior written consent of such mortgagee.

13.6 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the said certificate shall be executed by the President of the Association and attested to by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of Broward County, Florida.

14. Termination. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

14.1 Destruction. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

14.2 Agreement. The condominium may be terminated any time by approval in writing of all record owners of apartments and all record owners of mortgages on apartments. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than seventy-five (75%) per cent of the common elements, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall share an option to buy all of the apartments of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

a. Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments shall be purchased by each participating owner and shall require the purchase of all apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

b. Price. The sales price for each apartment shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

d. Closing. The sale shall be closed within ten (10) days following the determination of the sales price.

14.3 Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effect the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

14.4 Shares of owners after termination. After termination of the condominium the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owner's apartment prior to the termination.

14.5 Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

15. Compliance with the Department of Business Regulation. The unit owners and the Condominium Association shall comply with Chapter 718, Florida Statutes.

16. Maintenance Contracts. If there shall become available to the Association a program of contract maintenance for all appliances and/or all air-conditioning compressors serving individual condominium units which the Association determines is for the benefit of the condominium unit owners to consider then, upon resolution of the unit owners by a majority of those voting at a special meeting of the Association at which a quorum is present, or by a majority of their whole number in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be a common expense. If, on the other hand, the Association determines that the program may be undertaken by the Association for the benefit of condominium unit owners who elect to be included in the program, then the Association may undertake the program without consent of the membership being required as aforesaid, and the costs of such contractual undertakings shall be borne exclusively by the unit owners electing to be included

in the program, and shall not be a common expense of the Association, but the Association may arrange for the collection of the contract costs from the individual owners electing to be included therein, may execute the contractual undertaking involved upon such terms and conditions as the Association deems proper and require from the unit owners electing in such written undertakings, as the Association shall deem proper, to evidence the said unit owners' obligations to the Association for their proportionate share of the costs of such program.

17. Assignability of Right of Developer. The rights and privileges reserved in this Declaration of Condominium and the Exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the Developer and/or exercised by the successor or successors-in-interest of the Developer and/or the successor or successors-in-interest or the nominees, assignees or designees of the nominees, assignees or designees of the Developer.

18. Execution of documents required by Broward County, Florida. The Developer's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by Broward County, Florida. To the extent that said documents require the joinder of any or all property owners in this Condominium, each of said owners, does irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

19. Change in Developer-owned units. Developer shall have the right, without the vote or consent of the Association, to:

a. Make alterations, additions or improvements in, to and upon units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary.

b. Change the layout or number of rooms in any Developer-owned units.

c. Change the size and/or number of Developer-owned units by subdividing one or more Developer-owned units into two or more separate units, combining separate Developer-owned units (including those resulting from such subdivision or otherwise) into one or more units, or otherwise.

d. Reapportion among Developer-owned units affected by such change in size or number pursuant to the preceding clause, their appurtenant interest in the common elements and share of the common expenses; provided, however, that the percentage interest in the common elements of any units (other than Developer-owned units) shall not be changed by reason thereof unless the owners of such units shall consent thereto and, provided further that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction.

The provisions of this paragraph may not be added to, amended or deleted without the prior written consent of the Developer.

20. Additional provisions.

20.1 Should any dispute or litigation arise between any of the parties whose rights and/or duties are affected or determined by this Declaration or any of the Exhibits attached hereto, said dispute or litigation shall be determined pursuant to the laws of the State of Florida.

20.2 In the event that any of the terms, provisions or covenants of this Declaration or any of the Exhibits attached hereto are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings will not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable herein.

20.3 Notwithstanding anything to the contrary herein, nothing shall prevent the combining of units in the Condominium, but said combined units shall retain their original appurtenant shares of the common elements, common expenses, common surplus and voting rights.

20.4 Captions used in these documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the documents.

20.5 Upon written request, Institutional Mortgagees shall have the right to examine the books and records of the Association.

IN WITNESS WHEREOF, the DEVELOPER has executed this Declaration of Condominium the day and year first above written.

Witnesses:

THE PATIOS OF OAKWOOD, a Florida  
limited partnership,  
BY: SMILEN HOMES, INC., a Florida  
corporation, General Partner

By

Gerald M. Smilen, Sr., President

(CORPORATE SEAL)

THE PATIOS OF OAK WOOD, A CONDOMINIUM  
PHASE I - LEGAL DESCRIPTION  
EXHIBIT

A PORTION OF PARCEL "P" OF THE PLAT OF "OAK WOOD" AS RECORDED IN PLAT BOOK 80, PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WESTERN MOST CORNER OF SAID PARCEL "P"; THENCE N 20° 30' 14" E ALONG THE WEST LINE OF SAID PARCEL "P" A DISTANCE OF 139.45 FEET; THENCE N 89° 20' 51" E ALONG THE NORTH LINE OF SAID PARCEL "P" A DISTANCE OF 125.60 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT SAID CURVE ALSO BEING THE NORTH LINE OF SAID PARCEL "P", THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1001.44 FEET, A CENTRAL ANGLE OF 04° 07' 02", AN ARC DISTANCE OF 71.96 FEET; THENCE S 00° 39' 09" E A DISTANCE OF 140.21 FEET TO A POINT LYING ON A CIRCULAR CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF S 35° 45' 10" E; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 04° 15' 02", AN ARC DISTANCE OF 1.86 FEET TO THE POINT OF TANGENCY; THENCE S 31° 30' 08" E A DISTANCE OF 49.18 FEET; THENCE S 58° 29' 52" W A DISTANCE OF 19.39 FEET; THENCE S 04° 31' 02" A DISTANCE OF 70.87 FEET; THENCE S 89° 20' 50" W A DISTANCE OF 57.26 FEET; THENCE N 00° 39' 10" W A DISTANCE OF 135.06 FEET; THENCE S 89° 20' 50" W A DISTANCE OF 113.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET; A CENTRAL ANGLE OF 38° 50' 38", AN ARC DISTANCE OF 16.95 FEET TO THE POINT OF TANGENCY; THENCE S 50° 30' 13" W A DISTANCE OF 48.44 FEET TO A POINT LYING ON A CIRCULAR CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF N 30° 17' 23" W, SAID POINT ALSO LYING ON THE WEST LINE OF SAID PARCEL "P"; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE WEST LINE OF SAID PARCEL "P", HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 39° 12' 24", AN ARC DISTANCE OF 51.32 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 0.65 ACRES MORE OR LESS.

EXHIBIT A

SHEET 1 OF 2

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.

CONSULTING ENGINEERS LAND SURVEYORS

LAND DEVELOPMENT CONSULTANTS

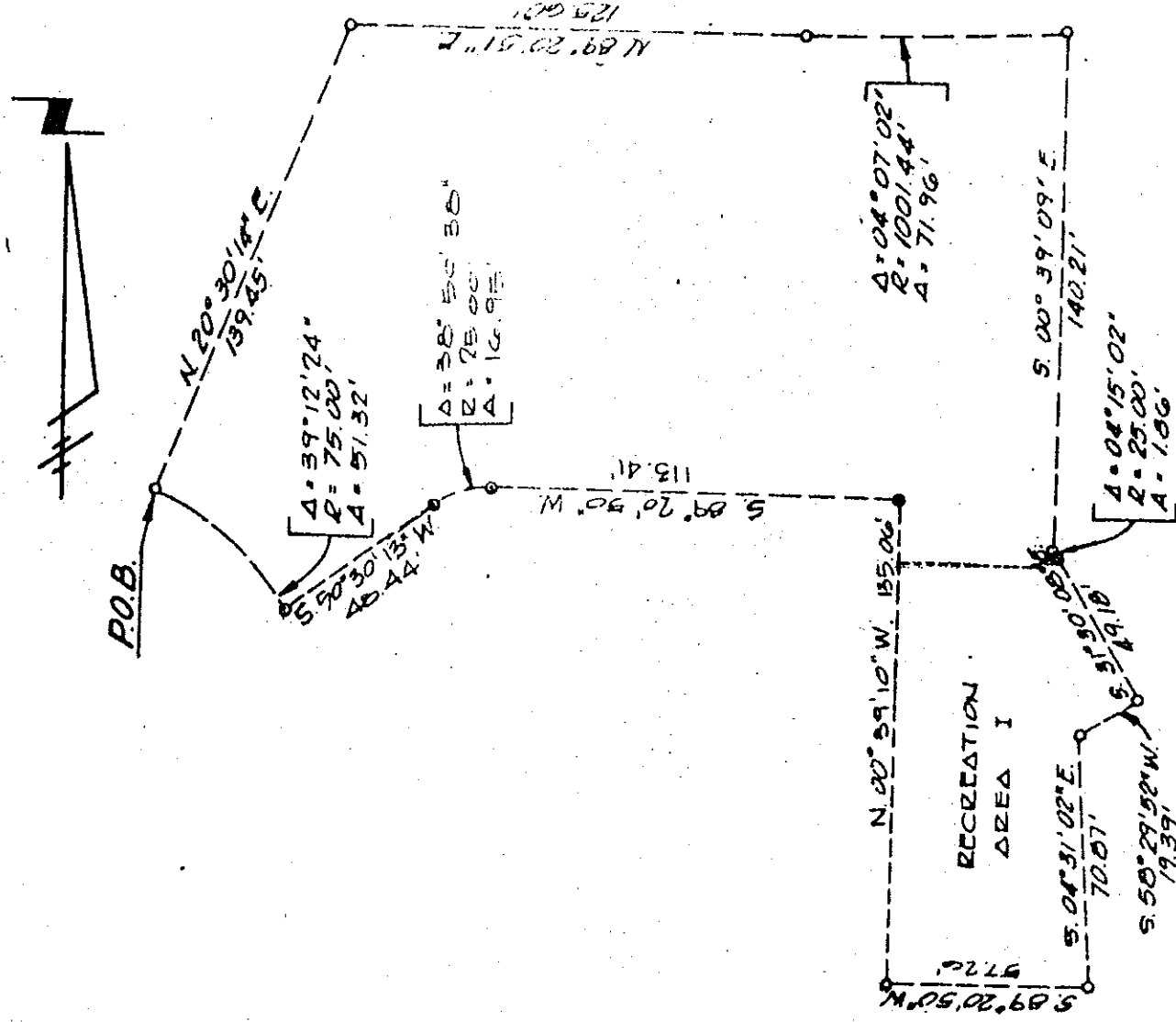
101 N. STATE ROAD 7 MARGATE, FL 33063 305-972-3959

JOB NO. 8001010 DATE: 5-8-80 DRAWN: G. H. /mo CHECKED: J. M. R. /mo

# THE PATIOS OF OAK WOOD, A CONDOMINIUM

## PHASE I - SKETCH

### EXHIBIT



SCALE: 1" = 50'

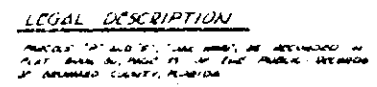
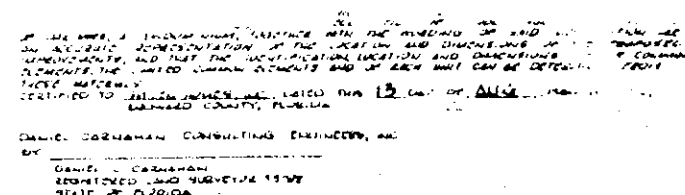
SHEET 2 of 2

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.

CONSULTING ENGINEERS LAND SURVEYORS

LAND DEVELOPMENT CONSULTANTS

101 N. STATE ROAD 7 MARGATE, FL 33063 305-972-2000



BUILDING TYPE

|                 |    |
|-----------------|----|
| <u>TYPE "I"</u> |    |
| BL 003          | 01 |
| BL 001          | 02 |
| BL 002          | 03 |
| BL 003          | 04 |
| <u>TYPE "A"</u> |    |
| BL 003          | 05 |
| BL 001          | 06 |
| BL 002          | 07 |
| BL 003          | 08 |
| <u>TYPE "B"</u> |    |
| BL 003          | 09 |
| <u>TYPE "C"</u> |    |
| BL 003          | 10 |

LEGEND

① BUILDING NUMBER  
(P-1) UNIT NUMBER (FIRST FLOOR)  
(S-1) UNIT NUMBER (SECOND FLOOR)  
A-1 PARKING SPACE NUMBER  
FIRST FLOOR

EXHIBIT B and B-1

D  
C

**DANIEL CARNAHAN CONSULTING ENGINEERS, INC.**  
CONSULTING ENGINEERS LAND SURVEYORS  
LAND DEVELOPMENT CONSULTANTS  
100 N. STATE ROAD 1  
MARIETTA, FLORIDA 33003  
(504) 872-3889

| DATE | BY | CR'D | REVISION | REV         |
|------|----|------|----------|-------------|
|      |    |      |          | 1-30'       |
|      |    |      |          | 6-8-80      |
|      |    |      |          | 7-23-80 Mcl |
|      |    |      |          | 10-27-80    |
|      |    |      |          | REV         |
|      |    |      |          | 04          |

**THE PATIOS OF OAK WOOD**  
A CONDOMINIUM

FILE NO. 44-2000

THE PATIOS OF OAK WOOD, A CONDOMINIUM  
PHASE II - LEGAL DESCRIPTION  
EXHIBIT

A PORTION OF PARCEL "P" OF THE PLAT OF "OAK WOOD" AS RECORDED IN PLAT BOOK 80, PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "P"; THENCE S 88° 42' 00" W ALONG THE SOUTH LINE OF SAID PARCEL "P" A DISTANCE OF 180.89 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE SOUTH LINE OF SAID PARCEL "P", HAVING A RADIUS OF 8820.57 FEET, A CENTRAL ANGLE OF 00° 11' 32", AN ARC DISTANCE OF 29.59 FEET; THENCE N 01° 06' 28" W A DISTANCE OF 157.66 FEET TO THE POINT OF BEGINNING; THENCE S 31° 40' 01" W A DISTANCE OF 52.07 FEET; THENCE S 89° 20' 50" W A DISTANCE OF 18.00 FEET; THENCE S 00° 39' 10" E A DISTANCE OF 13.00 FEET; THENCE S 89° 20' 50" W A DISTANCE OF 113.00 FEET TO A POINT LYING ON THE WEST LINE OF SAID PARCEL "P"; THENCE N 00° 39' 10" W ALONG SAID WEST LINE A DISTANCE OF 119.06 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE ALSO BEING THE WEST LINE OF SAID PARCEL "P"; HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 29° 38' 13", AN ARC DISTANCE OF 38.80 FEET; THENCE N 50° 30' 13" E A DISTANCE OF 48.44 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 38° 50' 38", AN ARC DISTANCE OF 16.95 FEET TO THE POINT OF TANGENCY; THENCE N 89° 20' 50" E A DISTANCE OF 113.41 FEET; THENCE S 00° 39' 10" E A DISTANCE OF 135.06 FEET; THENCE N 89° 20' 50" E A DISTANCE OF 1.84 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 0.659 ACRES MORE OR LESS.

Exhibit B-2

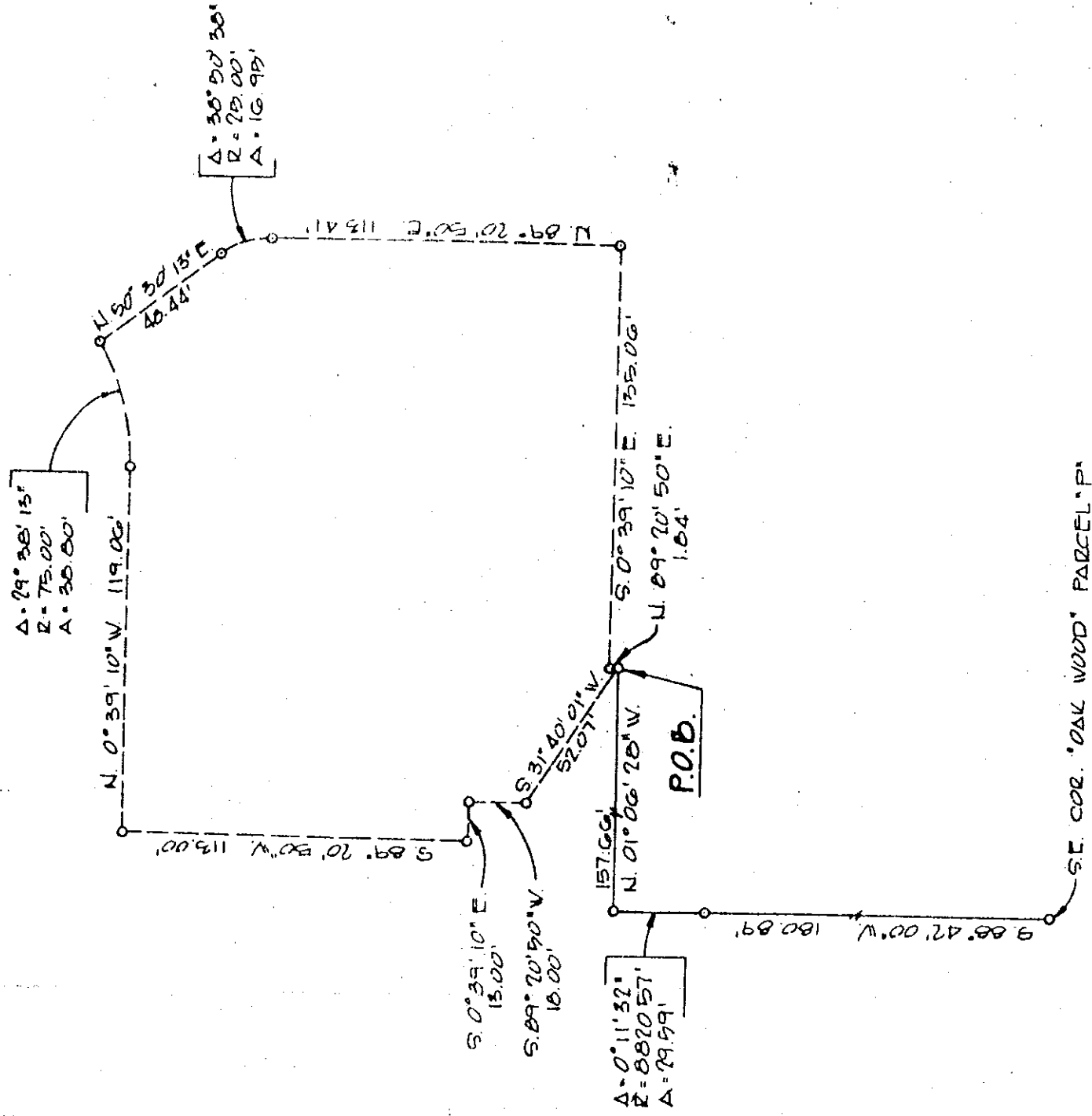
Sheet 3 of 10

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.

CONSULTING ENGINEERS LAND SURVEYORS  
LAND DEVELOPMENT CONSULTANTS

101 N STATE ROAD 7 MARGATE FL 33063 305-972-3959

THE PATIOS OF OAK WOOD, A CONDOMINIUM  
 PHASE II - SKETCH  
 EXHIBIT "C"



Scale 1" = 50'

Exhibit D-2

Sheet 4 of 10

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.  
 CONSULTING ENGINEERS LAND SURVEYORS  
 LAND DEVELOPMENT CONSULTANTS

101 N. STATE ROAD 7 MARGATE, FL 33063 305-972-3959

JOB NO. 8001010

DATE: 5.8.50

DRAWN: DCW

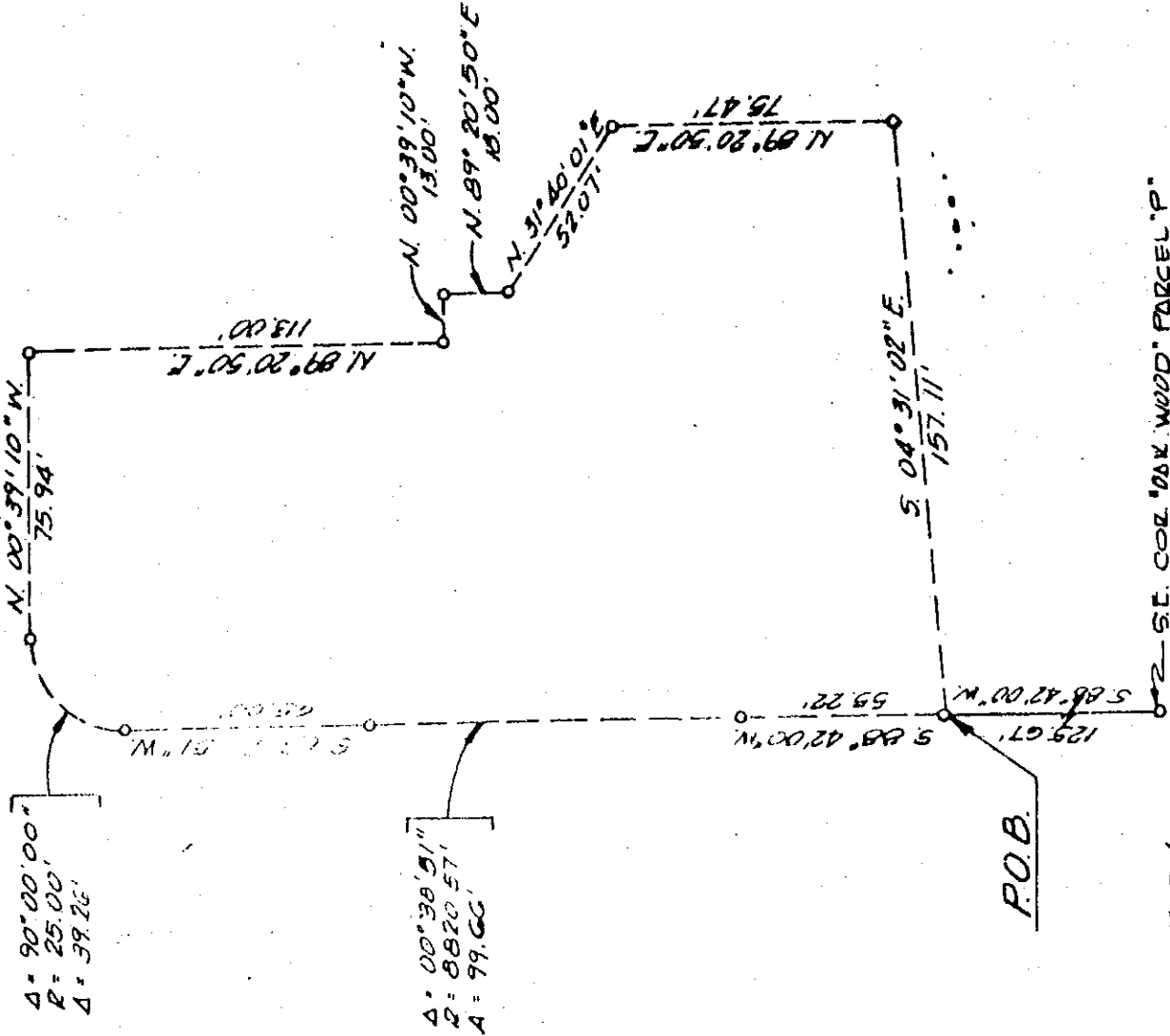
CHECKED: CH

FB/PB

# THE PATIOS OF OAK WOOD, A CONDOMINIUM

## PHASE III - SKETCH

### EXHIBIT



SCALE: 1" = 50'

2 - SE. COR. 'OAK WOOD' PARCEL 'P'

SHEET 6 of 12

Exhibit B-3  
DANIEL CARNAHAN CONSULTING ENGINEERS, INC.

CONSULTING ENGINEERS LAND SURVEYORS  
LAND DEVELOPMENT CONSULTANTS

101 N. STATE ROAD 7 MARGATE, FL 33063 305-972-3959

THE PATIOS OF OAK WOOD A CONDOMINIUM

PHASE III - LEGAL DESCRIPTION

EXHIBIT "A"

A PORTION OF PARCEL "P" OF THE PLAT OF "OAK WOOD" AS RECORDED IN PLAT BOOK 80, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH-EAST CORNER OF SAID PARCEL "P"; THENCE S 88° 42' 00" W ALONG THE SOUTH-LINE OF SAID PARCEL "P" A DISTANCE OF 125.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 88° 42' 00" W ALONG THE SOUTH LINE OF SAID PARCEL "P" A DISTANCE OF 55.22 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE ALSO BEING THE SOUTH LINE OF SAID PARCEL "P"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 8820.57 FEET, A CENTRAL ANGLE OF 00° 38' 51", AN ARC DISTANCE OF 99.66 FEET TO THE POINT OF TANGENCY; THENCE S 89° 20' 50" ALONG THE SOUTH LINE OF SAID PARCEL "P" A DISTANCE OF 65.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 39.26 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO LYING ON THE WEST LINE OF SAID PARCEL "P"; THENCE N 00° 39' 10" W A DISTANCE OF 75.94 FEET; THEN N 89° 20' 50" E A DISTANCE OF 113.00 FEET; THENCE N 00° 39' 10" W A DISTANCE OF 13.00 FEET; THENCE N 89° 20' 50" E A DISTANCE OF 18.00 FEET; THENCE N 31° 40' 01" E A DISTANCE OF 52.07 FEET; THENCE N 89° 20' 50" E A DISTANCE OF 75.47 FEET; THENCE S 04° 31' 02" E A DISTANCE OF 157.11 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 0.684 ACRES MORE OR LESS.

Exhibit B-3

SHEET 5 of 10

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.

CONSULTING ENGINEERS LAND SURVEYORS

LAND DEVELOPMENT CONSULTANTS

101 N. STATE ROAD 7 MARGATE, FL 33063 305-972-3959

JOB NO 8/22/2017

THE PATIOS OF OAK WOOD A CONDOMINIUM

PHASE IV - LEGAL DESCRIPTION

EXHIBIT

A PORTION OF PARCEL "P" OF THE PLAT OF "OAK WOOD" AS RECORDED IN PLAT BOOK 80, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTH-EAST CORNER OF SAID PARCEL "P"; THENCE S 88° 42' 00" W ALONG THE SOUTH-LINE OF SAID PARCEL "P" A DISTANCE OF 125.67 FEET; THENCE N 04° 31' 02" W A DISTANCE OF 157.11 FEET; THENCE S 89° 20' 50" W A DISTANCE OF 20.05 FEET; THENCE N 04° 31' 02" W A DISTANCE OF 70.87 FEET; THENCE N 58° 29' 52" E A DISTANCE OF 19.39 FEET; THENCE N 31° 30' 08" W A DISTANCE OF 49.18 FEET; TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 04° 15' 02", AN ARC DISTANCE OF 1.86 FEET; THENCE N 00° 39' 09" W A DISTANCE OF 140.21 FEET TO A POINT LYING ON A CIRCULAR CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF N 85° 13' 49" E, SAID CURVE ALSO BEING THE NORTH LINE OF SAID PARCEL "P"; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1001.44 FEET; A CENTRAL ANGLE 07° 15' 50" AN ARC DISTANCE OF 126.96 FEET TO A POINT LYING ON A CIRCULAR CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF S 11° 28' 32" E SAID CURVE ALSO BEING THE EAST LINE OF SAID PARCEL "P"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING AN RADIUS OF 2544.92 FEET, A CENTRAL ANGLE OF 09° 54' 16", AN ARC DISTANCE OF 439.93 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 1.346 ACRES MORE OR LESS.

OFF  
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Sheet 7 of 12

Exhibit B-4

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.

CONSULTING ENGINEERS LAND SURVEYORS

LAND DEVELOPMENT CONSULTANTS

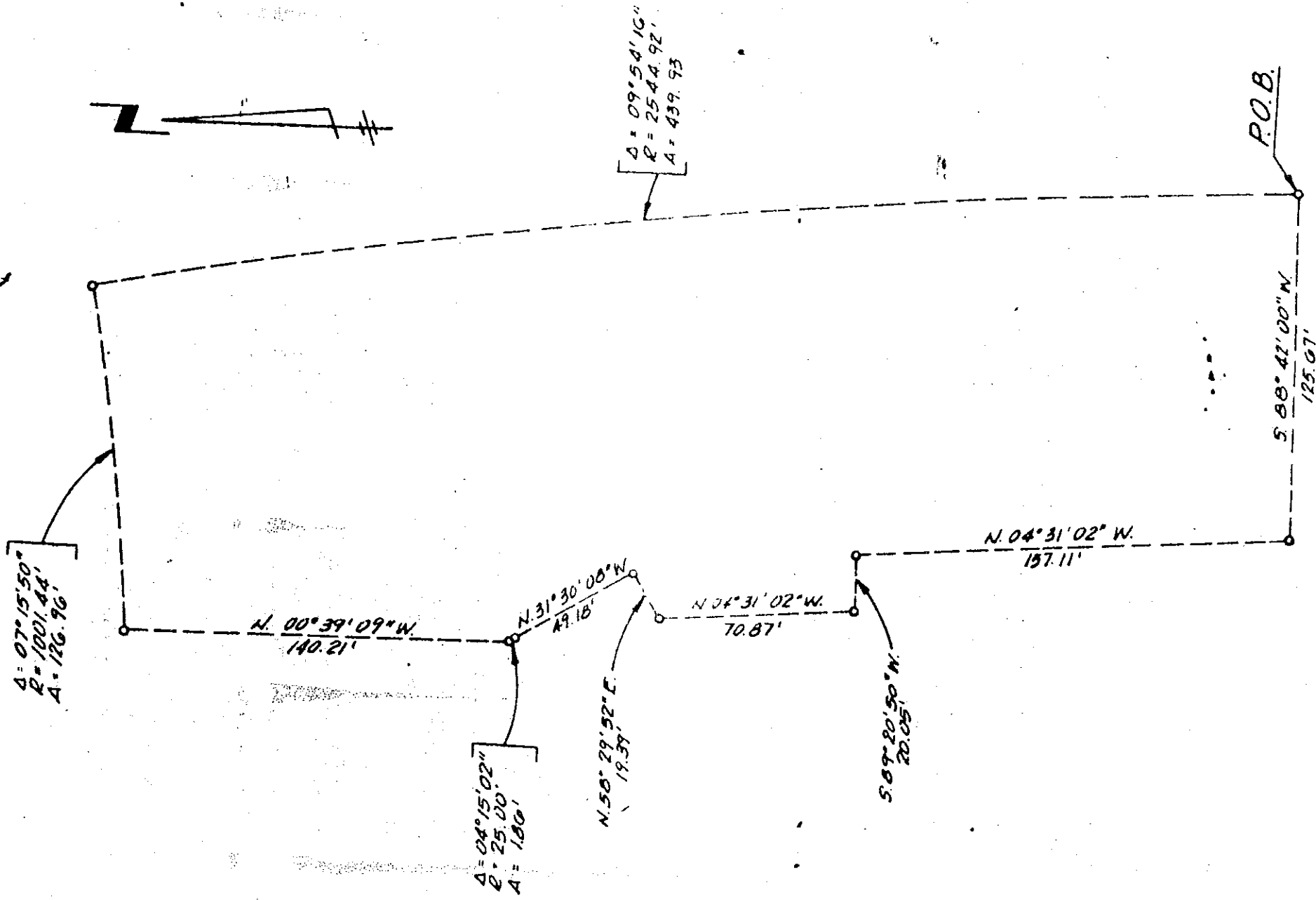
101 N. STATE ROAD 7

MIAMI, FLORIDA

# THE PATIOS OF OAK WOOD, A CONDOMINIUM

## PHASE IV - SKETCH

### EXHIBIT "A"



SCALE: 1" = 50'

SHEET 8 of 12

Exhibit B-4

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.  
CONSULTING ENGINEERS LAND SURVEYORS  
LAND DEVELOPMENT CONSULTANTS

101 N. STATE ROAD 7 MARGATE, FL 33063 305-972-3959

JOB NO 0001010 DATE 5.8.80

DRAWN REV

CHECKED: C.H.

PB/PG

EXHIBIT V - LEGAL DESCRIPTION

PHASE V - LEGAL DESCRIPTION

EXHIBIT "A"

A PORTION OF PARCEL "S" OF THE PLAT OF "OAK WOOD" AS RECORDED IN PLAT BOOK 80, PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH-EAST CORNER OF SAID PARCEL "S"; THENCE S 88° 42' 00" W, ALONG THE NORTH LINE OF SAID PARCEL "S" A DISTANCE OF 103.00 FEET TO THE POINT OF BEGINNING; THENCE S 01° 18' 00" E, A DISTANCE OF 138.45 FEET; THENCE S 89° 20' 50" W, A DISTANCE OF 44.42 FEET; THENCE S 01° 18' 00" E, A DISTANCE OF 55.05 FEET; THENCE S 89° 21' 05" W, A DISTANCE OF 50.01 FEET; THENCE S 00° 38' 55" E, A DISTANCE OF 44.00 FEET; THENCE S 89° 21' 05" W, A DISTANCE OF 171.87 FEET; THENCE N 00° 38' 55" W, A DISTANCE OF 20.32 FEET; THENCE N 42° 19' 03" W, A DISTANCE OF 20.35 FEET TO A POINT LYING ON A CIRCULAR CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF N 65° 08' 24" E, SAID CURVE ALSO BEING THE WEST LINE OF SAID PARCEL "S"; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET; A CENTRAL ANGLE OF 105° 30' 27", AN ARC DISTANCE OF 73.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE ALSO BEING THE WEST LINE OF SAID PARCEL "S"; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 39° 42' 54", AN ARC DISTANCE OF 17.33 FEET TO THE POINT OF TANGENCY; THENCE N 00° 39' 10" W, A DISTANCE OF 97.50 FEET ALONG THE WEST LINE OF SAID PARCEL "S" TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY AND EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 30.26 FEET TO THE POINT OF TANGENCY; THENCE N 89° 20' 51" E, ALONG THE NORTH LINE OF SAID PARCEL "S" A DISTANCE OF 65.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE ALSO BEING THE NORTH LINE OF SAID PARCEL "S"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 8880.57 FEET, A CENTRAL ANGLE OF 50° 34' 11", AN ARC DISTANCE OF 100.34 FEET TO THE POINT OF TANGENCY; THENCE S 89° 20' 00" E, ALONG THE NORTH LINE OF SAID PARCEL "S" A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

AND BEING IN BROWARD COUNTY, FLORIDA AND MORE OR LESS.

SHEET 9 OF 12

Exhibit B-5  
CARNAHAN CONSULTING ENGINEERS, INC.

SURVEYING ENGINEERS LAND SURVEYORS

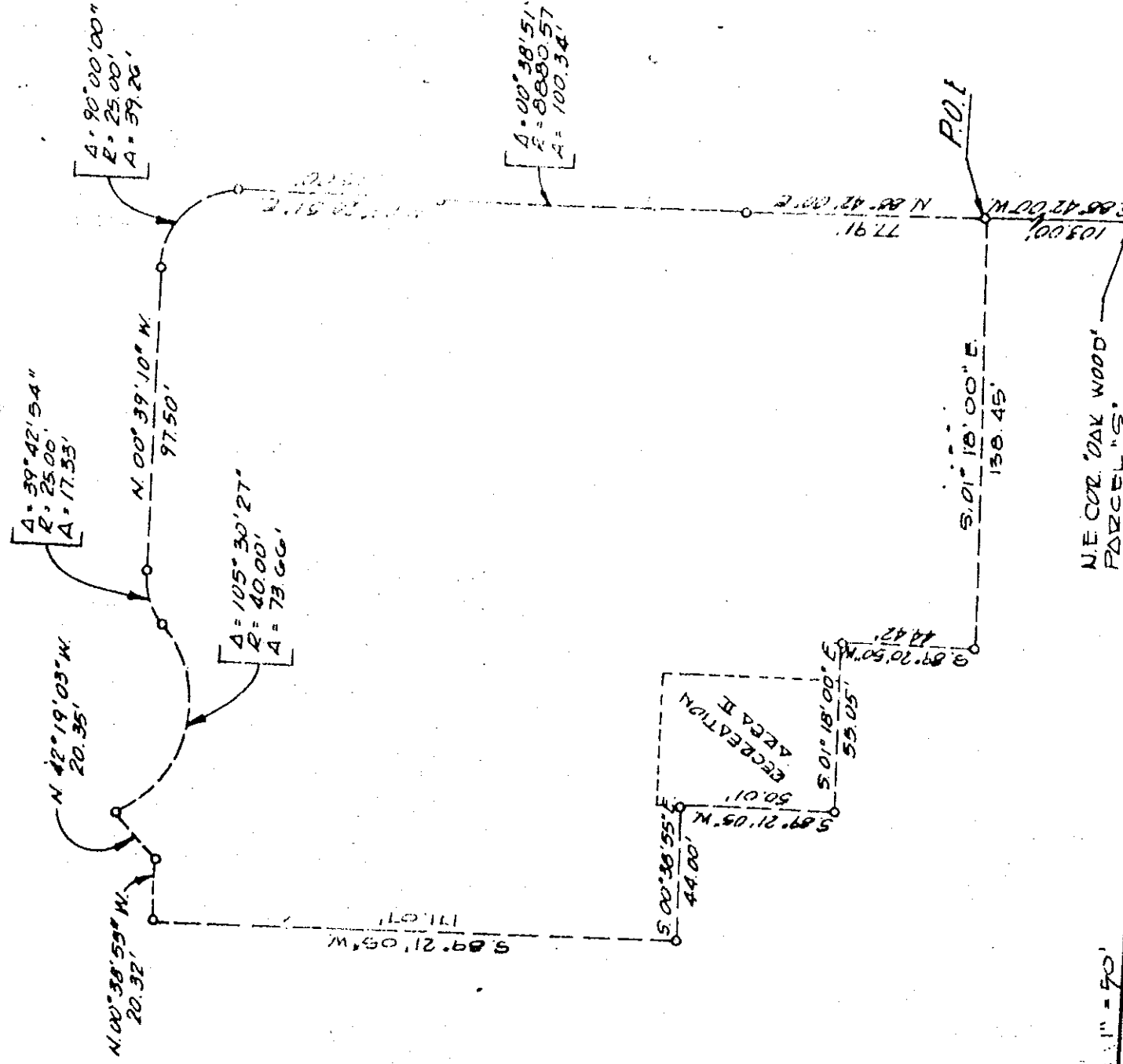
LAND DEVELOPMENT CONSULTANTS

ROAD 7 MARBATE, FL 33063 305-972-3959

THE PATIOS OF OAK WOOD, A CONDOMINIUM

PHASE V - SKETCH

EXHIBIT "A"



DANIEL CARNAHAN CONSULTING ENGINEERS  
CONSULTING ENGINEERS LAND SURVEYOR  
LAND DEVELOPMENT CONSULTANT

101 N. STATE ROAD 7 MARGATE, FL. 33063

JOB NO. 8001010

DATE: 5-8-80

DRAWN: RCN

CHECKED: /

THE PATIOS OF OAK WOOD A CONDOMINIUM

PHASE VI - LEGAL DESCRIPTION

EXHIBIT "A"

A PORTION OF PARCEL "S" OF THE PLAT OF "OAK WOOD" AS RECORDED IN PLAT BOOK 80, PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "S"; THENCE S 01°18' 00" E, ALONG THE EAST LINE OF SAID PARCEL "S" A DISTANCE OF 341.69 FEET; THENCE S 89°21'05" W, ALONG THE SOUTH LINE OF SAID PARCEL "S" A DISTANCE OF 400.10 FEET; THENCE N 00°39'10" W, ALONG THE WEST LINE OF SAID PARCEL "S" A DISTANCE OF 135.00 FEET TO A POINT LYING ON A CIRCULAR CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF N 89° 20'50" E, SAID CURVE ALSO BEING THE WEST LINE OF SAID PARCEL "S"; THENCE EASTERLY AND NORTHERLY SLONG THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 24°12'27", AN ARC DISTANCE OF 16.90 FEET; THENCE S 42°19'03" E, A DISTANCE OF 20.35 FEET; THENCE S 00°38'55" E, A DISTANCE OF 20.32 FEET; THENCE N 89°21'05" E, A DISTANCE OF 171.07 FEET; THENCE N 00°38'55" W, A DISTANCE OF 44.00 FEET; THENCE N 89°21'05" E, A DISTANCE OF 50.01 FEET; THENCE N 01° 18'00" W, A DISTANCE OF 55.05 FEET; THENCE N 89°20'50" E, A DISTANCE OF 44.42 FEET; THENCE N 01°18'00" W, A DISTANCE OF 138.45 FEET TO A POINT LYING ON THE NORTH LINE OF SAID PARCEL "S"; THENCE N 88°42'00" E, ALONG THE NORTH LINE OF SAID PARCEL "S" A DISTANCE OF 103.00 FEET TO THE POINT OF BEGINNING.  
SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 1.681 ACRES MORE OR LESS.

SHEET 11 - F 12

Exhibit B-6

**EL CARNAHAN CONSULTING ENGINEERS, INC.**

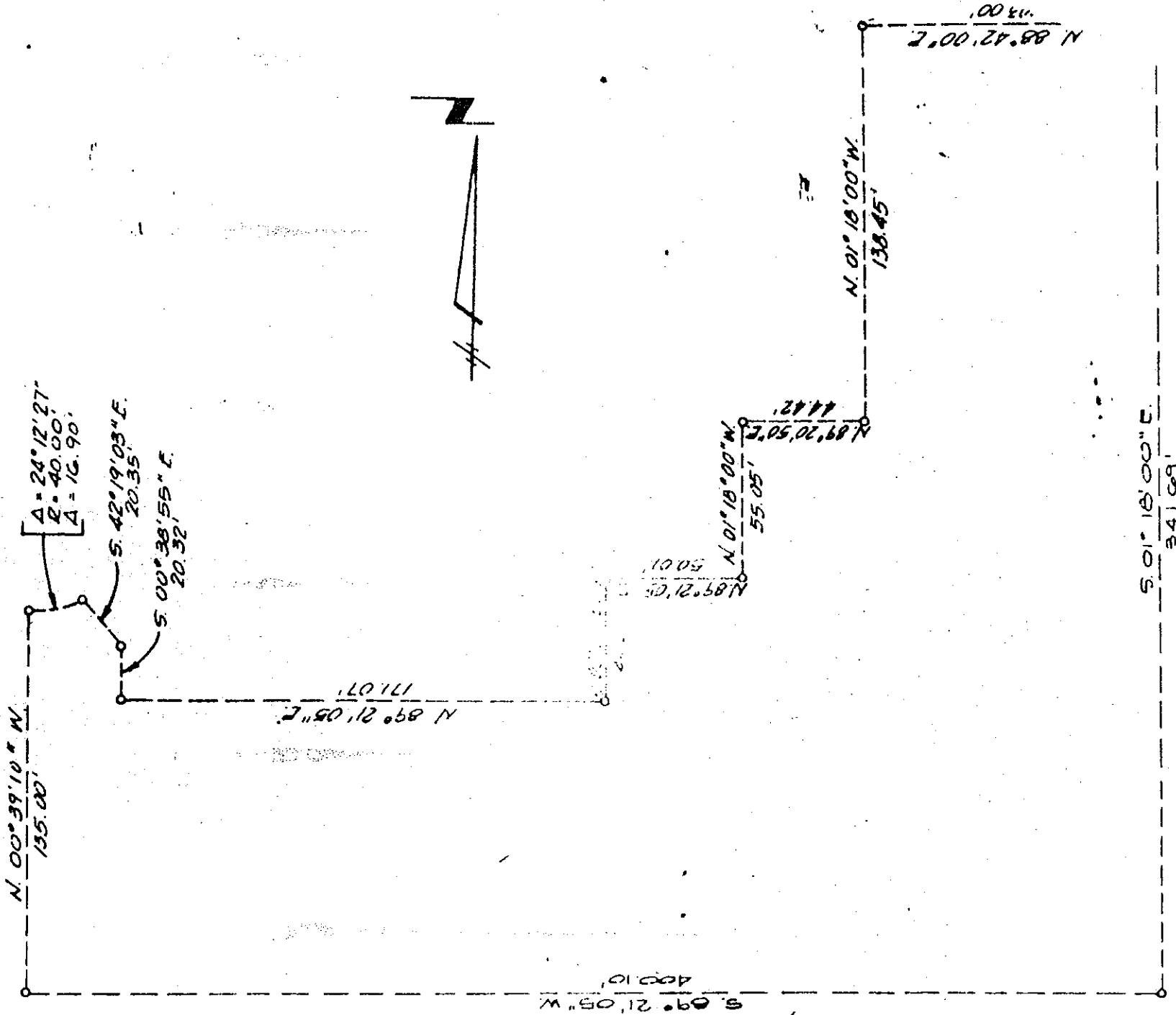
**CONSULTING ENGINEERS LAND SURVEYORS  
LAND DEVELOPMENT CONSULTANTS**

**ROAD 7 MARGATE FL 33063 305-872-1050**

THE PATIOS OF OAK WOOD, A CONDOMINIUM

PHASE VI - SKETCH

EXHIBIT "L"



SCALE: 1"=50'

SHEET

EXHIBIT B-6  
DANIEL CARNAHAN CONSULTING ENGINEERS,  
CONSULTING ENGINEERS LAND SURVEYORS  
LAND DEVELOPMENT CONSULTANTS

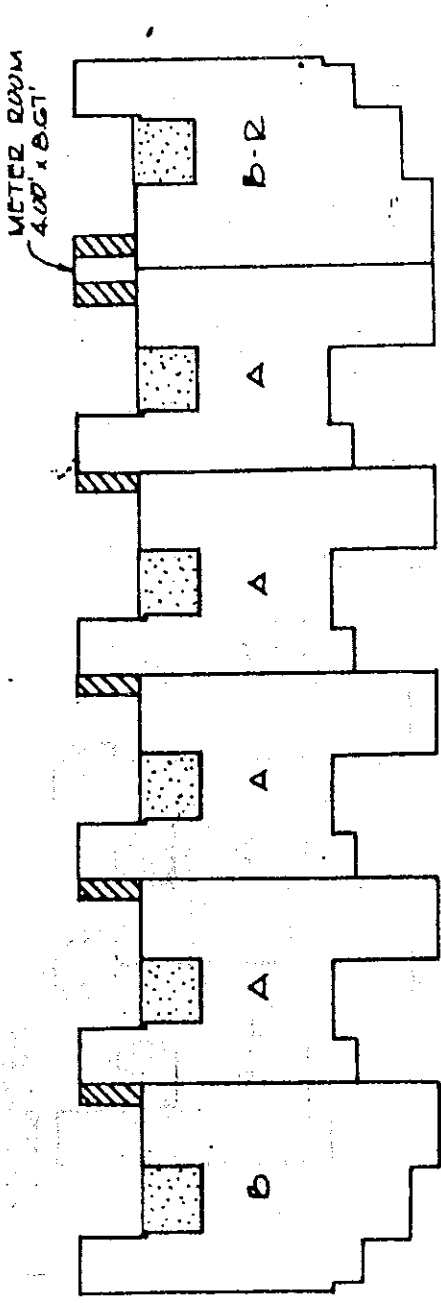
101 N. STATE ROAD 7 MARGATE, FL 33063

JOB NC 8001010 DATE: 5-8-80 DRAWN: BEN CHECKED: G

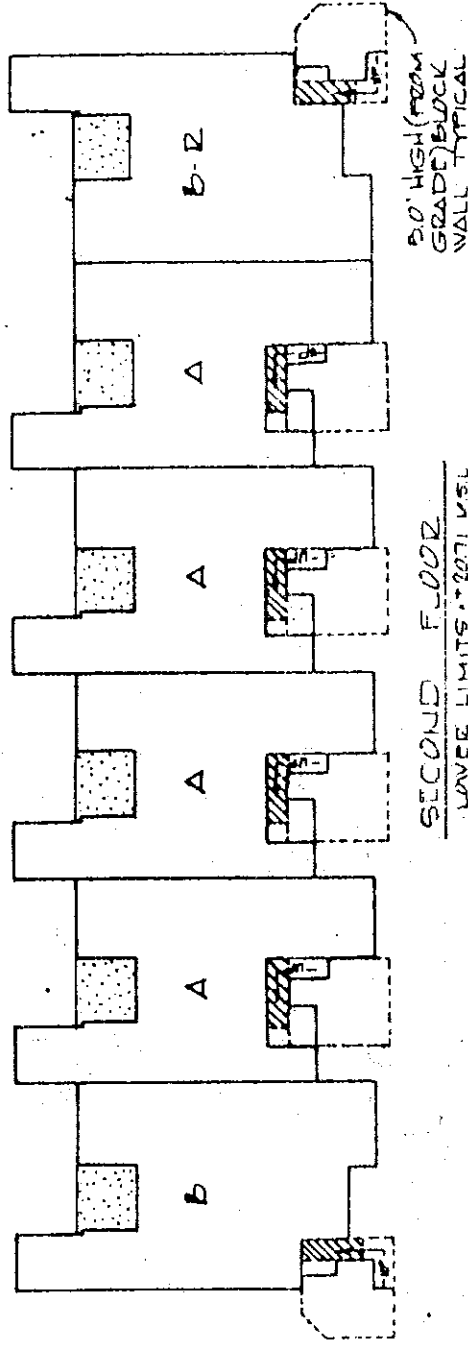
THE PATIOS OF OAK WOOD A CONDOMINIUM

BUILDING TYPE "II" - FLOOR PLAN

EXHIBIT



FIRST FLOOR  
LOWER LIMITS: +12.00 M.S.L.  
UPPER LIMITS: +20.04 M.S.L.



SECOND FLOOR  
LOWER LIMITS: +20.71 M.S.L.  
UPPER LIMITS: +20.84 M.S.L.

LEGEND

|              |     |                      |
|--------------|-----|----------------------|
| STORAGE      | A   | TYPE A UNIT          |
| TERRACE      | A-R | TYPE A UNIT REVERSED |
| GARDEN COURT | B   | TYPE B UNIT          |
| STAIRS       | B-R | TYPE B UNIT REVERSED |

NOTES:

- INTERNAL PARTITION WALLS ARE NOT SHOWN.
- ELEVATIONS SHOWN REFER TO N.O.S. MEAN SEA LEVEL VERTICAL DATUM.
- THE FLOOR PLANS AND DIMENSIONS SHOWN HEREON ARE COMPILED FROM PLANS DATA FURNISHED BY ALLEN C. ROTH, ARCHITECT. ALL DRAWINGS SUBMITTED HERE WITH ARE PROPOSED.
- GARDEN COURT FOR SECOND FLOOR UNITS ARE LOCATED ON FIRST FLOOR (GRADE LEVEL).
- STORAGE FOR SECOND FLOOR UNITS ARE LOCATED ON FIRST FLOOR LEVEL (UNDER STAIRS).  
FIRST FLOOR TYPE A & B UNIT - STORAGE = 3.00' x 8.67'  
SECOND FLOOR TYPE A UNIT - STORAGE = 3.17' x 10.42'  
SECOND FLOOR TYPE B UNIT - STORAGE = 3.17' x 9.50'

SHEET 2 OF

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.

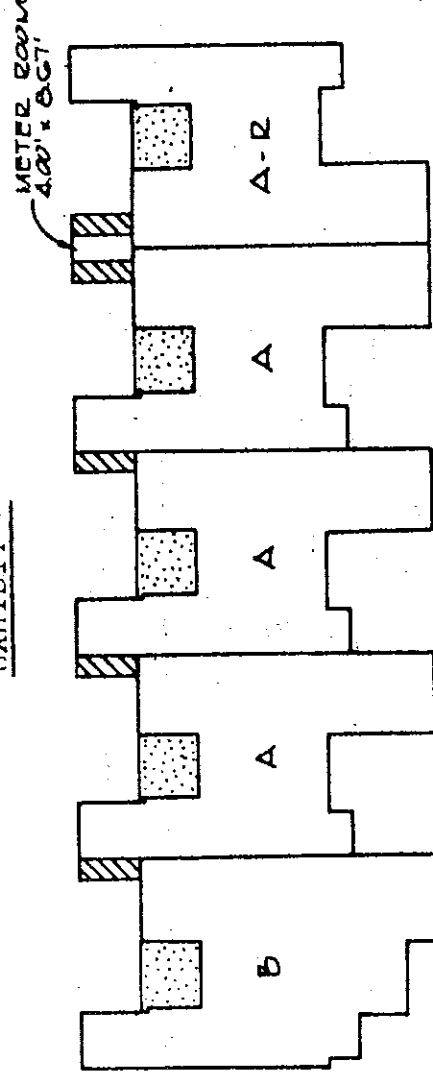
CONSULTING ENGINEERS LAND SURVEYORS

LAND DEVELOPMENT CONSULTANTS

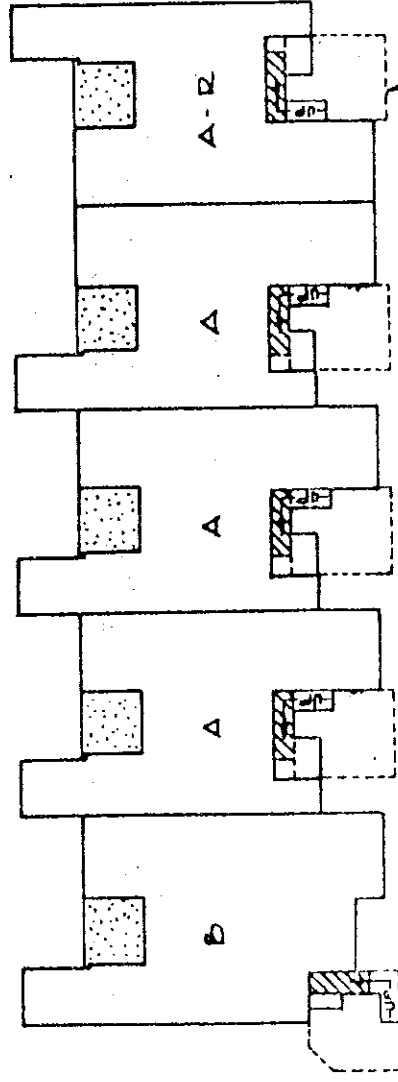
STATE ROAD 7 MARGATE, FL 33063 305-972-3959

DATE: 5-8-80 DRAWN: D.C. CHECKED: G.R.

THE PATIOS OF OAK WOOD, A CONDOMINIUM  
BUILDING TYPE 'I' - FLOOR PLAN  
EXHIBIT



FIRST FLOOR  
LOWER LIMITS: +12.00 MSL  
UPPER LIMITS: +20.04 MSL



SECOND FLOOR  
LOWER LIMITS: +20.71 MSL  
UPPER LIMITS: +28.86 MSL

LEGEND

|              |     |                      |
|--------------|-----|----------------------|
| STORAGE      | A   | TYPE A UNIT          |
| TERRACE      | A-R | TYPE A UNIT REVERSED |
| GARDEN COURT | B   | TYPE B UNIT          |
| STAIRS       | B-R | TYPE B UNIT REVERSED |

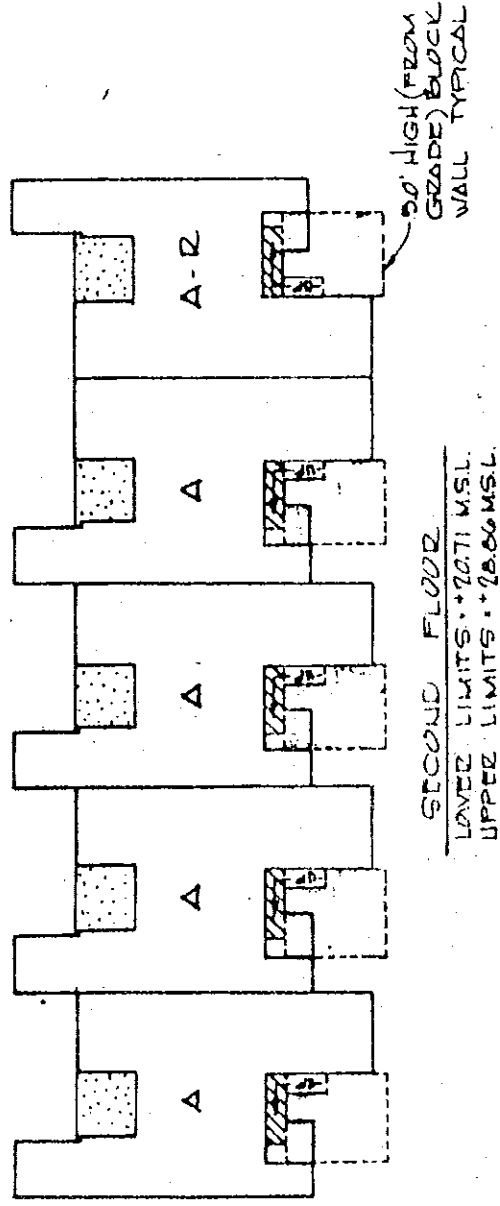
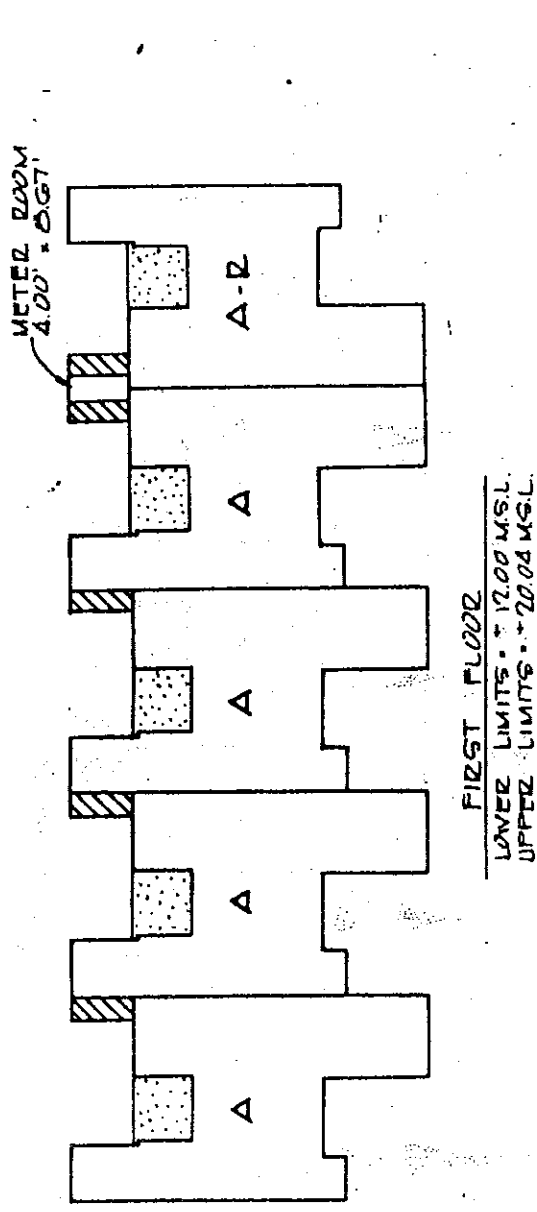
NOTES:

- INTERNAL PARTITION WALLS ARE NOT SHOWN.
- ELEVATIONS SHOWN REFER TO N.O.S. MEAN SEA LEVEL VERTICAL DATUM.
- THE FLOOR PLANS AND DIMENSIONS SHOWN HEREON ARE COMPILED FROM PL DATA FURNISHED BY ALLEN C. ROTH, ARCHITECT. ALL DRAWINGS SUBMITTED WITH ARE PROPOSED.
- GARDEN COURT FOR SECOND FLOOR UNITS ARE LOCATED ON FIRST FLOOR LEVEL.
- STORAGE FOR SECOND FLOOR UNITS ARE LOCATED ON FIRST FLOOR L' STAIRS).
- FIRST FLOOR TYPE A & B UNIT - STORAGE = 3.00' x 8.67'  
SECOND FLOOR TYPE A UNIT - STORAGE = 3.17' x 10.42'  
SECOND FLOOR TYPE B UNIT - STORAGE = 3.17' x 9.50'

EXHIBIT C (6 pages)

DANIEL CARNAHAN CONSULTING ENGINEER  
CONSULTING ENGINEERS LAND SUR  
LAND DEVELOPMENT CONSULT

T. B. PATIOS OF OAK WOOD A CONDOMINIUM  
BUILDING TYPE "III" - FLOOR PLAN  
EXHIBIT "I"



**LEGEND**

|              |     |                      |
|--------------|-----|----------------------|
| STORAGE      | A   | TYPE A UNIT          |
| TERRACE      | A-R | TYPE A UNIT REVERSED |
| GARDEN COURT | B   | TYPE B UNIT          |
| STAIRS       | B-R | TYPE B UNIT REVERSED |

**NOTES:**

- INTERNAL PARTITION WALLS ARE NOT SHOWN.
- ELEVATIONS SHOWN REFER TO N.O.S. MEAN SEA LEVEL VERTICAL DATUM.
- THE FLOOR PLANS AND DIMENSIONS SHOWN HEREON ARE COMPILED FROM PLANS AND DATA FURNISHED BY ALLEN C. ROTH, ARCHITECT. ALL DRAWINGS SUBMITTED HEREON ARE PROPOSED.

GARDEN COURT FOR SECOND FLOOR UNITS ARE LOCATED ON FIRST FLOOR (GRADE) LEVEL.  
 STORAGE FOR SECOND FLOOR UNITS ARE LOCATED ON FIRST FLOOR LEVEL (UNDER

ST FLOOR TYPE A & B UNIT - STORAGE = 3.00' x 8.67'

1ST FLOOR TYPE A UNIT - STORAGE = 3.17' x 10.42'

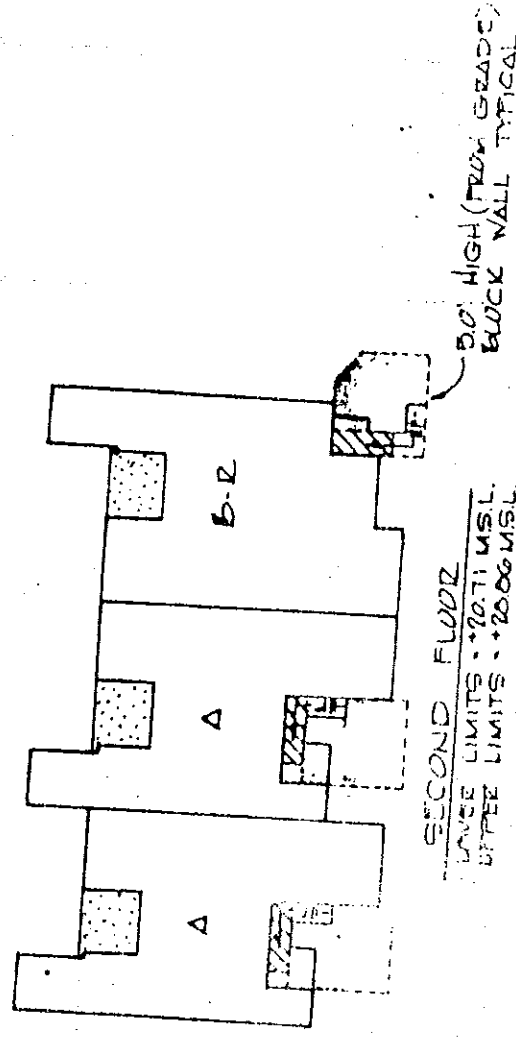
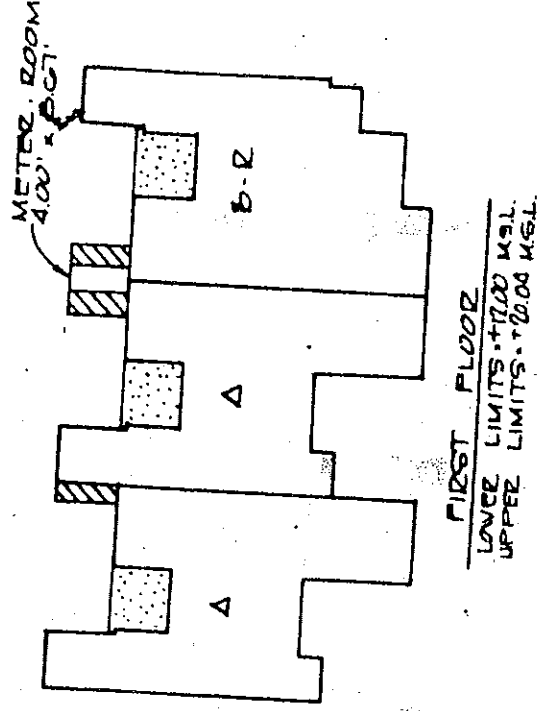
2ND FLOOR TYPE B UNIT - STORAGE = 3.17' x 9.50'

SHEET 3 OF 3

**CARNAHAN CONSULTING ENGINEERS, INC.**

**CONSULTING ENGINEERS LAND SURVEYORS**  
**LAND DEVELOPMENT CONSULTANTS**

THE PATIOS OF OAK WOOD A CONDOMINIUM  
BUILDING TYPE 'IV' - FLOOR PLAN  
EXHIBIT



| LEGEND         |                          |
|----------------|--------------------------|
| ■ STORAGE      | A TYPE A UNIT            |
| ■ TERRACE      | A-R TYPE A UNIT REVERSED |
| ■ GARDEN COURT | B TYPE B UNIT            |
| ■ STAIRS       | B-R TYPE B UNIT REVERSED |

NOTES:

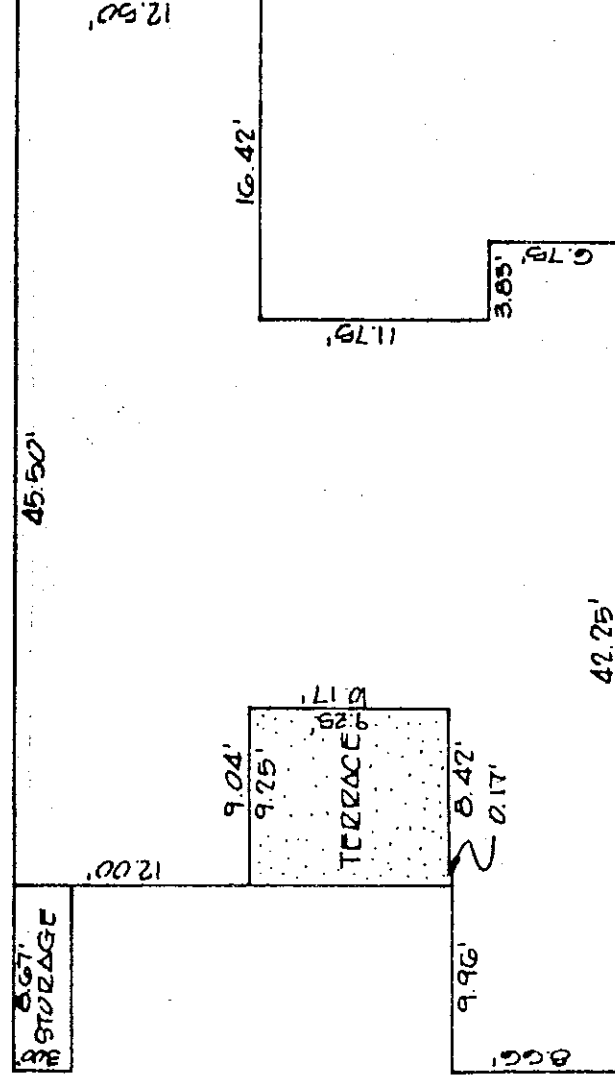
- INTERNAL PARTITION WALLS ARE NOT SHOWN.
- ELEVATIONS SHOWN REFER TO N.O.S. MEAN SEA LEVEL VERTICAL DATUM.
- THE FLOOR PLANS AND DIMENSIONS SHOWN HEREON ARE COMPILED FROM PI DATA FURNISHED BY ALLEN C. ROTH, ARCHITECT. ALL DRAWINGS SUBMITTED WITH ARE PROPOSED.
- GARDEN COURT FOR SECOND FLOOR UNITS ARE LOCATED ON FIRST FLOOR LEVEL.
- STAIRS FOR SECOND FLOOR UNITS ARE LOCATED ON FIRST FLOOR LEVEL.
- FIRST FLOOR TYPE A & B UNIT - STORAGE = 3.00' x 8.67'  
SECOND FLOOR TYPE A UNIT - STORAGE = 3.17' x 10.42'  
SECOND FLOOR TYPE B UNIT - STORAGE = 3.17' x 9.50'

DANIEL CARNAHAN CONSULTING ENGINEER  
CONSULTING ENGINEERS LAND SURVEY  
LAND DEVELOPMENT CONSULTANT

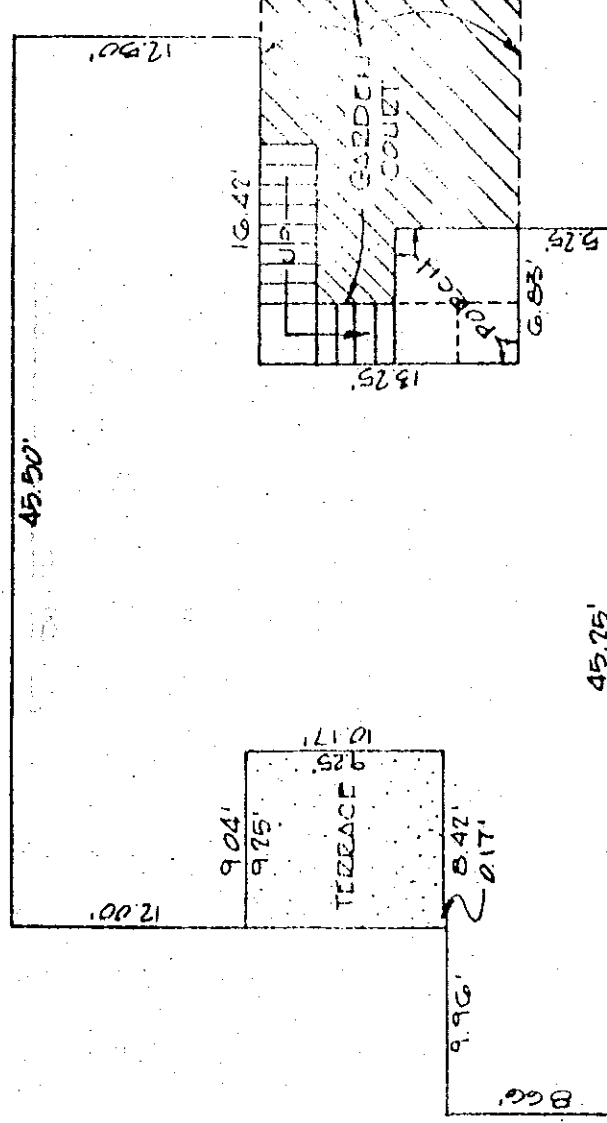
# THE PATIOS OF OAKWOOD, A CONDOMINIUM

## TYPICAL TYPE "A" UNIT FLOOR PLAN

### EXHIBIT

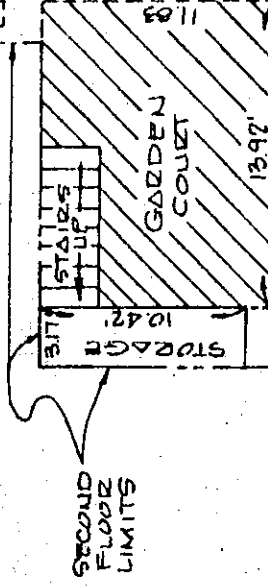


### FIRST FLOOR



### SECOND FLOOR

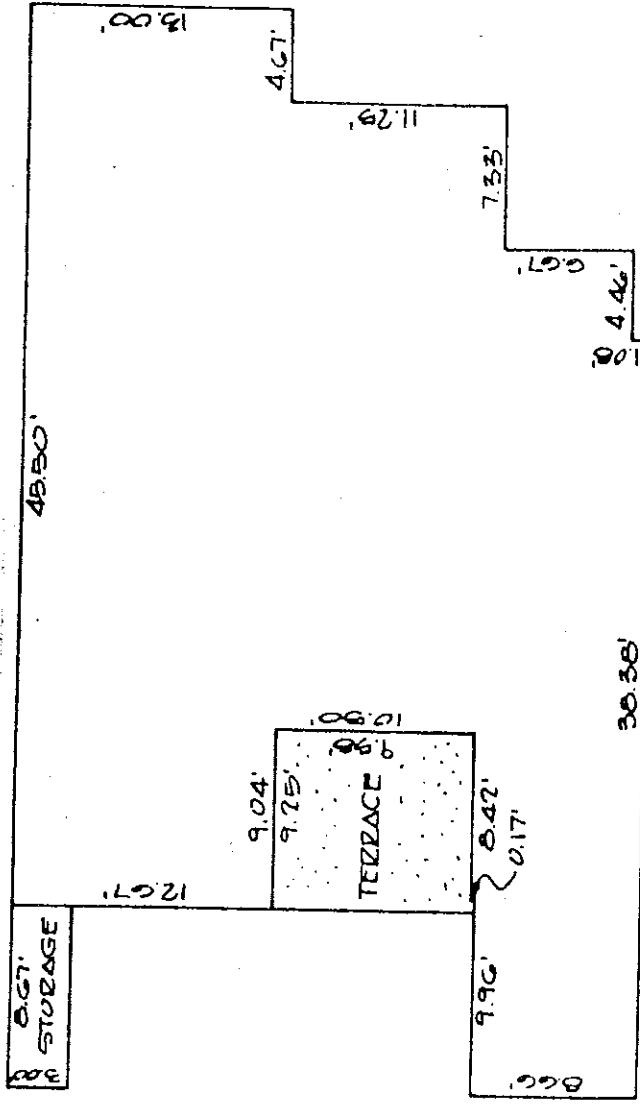
1. GARDEN COURT FOR SECOND FLOOR UNITS ARE LOCATED ON FIRST FLOOR (GRADE) LEVEL
2. STORAGE FOR SECOND FLOOR UNITS ARE LOCATED ON FIRST FLOOR LEVEL (UNDER STAIRS)



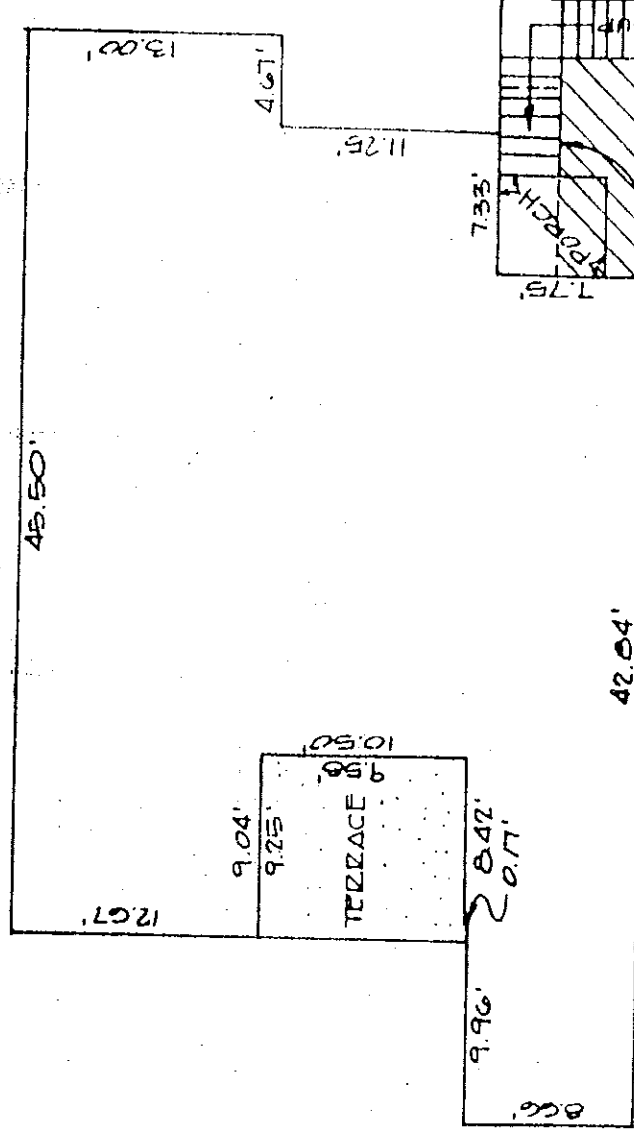
THE PATIOS OF OAK WOOD, A CONDOMINIUM

TYPICAL TYPE "B" UNIT - FLOOR PLAN

EXHIBIT "A"

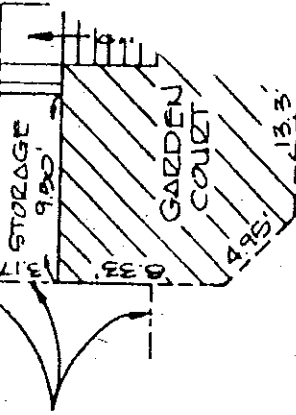


FIRST FLOOR



SECOND FLOOR

- 1. GARDEN COURT FOR SECOND FLOOR UNITS ARE LOCATED ON FIRST FLOOR (GRADE) LEVEL
- 2. STORAGE FOR SECOND FLOOR UNITS ARE LOCATED ON FIRST FLOOR LEVEL (UNDER STAIRS)



SCALE: 1" = 10'

DANIEL CARNAHAN CONSULTING ENGINEERS  
CONSULTING ENGINEERS LAND SURVEYOR  
LAND DEVELOPMENT CONSULTANT

101 N. STATE ROAD 7 MARGATE, FL 33063

JOB NO. 8001010 DATE: 5.8.80 DRAWN: D.C.V. CHECKED: C

UNDIVIDED SHARE IN COMMON ELEMENTS  
COMMON SURPLUS AND COMMON EXPENSES  
OF THE OWNERS OF PHASE 1 OF  
THE PATIOS OF OAKWOOD, A CONDOMINIUM

Each owner in Phase 1 shall have a 1/10 interest in the ownership of the common elements, common surplus and common expenses.

UNDIVIDED SHARE IN COMMON ELEMENTS  
COMMON SURPLUS AND COMMON EXPENSES  
OF THE OWNERS OF PHASES 1, AND 2 OF  
THE PATIOS OF OAKWOOD, A CONDOMINIUM

Each owner in Phases 1, and 2 shall have a 1/20 interest  
in the ownership of the common elements, common surplus and  
common expenses.

EXHIBIT D-2

UNDIVIDED SHARE IN COMMON ELEMENTS  
COMMON SURPLUS AND COMMON EXPENSES  
OF THE OWNERS OF PHASES 1, 2, AND 3 OF  
THE PATIOS OF OAKWOOD, A CONDOMINIUM

Each owner in Phases 1, 2, and 3 shall have a 1/32  
interest in the ownership of the common elements, common  
surplus and common expenses.

UNDIVIDED SHARE IN COMMON ELEMENTS  
COMMON SURPLUS AND COMMON EXPENSES  
OF THE OWNERS OF PHASES 1, 2, 3, AND 4 OF  
THE PATIOS OF OAKWOOD, A CONDOMINIUM

Each owner in Phases 1, 2, 3, and 4 shall have a 1/54  
interest in the ownership of the common elements, common  
surplus and common expenses.

3.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and any lawfully adjourned meeting thereof, but in no event longer than 90 days from the date of the first meeting for which it was given, and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof. Provided, however, that no one person may be designated to hold the proxies of more than five (5) persons.

3.6 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.7 Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of Administrators
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

#### 4. BOARD OF ADMINISTRATION

4.1 Membership. The affairs of the Association shall be managed by a Board of no less than three (3) Administrators nor more than five (5) Administrators; however, the Board shall consist of an odd number. Each Administrator shall be a person entitled to cast a vote in the Association, except as provided in Section 4.2(d) of these By-Laws.

##### 4.2 Election of Administrators.

(a) Members of the Board of Administration shall be elected by a majority vote of the owners present at the annual meeting of the members of the Association, and entitled to vote.

(b) Except as to vacancies provided by removal of Administrators by members, vacancies on the Board of Administration occurring between annual meetings of members shall be filled by the remaining Administrators.

(c) Any Administrator may be removed by concurrence of a majority of the members of the Association at a special meeting of the members called for that purpose by at least ten (10%) per cent of the unit owners giving notice of the

meeting in the manner provided for herein for special meetings. The vacancy on the Board of Administration so created shall be filled by the members of the Association at the same meeting.

(d) The Developer shall be vested with the power to designate the initial Board of Administration. The members of the initial Board of Administration need not be owners of apartments in the condominium. Unless the Developer has elected to transfer control of the Association to the owners at an earlier date, the Developer shall transfer control of the Association to the owners' Board as provided in the following formula:

(1) When unit owners other than the Developer own fifteen (15%) per cent or more of the units that will be ultimately operated by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration of the Association.

(2) Unit owners other than the Developer shall be entitled to elect no less than a majority of the members of the Board of Administration of the Association:

Developer have been closed of fifty (50%) per cent of the units that will be operated ultimately by the Association;

(i) three (3) years after sales by the units been closed by the Developer of ninety (90%) per cent of the units that will be operated ultimately by the Association;

(ii) three (3) months after sales have operated ultimately by the Association;

(iii) when all of the units that will be some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(iv) when some of the units have been conveyed to buyers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever shall first occur.

(3) The Developer shall be entitled to elect not less than one (1) member of the Board of Administration of an Association as long as the Developer holds for sale in the ordinary course of business any units in the condominium operated by the Association. Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board, the Association shall call and give notice of a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the Association fails to do so.

(e) Prior to or not more than sixty (60) days after the time that the unit owners other than the Developer elect a majority of the members of the Board of Administration of the Association, the Developer shall relinquish control of the Association and the unit owners shall accept control and the Developer shall simultaneously deliver to the Association all property of the unit owners and of the Association all controlled by the Developer including but not limited to the following items, if applicable:

(1) The original, a certified copy or a photocopy of the recorded Declaration of Condominium; if a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by the Developer

## BY-LAWS

### OF

#### THE PATIOS OF OAKWOOD

A corporation not for profit under the laws of the State of Florida

1. **IDENTITY.** These are the By-Laws of THE PATIOS OF OAKWOOD CONDOMINIUM ASSOCIATION, INC., herein called the "ASSOCIATION," a non-profit Florida corporation, provided for in Chapter 718, Florida Statutes, for the purpose of administering THE PATIOS OF OAKWOOD, a Condominium, to the extent the Declaration of Condominium of THE PATIOS OF OAKWOOD, a Condominium when filed or thereafter amended effects same, located in Broward County, Florida.

1.1 **Office.** The office of the Association shall be located at 3200 University Drive, Suite 200, Coral Springs, Florida, or such other place as may be designated by the Board of Administration.

1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

1.3 **Seal.** The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation not for profit" and the year of incorporation.

## 2. MEMBERS.

2.1 **Qualification.** The members of the Association shall consist of all of the record owners of apartment units.

2.2 **Change of Membership.** After receiving the approval of the Association as required in the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument establishing a record title to an apartment unit in the condominium and the delivery to the Association of a copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

2.3 **Voting Rights.** The owner of each unit shall be entitled to one vote as a member of the Association, and the manner of exercising such voting rights shall be determined by these By-Laws. The term "majority" as used in these By-Laws and other condominium instruments in reference to voting by apartment owners, Association members, and the Board of Administration means more than fifty (50%) per cent.

2.4 **Designation of Voting Representative.** If an apartment unit is owned by one person his right to vote shall be established by the record title to his apartment unit. If an apartment unit is owned by more than one person, the person entitled to cast the vote for the apartment unit shall be designated by a certificate signed by all of the record owners of the apartment unit and filed with the Secretary of the Association. If an apartment unit is owned by a corporation, the person entitled to cast the vote for the apartment unit shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate designating the

person entitled to cast the vote of an apartment unit may be revoked by any owner thereof.

2.5 Approval or Disapproval of Matters. Whenever the decision of an apartment unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-Laws.

2.6 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment unit.

### 3. MEMBERS' MEETINGS.

3.1 Annual Members' Meeting. The annual members' meeting shall be held at the office of the Association at 7 p.m., on the first day of March of each year, or at such other time during the month of March as shall be designated by the Board of Administration for the purpose of electing Administrators and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day. The annual meeting may be waived by a unanimous agreement of the members in writing.

3.2 Special Members' Meeting. Special members' meetings shall be held whenever called by a majority of the Board of Administration and must be called by such Administrators upon receipt of a written request from members entitled to cast seventy-five (75%) per cent of the votes of the entire membership.

3.3 Notice of All Members' Meetings. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given unless waived in writing. Such notice shall be in writing and furnished to each member not less than fourteen (14) days nor more than sixty (60) days in advance of the date of the meeting and by posting at a conspicuous place on the condominium property a notice of the meeting at least fourteen (14) days but not more than sixty (60) days in advance of the date of the meeting. The notice to each member shall be furnished by personal delivery or by mailing the same by either regular or certified mail to each member at his address as it appears on the books of the Association, except in the case of annual meeting notice by regular mail shall be used only if notice by certified mail has been waived by the owner. Proof of such mailing shall be given by affidavit of the person giving the notice. Notice of meetings may be waived either before or after the meeting.

3.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium or these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

The initial Board of Administration named herein shall serve until the first election of Administration, and any vacancies in their number occurring prior to the first election shall be filled by the remaining Administrators. The first election of Administrators shall occur when unit owners other than the Developer own fifteen (15%) per cent or more of the units that will be operated ultimately by the Association. At such first election, unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration. Subsequent elections shall be held in conformity with the requirements of the Condominium Act (Chapter 718, Florida Statutes) and as set forth in the By-Laws of THE PATIOS OF OAKWOOD CONDOMINIUM ASSOCIATION, INC., a condominium corporation.

XI

The Officers of the Corporation who shall serve until the first election under these Articles of Incorporation, shall be the following:

| <u>NAME</u>           | <u>OFFICE HELD</u> |
|-----------------------|--------------------|
| GERALD M. SMILEN, SR. | President          |
| STEPHEN M. BEYER      | Vice President     |
| KYMBERLY NEWMAN       | Treasurer          |
| KYMBERLY NEWMAN       | Secretary          |

XII

The By-Laws of the Association shall be adopted by the initial Board of Administration. The By-Laws may be amended in accordance with the provisions thereof, except that no portion of the By-Laws may be altered, amended, or rescinded in such a manner as will prejudice the rights of the Developer of the Condominium or mortgagees of units without their prior written consent.

XIII

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

- a. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- b. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Administration or by seventy-five (75%) per cent of the members of the Association. Administrators and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Administration and not less than seventy-five (75%) per cent of the members of the Association.

- c. In the alternative, an amendment may be made by an agreement signed and acknowledged by all the record owners of

apartment units in the manner required for the execution of a deed.

d. No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Article X hereof, without approval in writing by all members and the written consent of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act (Chapter 718, Florida Statutes) or the Declaration of Condominium.

e. A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Broward County, Florida

XIV

Every Administrator and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an Administrator or Officer of the Corporation, whether or not he is an Administrator or Officer at the time such expenses are incurred, except in such cases wherein the Administrator or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Administrator or officer may be entitled.

IN WITNESS WHEREOF, the Subscribers and hereunto set their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 1980, at Coral Springs, Florida.

STEPHEN M. BEYER (SEAL)

GERALD M. SMILEN, SR. (SEAL)

KYMBERLY NEWMAN (SEAL)

STATE OF FLORIDA )  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared STEPHEN M. BEYER, GERALD M. SMILEN, SR. and KYMBERLY NEWMAN who being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed, this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

My commission expires:

\_\_\_\_\_  
Notary Public

any manner, except as an appurtenance to his APARTMENT. The funds and assets of the Corporation shall belong solely to the Corporation, subject to the limitation that the same be expended, held or used for the benefit of the Membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

4. On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each APARTMENT in the CONDOMINIUM, which vote may be exercised or cast by the owner or owners of each APARTMENT in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one (1) APARTMENT, such member shall be entitled to exercise or cast as many votes as he owns APARTMENTS, in the manner provided by said By-Laws.

5. Until such time as the property referred to in Article II hereof, and the improvements which may be hereafter constructed thereon, are submitted to a plan of Condominium ownership by the recordation of said Declaration of Condominium, the Membership of the Corporation shall be composed of the Subscribers to these Articles, each of which Subscribers shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote.

#### V

The Corporation shall have perpetual existence.

#### VI

The principal office of the Corporation shall be located at:

3200 University Drive, Suite 200  
Coral Springs, FL 33065

but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Administration.

#### VII

The names and addresses of each subscriber to the Articles of Incorporation are as follows:

| <u>NAME</u>           | <u>ADDRESS</u>                                              |
|-----------------------|-------------------------------------------------------------|
| STEPHEN M. BEYER      | 3200 University Drive, Suite 200<br>Coral Springs, FL 33065 |
| GERALD M. SMILEN, SR. | 3200 University Drive, Suite 200<br>Coral Springs, FL 33065 |
| KYMBERLY NEWMAN       | 3200 University Drive, Suite 200<br>Coral Springs, FL 33065 |

#### VIII

The affairs of the Corporation shall be administered by the President of the Corporation, assisted by the Vice President, Secretary and Treasurer, and, if any, the Assistant Secretary and

Assistant Treasurer, subject to the directions of the Board of Administration. The Board of Administration, or the President, with the approval of the Board of Administration, may employ a Managing Agent and/or such other managerial supervisory personnel or entities to administer or assist in the administration of the operation and management of the CONDOMINIUM, and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director or Officer of the Corporation, as the case may be. The officers of the Corporation shall be elected annually by the Board of Administration in accordance with the By-Laws.

#### IX

The Board of Administration shall elect a President, Vice President, Secretary and Treasurer, and as many Assistant Secretaries and Assistant Treasurers as the Board of Administration shall determine. The President shall be elected from among the membership of the Board of Administration but no other officer need be an Administrator. The same person may hold two offices, the duties of which are not compatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

#### X

The affairs of the Corporation shall be managed by a Board of Administration consisting of not less than three (3) Administrators nor more than five (5) Administrators; however, the Board shall consist of an odd number of Administrators. Each Administrator shall be a person entitled to cast a vote in the Association, except as otherwise provided herein or in the By-Laws.

Members of the Board of Administration shall be elected at the annual meeting of the Association members in the manner specified in the By-Laws. Administrators may be removed and vacancies on the Board of Administration shall be filled in the manner provided in the By-Laws.

The initial Board of Administration of THE PATIOS OF OAKWOOD CONDOMINIUM ASSOCIATION, INC. shall be as follows:

| <u>NAME</u>           | <u>ADDRESS</u>                                              |
|-----------------------|-------------------------------------------------------------|
| GERALD M. SMILEN, SR. | 3200 University Drive, Suite 200<br>Coral Springs, FL 33065 |
| STEPHEN M. BEYER      | 3200 University Drive, Suite 200<br>Coral Springs, FL 33065 |
| KYMBERLY NEWMAN       | 3200 University Drive, Suite 200<br>Coral Springs, FL 33065 |

ARTICLES OF INCORPORATION  
OF  
THE PATIOS OF OAKWOOD  
CONDOMINIUM ASSOCIATION, INC.  
(a Corporation Not for Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the Formation of Corporations Not for Profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the power hereinafter mentioned; and to that end we do, by these Articles of Incorporation set forth:

I

The name and address of the proposed corporation shall be:

THE PATIOS OF OAKWOOD CONDOMINIUM  
ASSOCIATION, INC.  
3200 University Drive, Suite 200  
Coral Springs, FL 33065

II

The purposes and objects of the Corporation shall be to administer the operation and management of THE PATIOS OF OAKWOOD, a Condominium, hereinafter referred to as the CONDOMINIUM, an apartment project to be established in accordance with the Condominium Act (Chapter 718, Florida Statutes) of the State of Florida upon certain real property, situate, lying and being in Broward County, Florida, and to undertake the performance of the acts and duties incident to the administration of the operation and management of said CONDOMINIUM, in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of Broward County, Florida, at the time said property, and the improvements now or hereafter situate thereon, are submitted to a plan of condominium ownership and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said CONDOMINIUM. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

III

The Corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges designated for Corporations Not for Profit as set forth in Chapter 617, Florida, Statutes, 1971, as the same shall now exist or as the same shall from time to time be amended and all the powers set forth in Chapter 718, Florida Statutes, as the same shall now exist or as the same shall from time to time be amended.
2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

a. To make and establish reasonable rules and regulations governing the use of APARTMENTS and COMMON ELEMENTS in the CONDOMINIUM as said terms may be defined in said Declaration of Condominium to be recorded.

b. To levy and collect assessments against members of the Corporation to defray the common expenses of the CONDOMINIUM as may be provided in said Declaration of Condominium and in the By-Laws of this Corporation, which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including APARTMENTS in the CONDOMINIUM, which may be necessary or convenient in the operation and management of the CONDOMINIUM, and in accomplishing the purposes set forth in said Declaration of Condominium.

c. To maintain, repair, replace, operate and manage the CONDOMINIUM and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the CONDOMINIUM property.

d. To contract for the management of the CONDOMINIUM and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of the Condominium to have approval of the Board of Administration or Membership of the Corporation.

e. To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of said CONDOMINIUM, as same may be hereafter established.

f. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration of Condominium aforementioned.

#### IV

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

1. The owners of all APARTMENTS in the CONDOMINIUM shall be members of the Corporation, and no other persons or entities shall be entitled to membership, except as provided in Item 5. of this Article IV.

2. Membership shall be established by the acquisition of fee title to an APARTMENT in the CONDOMINIUM, or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any APARTMENT, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more APARTMENTS, or who may own a fee ownership interest in two or more APARTMENTS, so long as such party shall retain title to or a fee ownership interest in any APARTMENT.

3. The interest of a member of the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in

UNDIVIDED SHARE IN COMMON ELEMENTS  
COMMON SURPLUS AND COMMON EXPENSES  
OF THE OWNERS OF PHASES 1, 2, 3, 4, AND 5 OF  
THE PATIOS OF OAKWOOD, A CONDOMINIUM

Each owner in Phases 1, 2, 3, 4, and 5 shall have a 1/72  
interest in the ownership of the common elements, common  
surplus and common expenses.

OFF 111047 000

UNDIVIDED SHARE IN COMMON ELEMENTS  
COMMON SURPLUS AND COMMON EXPENSES  
OF THE OWNERS OF PHASES 1, 2, 3, 4, 5, AND 6 OF  
THE PATIOS OF OAKWOOD, A CONDOMINIUM

Each owner in Phases 1, 2, 3, 4, 5, and 6 shall have a  
1/104 interest in the ownership of the common elements,  
common surplus and common expenses.

or officer or agent of the Developer as being a true and complete copy of the actual recorded Declaration; the Association's Articles of Incorporation; By-Laws, minute books and other corporate books and records of the Association, if any; the cooperative documents; and any house rules and regulations which may have been promulgated, and all amendments to the above.

(2) Resignations of officers and members of the Board of Administration who may be required to resign for reason of the requirement that the Developer relinquish control of the Association.

(3) An accounting or accountings for Association funds, including an independent audit in accordance with Chapter 718.30(4)(c), Florida Statutes. The Developer shall be liable to the Association for all of the funds of the Association that are not properly expended and which were collected during the period of time that the Developer controlled the Board of Administration of the Association.

(4) Association funds or control thereof.

(5) All tangible personal property that is represented by the Developer to be part of the Common Elements, or that is ostensibly part of the Common Elements, or that is property of the Association, and inventories of these properties.

(6) A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the condominium and for the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Developer or of his agent or of an architect or engineer authorized to practice in this state that such plans and specifications represent to the best of their knowledge and belief the actual plans and specifications utilized in and about the construction and improvement of the condominium property and for the construction and installation of the mechanical components serving the improvements, provided, however, that if the condominium property has been declared a condominium more than three (3) years after the completion of construction of the improvements, the provision of this paragraph shall not apply to any such improvements.

(7) Insurance policies.

(8) Copies of any certificates of occupancy which may have been issued for the condominium property.

(9) Any other permits issued by governmental bodies applicable to the condominium property and which are currently in force or were issued within one (1) year prior to the date upon which the unit owners other than the Developer took control of the Association.

(10) Written warranties of the contractor, subcontractors, suppliers and manufacturers as are still effective.

(11) A roster of unit owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

(12) Leases of the Common Elements, or in which the Association is lessor or lessee.

Association is one of the contracting parties.

(13) Employment contracts in which the

(14) Service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the unit owners have directly or indirectly an obligation or responsibility to pay some or all of the fee or charge or the person or persons performing the services.

(15) Other contracts in which the Association is one of the contracting parties.

4.3 Term. The term of each Administrator's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.4 Organization Meeting. The organizational meeting of a newly elected Board of Administration shall be held within ten (10) days of their election at such place and time as shall be fixed by the Administrators at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

4.5 Regular Meetings. Regular meetings of the Board of Administration may be held at such time and place as shall be determined, from time to time, by a majority of the Administrators. Notice of regular meetings shall be given to each Administrator, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting. In addition, adequate notice of meetings shall be posted conspicuously on the Condominium Property at least 48 hours in advance of said meeting. Notice of any meeting where assessments against unit owners will be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessment.

4.6 Special Meetings. Special meetings of the Administrators may be called by the President and must be called by the Secretary at the written request of two-thirds (2/3) of the Administrators. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

4.7 Waiver of Notice. Any Administrator may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum. A quorum at Administrators' meetings shall consist of a majority of the entire Board of Administration. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Administration, except where approval by a greater number of Administrators is required by the Declaration of Condominium or these By-Laws.

4.9 Adjourned Meetings. If at any meetings of the Board of Administration there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.10 Joinder in Meeting by Approval of Minutes. The joinder of an Administrator in the action of a meeting by signing and concurring in the minutes thereof shall constitute the approval of that Administrator, but in no way will be used to constitute a quorum.

4.11 Administrators' Meetings. Meetings of the Board of Administration shall be open to all unit owners, and notices of such meetings shall be posted conspicuously forty-eight (48) hours in advance of such meetings for the attention of unit owners, except in an emergency.

4.12 Presiding Officer. The presiding officer of Administrators' meetings shall be the President. In the absence of the President, the Administrators present shall designate one of their number to preside.

4.13 Administrators' Fees. Administrators' fees, if any, shall be determined by the members of the Association; provided, Administrators designated by the Developer shall never under any circumstances be entitled to Administrators' fees.

5. POWERS AND DUTIES OF BOARD OF ADMINISTRATION. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these By-Laws shall be exercised exclusively by the Board of Administration, its agents, contractors or employees, subject only to approval by apartment unit owners when such is specifically required. Such powers and duties of the Administrators shall include but not be limited to the following, subject, however, to the provisions of the Declaration of Condominium, and these By-Laws:

5.1 Assess. To make and collect assessments against the members to defray the costs and expenses of the condominium.

5.2 Disburse. To use the proceeds from assessments in the exercise of its powers and duties.

5.3 Maintain. To maintain, repair, replace and operate the condominium property.

5.4 Insure. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members.

5.5 Reconstruct. To reconstruct improvements after casualty and further improve the condominium property.

5.6 Regulate. To make and amend reasonable rules and regulations respective of the use of the property in the condominium as provided in Paragraph 10.8 of the Declaration of Condominium.

5.7 Approve. To approve or disapprove of the transfer mortgage and ownership of apartment units in the manner provided by the Declaration of Condominium.

5.8 Management Contract. To contract for the maintenance, management or operation of condominium property and to delegate to the manager all powers and duties of the Association except such as are specifically required by the Declaration of Condominium or these By-Laws to have approval of the Board of Administration or the membership of the Association. No such management contract shall be construed to be invalid by reason of

the Association's delegation or assignment of its rights, duties, privileges or responsibilities as set forth in the Condominium Act or Declaration. Such contract for the maintenance, management, or operation of condominium property shall be subject to cancellation at the time and on the conditions as follows:

If the unit owners other than the Developer have assumed control of the Association, or if unit owners other than the Developer own not less than 75% of the units in the condominium, the cancellation shall be by concurrence of the owners of not less than 75% of the units other than the units owned by the Developer. If any such contract is cancelled under this provision and the unit owners other than the Developer have not assumed control of the Association, the Association shall make a new contract or otherwise provide for maintenance, management or operation in lieu of the cancelled obligation at the direction of the owners of not less than a majority of the units in the condominium other than the units owned by the Developer.

5.9 Payment of Liens. To pay taxes, assessments, and fines which are liens against any part of the condominium other than individual apartment units unless the individual apartment unit is owned by the Association and the appurtenances thereto, and to assess the same against the apartment units subject to such liens.

5.10 Enforcement. To enforce by legal means provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By-Laws and the regulations for the use of the property in the condominium.

5.11 Utilities. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed directly to owner of individual apartment units.

5.12 Employment. To employ personnel for reasonable compensation to perform the service required for proper administration of the purposes of the Association.

5.13 Record of Mortgagees of Units. To maintain a book or other written record of all holders of mortgages upon each unit. The holder of each mortgage shall be designated as either an "Institutional First Mortgagee" or not, as the case may be. Each unit owner must notify the Association of any mortgage on his unit, and the name and address of the mortgagee, within five (5) days after entering into a mortgage on his unit. This record shall be open to inspection or for copying by all Institutional Mortgagees during normal business hours.

## 6. OFFICERS.

6.1 Officers and Election. The executive officers of the Association shall be a President, who shall be an Administrator, a Vice President, who shall be an Administrator, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Administration and who may be pre-emptorily removed by vote of the Administrators at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Administration shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the

powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and members' meeting.

6.3 Vice President. The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Administrators.

6.4 Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Administrators and the members. He shall attend to the giving and serving of all notices to the members and Administrators and serving of required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Administrators or the President. The Assistant Secretary shall perform duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager employed by the Association.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

6.6 Compensation. The compensation, if any, of all officers shall be fixed by the members at their annual meeting. No officer who is a designee of the Developer shall receive any compensation for his services as such.

6.7 Indemnification of Administrators and Officers. Every Administrator and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a part or in which he may become involved by reason of his being or having been an Administrator or officer of the Association, whether or not he is an Administrator or officer of the Association, such expenses are incurred, except in such cases wherein the Administrator or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of these duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Administration approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Administrator or officer may be entitled.

7. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplements by the following provisions:

7.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

(a) Current Expenses. Current expenses shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall, to the extent not otherwise required, be applied to reduce the assessments for current expense for the succeeding year or to fund reserves.

(b) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments. Reserve to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

**7.2 Budget.** The Board of Administration shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and in addition said budget shall include all items as required by Chapter 718.504(20) and 718.112(k), Florida Statutes, and may provide funds for the foregoing reserves.

(a) A copy of a proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The unit owners shall be given written notice of the time and place at which such meeting of the Board of Administration to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Administration which requires assessment against the unit owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, upon written application of ten (10%) per cent of the unit owners to the Board, a special meeting of the unit owners shall be held upon not less than ten (10) days' written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board of Administration or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any and all members of the Board of Administration and elect their successors. In either case, the revision of the budget or the recall of any and all members of the Board of Administration shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board of Administration may in any event propose a budget to the unit owners at a meeting of members or by writing and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth nor shall the Board of Administration be recalled under the terms of this section. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Administration in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis. There shall be excluded from such computation, assessment for betterments to the condominium property if the By-Laws so provide or allow the establishment of reserves or assessments for betterments to be imposed by the Board of Administration. Provided however, that so long as the Developer is in control of the Board

of Administration the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of the unit owners.

**7.3 Financial Report.** Within 60 days following the end of the fiscal or calendar year or annually on such date as is otherwise provided in the By-Laws of the Association, the Board of Administration of the Association shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous 12 months. The report shall show the amounts of receipts accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for recreational and other commonly used facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) General reserves, maintenance reserves and depreciation reserves.

**7.4 Assessments.** Assessments against the unit owners for their shares of the items of the budget shall be made in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Administration. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Administration. The first assessment shall be determined by the Board of Administration of the Association.

**7.5 Acceleration of Assessment Installments Upon Default.** If an apartment unit owner shall be in default in the payment of an installment upon an assessment, the Board of Administration may accelerate the remaining installments of the

assessment upon notice to the apartment unit owner, and the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment unit owner, or if such notice be by registered or certified mail, not less than (20) days after the mailing, whichever shall first occur.

**7.6 Depository.** The depository of the Association will be such bank or banks in Broward County, Florida, as shall be designated from time to time by the Administrators and in which the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the Administrators. Provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

**7.7 Audit.** An audit of the accounts of the Association, if required by proper action of either a majority of the voting members, or of the Board of Administration, shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1st of the year following the year for which the audit is made.

**7.8 Fidelity Bonds.** Fidelity bonds may be required by the Board of Administration from all persons handling or responsible for the Association funds. The amount of such bonds shall be determined by the Administrators. The premiums on such bonds shall be paid by the Association.

**8. PARKING SPACES.** At the time of the purchase of the member's unit, no member was specifically assigned a parking space. The Developer, however, retains the right to assign one parking space per unit purchased and such additional spaces, as it deems appropriate, which rights shall continue until Developer sells the last condominium unit or delegates its rights hereunder to the Association. Thereafter the Association shall have the right to assign and control all unassigned parking spaces so long as the Association does not interfere with, alter or change the previously made Developer's assignments. Parking spaces may be transferred and swapped only among the various unit owners. Parking spaces, if assigned, must be assigned so that every unit shall at all times have one parking space which is assigned to it exclusively, the right to which is transferable at the time of the sale or transfer of the unit. Maintenance of the parking area is declared to be a common expense, and the expenses incident to the same shall be divided among all of the unit owners as are other common expenses. **PARKING SPACES ARE FOR PASSENGER AUTOMOBILES ONLY, AND NO BOATS, TRUCKS, TRAILERS, MOTORHOMES, CAMPERS OR OTHER VEHICLES OR OBJECTS SHALL BE PLACED IN OR AROUND THE PARKING SPACES ASSIGNED.**

**8.1 Assignment of Parking Spaces.** The assignment of parking spaces shall be made by describing the particular space by reference thereto in a document entitled "Assignment of Use of Parking Spaces" delivered at the same time as the Deed of Conveyance to the unit. The Association shall maintain a book for the purpose of listing each assignee of each parking space and the transfers thereof (the "Book"). Upon assignment of such parking spaces, the Developer shall cause the Association to record its transfer in the Book. Upon conveyance of, or passing of, title to the unit to which the said assignment of spaces has been made the owner of the unit making the conveyance of title shall execute notice of transfer to the Association who shall

thereupon cause to be executed in the name of the Association a new document entitled "Assignment of Use of Parking Spaces" and record the transfer in the Book. The same procedure shall be followed in the event of a trade of spaces.

9. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium or these By-Laws.

10. AMENDMENT OF BY-LAWS. Subject always to the provisions of the Declaration of Condominium, these By-Laws may be amended, modified or rescinded in accordance with the Declaration of Condominium or by a resolution duly adopted by a majority of the Board of Administration at any duly called meeting of the Board of Administration, and thereafter submitted to the members at any duly convened meeting of the members and approved by a 75% vote of the members present in person or by proxy, provided there is a quorum, and further provided that notice of the proposed change is given in the notice of the meeting, and further provided that the voting requirements of the Declaration of Condominium are met in full, in the appropriate cases. Notice may be waived in writing by any member. Amendments to these By-Laws may be proposed by the Board of Administration acting upon the vote of a majority of the Administrators, or proposed by members of the Association having a majority of the votes in the Association.

No amendment shall discriminate against any unit owner nor any class or group of unit owners unless the unit owners nor affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. No amendment which affects the Developer and/or the Management Firm may be adopted or become effective without the prior written consent of the affected Developer and/or Management Firm.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the Officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Broward County, Florida.

11. VALIDITY. If any portion of the By-Laws shall be adjudged invalid, such fact shall not effect the validity of any other By-Laws.

The foregoing was adopted as the By-Laws of THE PATIOS OF OAKWOOD CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, at a meeting of the members of said Association duly noticed, at which all members were present, by the unanimous vote of the members on the \_\_\_\_\_ day of \_\_\_\_\_, 1980.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

INSURANCE TRUST AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1980, by and among THE PATIOS OF OAKWOOD CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, whose address is 3200 University Drive, Suite 200, Coral Springs, Florida, hereinafter called the ASSOCIATION; THE PATIOS OF OAKWOOD, LTD., a Florida limited partnership, whose address is 9560 N.W. First Court, Coral Springs, Florida, hereinafter called DEVELOPER, and BARNETT BANK OF FORT LAUDERDALE of Fort Lauderdale, Florida, as Trustee, hereinafter called the INSURANCE TRUSTEE,

W I T N E S S E T H:

WHEREAS, DEVELOPER, by Declaration of Condominium dated 1980, in O.R. Book \_\_\_\_\_, 1980, and recorded \_\_\_\_\_ of Broward County, Florida, (herein called DECLARATION), submitted the real property described in Exhibit A annexed hereto and made a part hereof, and by Section 8 and 9 of said DECLARATION as set forth in Exhibit B attached hereto and made a part hereof, agreed to establish the Trust set forth.

NOW, THEREFORE, the parties herein agree as follows:

1. The ASSOCIATION shall contract for such policies of insurance as are required by the DECLARATION. The ASSOCIATION shall cause the INSURANCE TRUSTEE to be named insured or one of the named insureds, in trust, for the person or parties having an interest in the insured property. The ASSOCIATION shall retain custody of the original insurance policy but shall furnish the INSURANCE TRUSTEE with a copy of such policy upon its request. In the event of any insurance loss, the ASSOCIATION shall prepare proof of claim and shall do all things necessary to cause the correct amount of insurance proceeds to be paid into the hands of the INSURANCE TRUSTEE.
2. The INSURANCE TRUSTEE shall hold the proceeds of the insurance losses as custodian for the ASSOCIATION, the Unit Owners, their Mortgagees, and other interested parties for the purposes set forth in Article 8 of the DECLARATION.
3. The INSURANCE TRUSTEE is authorized to make disbursements from the insurance proceeds upon the order of the ASSOCIATION.
4. If the INSURANCE TRUSTEE should receive an adverse claim to any part or all of the proceeds of any insurance proceeds deposited with the INSURANCE TRUSTEE, the INSURANCE TRUSTEE may elect to deposit such proceeds or any part hereof in the Registry of the Circuit Court for the Seventeenth Judicial Circuit of the State of Florida, or other court having jurisdiction and to interplead all persons or parties having or claiming an interest in or to such funds.

5. The INSURANCE TRUSTEE shall have no right or duty to see to the form or content of such insurance policies or to determine the existence of the same or to determine whether premiums are paid. The INSURANCE TRUSTEE shall have no duties until insurance proceeds are deposited with the INSURANCE TRUSTEE. The INSURANCE TRUSTEE shall not be required to take notice of the DECLARATION or any parts thereof other than the parts referred to in Paragraph 2 above. The INSURANCE TRUSTEE shall not be required to inquire into the power or authority of the officers of the ASSOCIATION. The INSURANCE TRUSTEE shall be entitled to follow the written instructions of the officers of the ASSOCIATION and shall be fully protected in doing so.

6. The ASSOCIATION shall pay reasonable compensation to the INSURANCE TRUSTEE for its services under this Agreement and shall reimburse the INSURANCE TRUSTEE for all its expenses, including reasonable attorneys' fees incurred in and above the performance of the INSURANCE TRUSTEE'S duties. The INSURANCE TRUSTEE shall have a lien upon the proceeds of insurance in the hands of the INSURANCE TRUSTEE for fees and expenses of the INSURANCE TRUSTEE.

7. This Agreement shall continue as long as the members of the ASSOCIATION have an insurable interest in the improvements upon the real property described in Exhibit A, unless sooner terminated upon reasonable notice by either party and the payment of all costs of INSURANCE TRUSTEE to the date of the termination; provided that if notice of termination is given prior to the appointment of a successor INSURANCE TRUSTEE, a copy of such notice shall be mailed by registered or certified mail by the party giving the notice to each record owner of a mortgage upon a unit insurance under a policy held by the INSURANCE TRUSTEE.

8. For its services, the INSURANCE TRUSTEE has been paid an initial acceptance fee (which includes the fee for the first year) of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS. Additionally, the INSURANCE TRUSTEE shall receive an annual fee of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS, payable on the last business day of the month of \_\_\_\_\_, commencing \_\_\_\_\_, 19\_\_\_\_, unless and until such time as its services are terminated as provided in Paragraph 7. In the event of casualty, the INSURANCE TRUSTEE shall be entitled to reasonable compensation based upon the responsibility, difficulty and time devoted to the performance of its duties hereunder, but only to the extent that said compensation exceeds the annual fee of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

THE PATIOS OF OAKWOOD CONDOMINIUM  
ASSOCIATION, INC., a Florida  
not-for-profit corporation,

By \_\_\_\_\_

Attest:

As to Association

By \_\_\_\_\_

(Continuation of signatures of that certain INSURANCE TRUST AGREEMENT by and between THE PATIOS OF OAKWOOD CONDOMINIUM ASSOCIATION, INC., THE PATIOS OF OAKWOOD, LTD. and BARNETT BANK OF FORT LAUDERDALE)

THE PATIOS OF OAKWOOD, LTD., a  
Florida limited partnership,  
BY: SMILEN HOMES, INC.,  
a Florida corporation, as General  
Partner

By

Gerald M. Smilen, Sr., President

As to Developer

[CORPORATE SEAL]

DEVELOPER

BARNETT BANK OF FORT LAUDERDALE

By

Attest:

By

As to Insurance Trustee

INSURANCE  
TRUSTEE

THE PATIOS OF OAKWOOD  
a Condominium

RULES AND REGULATIONS

1. The walkways and entrances shall not be constructed or used for any purpose other than ingress to and egress from the units.
2. No article shall be hung or shaken from the doors or windows or placed upon the outside window sills of the units.
3. No bicycles or similar articles or toys or other personal articles shall be allowed to stand in any of the common areas or driveways.
4. No owner shall make or permit any noises that will disturb or annoy the occupants of any of the units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners. Radios, televisions and instruments which may create noise should be turned down to a minimum volume between the hours of 10 p.m. and 8 a.m.
5. Each owner shall keep such unit in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereto, any dirt or other substance.
6. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the unit except if it shall have been approved by the Condominium Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Condominium Association.
7. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the units, except such as shall have been approved in writing by the Condominium Association, nor shall anything be projected out of any window in the units without similar approval.
8. All garbage and refuse from the units shall be deposited with care in garbage containers intended for such purpose.
9. Waterclosets and other water apparatus in the buildings shall not be used for any purposes other than those for which they were constructed. Any damage resulting from misuse of any waterclosets or other apparatus shall be paid for by the owner in whose unit it shall have been caused.
10. No owner shall request or cause any employee of the Condominium Association to do any private business of the owner, except as shall have been approved in writing by the Condominium Association.
11. Owners of units shall keep and maintain any storage closet, bin or area, which may be assigned to such owner, in a neat and sanitary condition at all times.
12. No radio or television aerial or antenna shall be attached to, or hung from the exterior of the units or the roofs

thereon, and no transmitting equipment shall be operated from a unit.

13. No vehicle belonging to an owner or to a member of the family or guest, tenant or employee of an owner shall be parked in such a manner as to impede or prevent ready access to another owner's parking space. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey the parking regulations posted in the private streets, parking areas, and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners. No vehicle which cannot operate on its own power shall remain within the Condominium Property for more than twenty-four (24) hours, and no repair or maintenance of vehicles shall be made within the Condominium Property.

14. All damage caused by the moving or carrying of any article herein or any other cause by an owner, their lessees or guests, shall be the financial responsibility of the unit owner.

15. No owner shall use or permit to be brought into the units any inflammable oil or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property.

16. The owners shall not be allowed to put their names on any entry of the units or mail receptacles appurtenant thereto, except in the proper places and in the manner prescribed by the Condominium Association for such purpose.

17. The Condominium Association may retain a passkey to each unit. Except in case of emergency, entry will be made by pre-arrangement with the unit owner. Owners changing their locks are required to supply the Condominium Association with an additional key for emergency use.

18. No pet shall be harbored on or kept on the Condominium Property or within a unit thereon without the prior written consent of the Condominium Association. No pet may be kept that would create a nuisance to any other unit owner and determination as to a nuisance shall be made by the Board of Administration. The Board's determination shall be conclusive and binding.

19. Owners shall be held responsible for the actions of their children and their guests.

20. Children shall be allowed to play only in those areas designated for play from time to time by the Condominium Association. Reasonable supervision is required when children are playing in common areas.

21. Food and beverage may not be prepared or consumed on the common areas, except in accordance with regulations which may be promulgated from time to time by the Condominium Association.

22. Facilities of the Condominium are solely for the use of the Condominium residents and their invited guests and the approved lessees of rental units. Swimming and the use of other recreational facilities, permitted hours, guests rules, safety and sanitary provisions, and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Condominium Association and posted in the swimming pool area and recreational areas.

23. These Rules and Regulations and any consent or approval given thereunder may be modified, added to or repealed at any time by the Condominium Association.

24. Swimming Pool: Unit owners, their approved lessees, and their guests using the swimming pool and related area do so at their own risk:

- a. Pool hours are from 9:00 a.m. to 9:00 p.m.
- b. All persons using the pool must be properly attired.
- c. Bathing caps are to be worn by all persons having long hair.
- d. Shower before entering the pool.
- e. Floats or similar items (other than swimming aids) are not permitted in the pool.
- f. Pets are not permitted in the pool area.
- g. Children under 14 years of age using the pool, and other related areas must be accompanied by a responsible adult.
- h. Glass containers, etc., beverages, or food is not to be consumed in the pool area, except with permission of the Board of Administration.

By Order of the Board of Administration

THE PATIOS OF OAKWOOD, a Condominium

INSURANCE TRUST AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1980, by and among THE PATIOS OF OAKWOOD CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, whose address is 3200 University Drive, Suite 200, Coral Springs, Florida, hereinafter called the ASSOCIATION; THE PATIOS OF OAKWOOD, LTD., a Florida limited partnership, whose address is 9560 N.W. First Court, Coral Springs, Florida, hereinafter called DEVELOPER, and BARNETT BANK OF FORT LAUDERDALE of Fort Lauderdale, Florida, as Trustee, hereinafter called the INSURANCE TRUSTEE,

W I T N E S S E T H:

WHEREAS, DEVELOPER, by Declaration of Condominium dated 1980, in O.R. Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Broward County, Florida, (herein called DECLARATION), submitted the real property described in Exhibit A annexed hereto and made a part hereof, and by Section 8 and 9 of said DECLARATION as set forth in Exhibit B attached hereto and made a part hereof, agreed to establish the Trust set forth.

NOW, THEREFORE, the parties herein agree as follows:

1. The ASSOCIATION shall contract for such policies of insurance as are required by the DECLARATION. The ASSOCIATION shall cause the INSURANCE TRUSTEE to be named insured or one of the named insureds, in trust, for the person or parties having an interest in the insured property. The ASSOCIATION shall retain custody of the original insurance policy but shall furnish the INSURANCE TRUSTEE with a copy of such policy upon its request. In the event of any insurance loss, the ASSOCIATION shall prepare proof of claim and shall do all things necessary to cause the correct amount of insurance proceeds to be paid into the hands of the INSURANCE TRUSTEE.
2. The INSURANCE TRUSTEE shall hold the proceeds of the insurance losses as custodian for the ASSOCIATION, the Unit Owners, their Mortgagees, and other interested parties for the purposes set forth in Article 8 of the DECLARATION.
3. The INSURANCE TRUSTEE is authorized to make disbursements from the insurance proceeds upon the order of the ASSOCIATION.
4. If the INSURANCE TRUSTEE should receive an adverse claim to any part or all of the proceeds of any insurance proceeds deposited with the INSURANCE TRUSTEE, the INSURANCE TRUSTEE may elect to deposit such proceeds or any part hereof in the Registry of the Circuit Court for the Seventeenth Judicial Circuit of the State of Florida, or other court having jurisdiction and to interplead all persons or parties having or claiming an interest in or to such funds.

5. The INSURANCE TRUSTEE shall have no right or duty to see to the form or content of such insurance policies or to determine the existence of the same or to determine whether premiums are paid. The INSURANCE TRUSTEE shall have no duties until insurance proceeds are deposited with the INSURANCE TRUSTEE. The INSURANCE TRUSTEE shall not be required to take notice of the DECLARATION or any parts thereof other than the parts referred to in Paragraph 2 above. The INSURANCE TRUSTEE shall not be required to inquire into the power or authority of the officers of the ASSOCIATION. The INSURANCE TRUSTEE shall be entitled to follow the written instructions of the officers of the ASSOCIATION and shall be fully protected in doing so.

6. The ASSOCIATION shall pay reasonable compensation to the INSURANCE TRUSTEE for its services under this Agreement and shall reimburse the INSURANCE TRUSTEE for all its expenses, including reasonable attorneys' fees incurred in and above the performance of the INSURANCE TRUSTEE'S duties. The INSURANCE TRUSTEE shall have a lien upon the proceeds of insurance in the hands of the INSURANCE TRUSTEE for fees and expenses of the INSURANCE TRUSTEE.

7. This Agreement shall continue as long as the members of the ASSOCIATION have an insurable interest in the improvements upon the real property described in Exhibit A, unless sooner terminated upon reasonable notice by either party and the payment of all costs of INSURANCE TRUSTEE to the date of the termination; provided that if notice of termination is given prior to the appointment of a successor INSURANCE TRUSTEE, a copy of such notice shall be mailed by registered or certified mail by the party giving the notice to each record owner of a mortgage upon a unit insurance under a policy held by the INSURANCE TRUSTEE.

8. For its services, the INSURANCE TRUSTEE has been paid an initial acceptance fee (which includes the fee for the first year) of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS. Additionally, the INSURANCE TRUSTEE shall receive an annual fee of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS, payable on the last business day of the month of \_\_\_\_\_, commencing \_\_\_\_\_, 19\_\_\_\_, unless and until such time as its services are terminated as provided in Paragraph 7. In the event of casualty, the INSURANCE TRUSTEE shall be entitled to reasonable compensation based upon the responsibility, difficulty and time devoted to the performance of its duties hereunder, but only to the extent that said compensation exceeds the annual fee of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

THE PATIOS OF OAKWOOD CONDOMINIUM  
ASSOCIATION, INC., a Florida  
not-for-profit corporation,

By \_\_\_\_\_

Attest:

By \_\_\_\_\_

As to Association

(Continuation of signatures of that certain INSURANCE TRUST AGREEMENT by and between THE PATIOS OF OAKWOOD CONDOMINIUM ASSOCIATION, INC., THE PATIOS OF OAKWOOD, LTD. and BARNETT BANK OF FORT LAUDERDALE.)

THE PATIOS OF OAKWOOD, LTD., a  
Florida limited partnership,  
BY: SMILEN HOMES, INC.,  
a Florida corporation, as General  
Partner

\_\_\_\_\_

By

Gerald M. Smilen, Sr., President

As to Developer

[CORPORATE SEAL]

DEVELOPER

BARNETT BANK OF FORT LAUDERDALE

\_\_\_\_\_

By

As to Insurance Trustee

Attest:

\_\_\_\_\_

By

INSURANCE  
TRUSTEE

THE PATIOS OF OAK WOOD, A CONDOMINIUM  
 PHASE I - LEGAL DESCRIPTION

A PORTION OF PARCEL "P" OF THE PLAT OF "OAK WOOD" AS RECORDED IN PLAT BOOK 80, PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WESTERN MOST CORNER OF SAID PARCEL "P"; THENCE N 20° 30' 14" E ALONG THE WEST LINE OF SAID PARCEL "P" A DISTANCE OF 139.45 FEET; THENCE N 89° 20' 51" E ALONG THE NORTH LINE OF SAID PARCEL "P" A DISTANCE OF 125.60 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT SAID CURVE ALSO BEING THE NORTH LINE OF SAID PARCEL "P". THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1001.44 FEET, A CENTRAL ANGLE OF 04° 07' 02", AN ARC DISTANCE OF 71.96 FEET; THENCE S 00° 39' 09" E A DISTANCE OF 140.21 FEET TO A POINT LYING ON A CIRCULAR CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF S 35° 45' 10" E; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 04° 15' 02", AN ARC DISTANCE OF 1.86 FEET TO THE POINT OF TANGENCY; THENCE S 31° 30' 08" E A DISTANCE OF 49.18 FEET; THENCE S 58° 29' 52" W A DISTANCE OF 19.39 FEET; THENCE S 04° 31' 02" E A DISTANCE OF 70.87 FEET; THENCE S 89° 20' 50" W A DISTANCE OF 57.26 FEET; THENCE N 00° 39' 10" W A DISTANCE OF 135.06 FEET; THENCE S 89° 20' 50" W A DISTANCE OF 113.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET; A CENTRAL ANGLE OF 38° 50' 38", AN ARC DISTANCE OF 16.95 FEET TO THE POINT OF TANGENCY; THENCE S 50° 30' 13" W A DISTANCE OF 48.44 FEET TO A POINT LYING ON A CIRCULAR CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF N 30° 17' 23" W, SAID POINT ALSO LYING ON THE WEST LINE OF SAID PARCEL "P"; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE WEST LINE OF SAID PARCEL "P", HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 39° 12' 24", AN ARC DISTANCE OF 51.32 FEET TO THE POINT OF TANGENCY. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, AND CONTAINING 0.851 ACRES MORE OR LESS.

DECLARATION OF RESTRICTIONS

FOR

PARCEL "p"

OAK WOOD

This Declaration made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, hereinafter called DECLARANT.

W I T N E S S E T H:

WHEREAS, FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, presently having its principal place of business in Coral Springs, Florida, the record owner of the PROPERTY as described in ARTICLE I of this Declaration, desires to create a quality development with restrictions, covenants, servitudes, impositions, easements, charges and liens as hereinafter set forth for the preservation of the property values of the OWNERS therein;

NOW, THEREFORE, FLORIDA NATIONAL PROPERTIES, INC., declares that the following described real property is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, charges and liens hereinafter set for

SAID real property subject to the Restrictions is:  
PARCEL "p", OAK WOOD, ACCORDING TO THE PLAT THEREOF  
AS RECORDED IN PLAT BOOK 80, AT PAGE 39, OF THE  
PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LAND BEING IN THE CITY OF CORAL SPRINGS, FLORIDA.

ARTICLE I

DEFINITIONS

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

1. "PROPERTY" shall mean and refer to that real property as above described
2. "DECLARANT" shall mean and refer to FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, presently having its principal place of business in Coral Springs, Florida, its successors or assigns of any or all of its rights under this Declaration.
3. "ASSOCIATION" shall mean and refer to the OCEAN MILE ASSOCIATION, INC., a Florida corporation, presently having its principal place of business in Coral Springs, Florida, its successors or assigns of any or all of its rights under this Declaration.
4. "OWNER" shall mean and refer to every person or persons, or entity or entities, who are the record owners of a fee interest in the PROPERTY, their heirs, successors, legal representatives or assigns.

ARTICLE II

GENERAL RESTRICTIONS

1. USE RESTRICTIONS. The PROPERTY herein described may be used for single family, two family and multi-family dwellings and for no other purposes. No business buildings may be erected on said PROPERTY and no business may be conducted on any part thereof, nor shall any

building or any portion thereof be used or maintained as a professional office.

2. SETBACK LINES AND BUILDING HEIGHT. No building or structure shall be erected within the following building setback lines:

East Property Line - Twenty (20) feet  
South Property Line - Thirty (30) feet  
West Property Line - Thirty (30) feet  
North Property Line - Twenty (20) feet

No building shall be constructed or erected over a height of thirty-five (35) feet.

3. PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS. No building or structure of any kind, including additions, alterations, pools, fences, walls, patios, terraces, or barbecue pits shall be erected or altered until the plans and specifications, exterior colors, location and sealed plot plan thereof, in detail and to scale, shall have been submitted to and approved by the DECLARANT or ASSOCIATION in writing before any construction has begun. Failure to submit the plans, specifications, exterior colors, location, and plot plan, in detail and to scale, or failure to acquire the approval of the DECLARANT or ASSOCIATION shall be deemed a material breach of this restriction. The DECLARANT or ASSOCIATION shall then have the right to proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be torn down forthwith. The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing and electrical requirements of all regulatory codes. It shall be the responsibility of the OWNER to obtain from the City of Coral Springs Building Department, or other appropriate authority, the necessary technical data with regard to construction elevations prior to the start of any construction. Neither the DECLARANT nor ASSOCIATION will assume any responsibility in this regard before, during, or after construction on the PROPERTY. The aforementioned technical data must be detailed on the final plans and specifications when submitted to the DECLARANT or ASSOCIATION before plan approval will be given. No exterior colors on any building or structure on the PROPERTY shall be permitted that, in the sole judgment of DECLARANT or ASSOCIATION, would be inharmonious or discordant or incongruous for the PROPERTY. Any future exterior color changes desired by OWNER must be first approved by DECLARANT or ASSOCIATION in writing.

a.) No structure of any kind of what is commonly known as "factory built", "modular", or "mobile home" type construction shall be erected on the PROPERTY without written permission of DECLARANT or ASSOCIATION. OWNER must submit to DECLARANT or ASSOCIATION full plans, specifications, name of manufacturer and place of manufacture for consideration of permission. In the event permission is denied by DECLARANT or ASSOCIATION, neither DECLARANT nor ASSOCIATION shall assume any liability for any loss that might be sustained by OWNER.

b.) Pitched roofs shall have a minimum pitch of 2-1/2:12 and shall be constructed of flat or barrel cement tile, hand sawn or split cedar shakes, slate, copper, a stepped Bermuda type roof of poured lightweight aggregate concrete, all as defined by common usage in Broward County. In the event that some new, attractive material for roofing surfaces is discovered or invented, the DECLARANT or ASSOCIATION may, in its sole discretion, approve the use of such new materials.

Flat roofs may be utilized, provided that the flat roof area does not comprise over 40% of the total roof area. All electric, telephone, gas or other utility connections must be installed underground. All utility and storage rooms are to be located to the rear of the building. Refusal of approval of plans and specifications, location and plot plan, by the DECLARANT or ASSOCIATION may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the DECLARANT or ASSOCIATION.

- d.) The plans and specifications shall contain a sealed plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs on the PROPERTY. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the DECLARANT or ASSOCIATION. Landscaping as required shall be completed at the time of completion of the building, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing body. No gravel or blacktop or paved parking strips are to be allowed except as approved by DECLARANT or ASSOCIATION. In the event OWNER fails to obtain approval of building plans and specifications, and site plans including additions, alterations, fences and walls, the DECLARANT or ASSOCIATION will have the right to obtain a mandatory injunction to tear down any structures built or a prohibitory injunction to prevent any structure from being built, and will also be entitled to attorneys fees and court costs in obtaining either a mandatory or prohibitory injunction against any person or entity in violation of these restrictions.

4. LANDSCAPE STRIPS. In addition to the landscape requirements as defined above, OWNER shall install and maintain the following property line landscape strips and underground sprinkler systems:

|                     |   |               |
|---------------------|---|---------------|
| East Property Line  | - | Zero (0) feet |
| South Property Line | - | Ten (10) feet |
| West Property Line  | - | Ten (10) feet |
| North Property Line | - | Ten (10) feet |

- a.) The landscape strips shall be landscaped and maintained by the OWNER according to the requirements of the DECLARANT or ASSOCIATION, which requirements define the quality, type, height and location of landscape material, and are on file with the DECLARANT or ASSOCIATION. Should the OWNER fail or refuse to plant and/or maintain the landscape strips as required, the DECLARANT or ASSOCIATION shall have the right to enter upon the landscape strips and to install thereon such landscape material and/or underground sprinkler systems as may be necessary to comply with said landscape requirements, and/or to maintain the same should the OWNER fail or refuse to maintain, and such entry shall not be deemed a trespass. Should the DECLARANT or ASSOCIATION exercise its right to install and/or maintain the said landscape strips and/or underground sprinkler systems, the cost of such installation and/or maintenance shall be borne by the OWNER and payment thereof shall be due and payable to the DECLARANT or ASSOCIATION within thirty (30) days from a written request to the OWNER to pay same. Should the OWNER fail to make such payment within said thirty (30) day period, then the DECLARANT or ASSOCIATION shall have a lien for the cost of the installation and/or maintenance. The lien shall be impressed upon the PROPERTY of OWNER, and shall be effective from and after the date of recording in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner,

the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

- b.) Ingress and egress shall be permitted across the landscape strips as shown on the plot plan as approved by DECLARANT or ASSOCIATION.

5. PARKING. All driveways and parking areas shall be approved as to design specifications and layout by the DECLARANT or ASSOCIATION. No parking shall be permitted on any public street or service road, and adequate, permanent, paved parking shall be constructed and maintained in accordance with standards acceptable to the DECLARANT or ASSOCIATION for such use.

6. OUTDOOR LIGHTING. No outdoor lighting shall be permitted until the plans are submitted to and approved by DECLARANT or ASSOCIATION in writing before any installation is started.

7. GARAGES, CARPORTS AND STORAGE AREA. No garage shall be erected which is separated from the main building, and no unenclosed storage area shall be erected. No enclosed storage area shall be erected which is separated from the main building. Carports may be permitted upon written approval of DECLARANT or ASSOCIATION.

8. WALLS AND FENCES. No wall or fence shall be constructed with a height of more than five (5) feet above the ground level of adjoining property, and no hedge or shrubbery abutting the property lines shall be permitted with a height of more than six (6) feet without written approval by DECLARANT or ASSOCIATION. No wall or fence shall be constructed on the PROPERTY until its height, length, type, design, composition, material and location shall have been approved in writing by DECLARANT or ASSOCIATION. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to heights, lengths, type, design, composition or material shall be resolved by DECLARANT or ASSOCIATION, whose decision shall be final.

- a.) No wood fencing material shall be permitted unless approved in writing by DECLARANT or ASSOCIATION.

9. ANTENNAS AND FLAGPOLES. No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers, or flagpoles shall be permitted unless approved in writing by DECLARANT or ASSOCIATION. An approved flagpole shall not be used as an antenna unless first approved by DECLARANT or ASSOCIATION.

10. ACCESSORY OR TEMPORARY BUILDINGS. No tents and no accessory or temporary buildings or structures shall be permitted unless approved in writing by DECLARANT or ASSOCIATION. The DECLARANT may, upon request of the OWNER, permit a temporary construction facility during construction, and its size, appearance, and temporary location on the property must be approved by DECLARANT or ASSOCIATION in writing. Any signs to be used in conjunction with this temporary construction facility must also be approved by the DECLARANT or ASSOCIATION in writing.

11. GARBAGE CONTAINERS, OIL AND GAS TANKS, AIR CONDITIONERS. All garbage and trash containers, oil tanks and bottled gas tanks must be underground or placed in walled-in areas so that they shall not be visible from any street or adjacent properties, and adequate landscaping shall be installed and maintained by OWNER. All air conditioning units shall be shielded and hidden so that they shall not be visible from any street or adjacent property. Wall air conditioning units may be permitted upon written approval of DECLARANT or ASSOCIATION. Window air conditioning units shall not be permitted.

12. CLOTHES DRYING AREA. No outdoor clothes drying area shall be allowed unless approved in writing by DECLARANT or ASSOCIATION.

13. SIGNS. No signs shall be erected or displayed on the PROPERTY or on any structure, unless the placement and character, form, size, and time of placement of such sign be first approved in writing by DECLARANT or ASSOCIATION. No free standing signs shall be permitted unless approved in writing by DECLARANT or ASSOCIATION. Said signs must also conform with local regulatory ordinances.

14. ASSOCIATION. In order to supplement the public facilities and services that may be furnished by the local governments, and in order to provide public facilities and services that may not be available to the PROPERTY, when necessary or desirable as determined by the ASSOCIATION in its sole discretion, the ASSOCIATION is authorized by the all of the OWNERS to act in their behalf and is hereby empowered to construct for the installation of a water plant and supply system, a gas system, a sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks for this PROPERTY. Each OWNER shall be liable for and shall promptly pay to the ASSOCIATION a prorata share of the cost of said water plant and supply system, gas system, storm sewers, posal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks, and said cost shall be apportioned among the lots on the PROPERTY in proportion to its front footage, square footage, or by any other method as determined by the ASSOCIATION in its sole discretion. Payment shall be due and payable immediately upon letting of the contract for any of the aforesaid improvements. If any OWNER fails to make payment for the improvements within thirty (30) days after notification, a lien on the OWNER'S lot shall arise for the proportionate cost thereof. The judgment of the ASSOCIATION in the letting of contracts and the expenditure of said funds shall be final. Each OWNER shall be vested with the right to use the water plant and supply system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks in perpetuity. Each OWNER shall install all sewer outlets so that a direct connection can be made to the nearest street or alley, and the plan for such sewer outlets shall be submitted to the DECLARANT or ASSOCIATION for approval prior to commencement of construction.

15. MAINTENANCE OF PREMISES. In order to maintain the standards of the PROPERTY, no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any land, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any OWNER shall fail or refuse to keep the premises free of weeds, underbrush or other unsightly growths or objects then the DECLARANT or ASSOCIATION may enter upon said premises and remove the same at the expense of the OWNER, and such entry shall not be deemed a trespass. The property, buildings, improvements and appurtenances shall be kept in good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition. Upon the failure to maintain the property, buildings, structures, improvements and appurtenances to the satisfaction of the DECLARANT or ASSOCIATION, and upon the OWNER'S failure to make such corrections within thirty (30) days of written notice by the DECLARANT or ASSOCIATION, the DECLARANT or ASSOCIATION may enter upon the premises and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the OWNER. The DECLARANT or ASSOCIATION may require the OWNER to deposit with the DECLARANT or ASSOCIATION the estimated cost thereof as determined by the DECLARANT or ASSOCIATION. If any OWNER fails to make payment within thirty (30) days after requested to do so by the DECLARANT or ASSOCIATION, then the payment requested shall be a lien on the land. The lien herein granted shall be effective from and after the date of recording in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

16. MAINTENANCE ASSESSMENTS. In order to maintain the standards of the described land and the surrounding area, and in order to supplement the public facilities and services to be furnished by the DECLARANT and/or ASSOCIATION or any lawful authority, as well as in the interest of public health and sanitation, the described land is hereby subject to an annual assessment commencing with the year 1980. Such annual assessment, together with interest thereon and costs of collection as herein-after provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and costs of collection as hereinafter provided shall also be the personal obligation of the person who was the OWNER of such property at the time when the assessment fell due. Such assessment shall be payable annually on the first day of January each year in advance to the OCEAN MILE ASSOCIATION, INC., at the office of the ASSOCIATION, presently located at 3300 University Drive, Coral Springs, Florida, 33065. Such annual assessment may be adjusted from year to year by the ASSOCIATION as the needs of the described land may in the judgment of the ASSOCIATION require and shall be apportioned in proportion to their respective area, but in no event shall such annual assessments exceed the sum equal to 10 mills per square foot. The judgment of the ASSOCIATION in the expenditure of said funds shall be final. The lien herein granted shall be effective from and after the date of recording in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

17. EFFECT OF NON-PAYMENT OF ASSESSMENT. If the assessments herein provided are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest at the highest legal rate and costs of collection including reasonable attorneys fees, thereupon become a continuing lien on the property which shall bind such property in the hands of the then OWNER, his heirs, devisees, personal representatives and assigns with the personal obligation of the then OWNER remaining his personal obligation as set forth in paragraph 16 hereof.

18. NOTICE TO DECLARANT OR ASSOCIATION. Notice to DECLARANT or ASSOCIATION, or requests for approval of plans, specifications and location of buildings or signs shall be in writing and delivered or mailed to DECLARANT or ASSOCIATION at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by DECLARANT or ASSOCIATION.

19. NOTICE TO OWNER. Notice to any OWNER of a violation of any of these restrictions or any other notice herein required shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of Broward County, Florida, or to the address of the OWNER as shown on the deed as recorded in the Public Records of Broward County, Florida.

20. TRUCKS, COMMERCIAL AND RECREATIONAL VEHICLES, MOBILE HOMES, BOATS, CAMPERS, AND TRAILERS. No truck or commercial vehicle of any kind shall be permitted to be parked for a period of more than four hours unless the same is temporarily present and necessary in the actual construction or repair of buildings on the property. No truck, commercial vehicle or recreational vehicle of any kind shall be parked overnight and no boats, boat trailers, or trailers of any kind, or campers or mobile homes shall be permitted to park on or near the property at any time unless kept fully enclosed inside a building. None of the aforementioned shall be used as a domicile or residence, either permanent or temporary.

21. NO SUBDIVISION. No portion of the PROPERTY shall be divided, subdivided, or sold except as a whole without the written approval of DECLARANT or ASSOCIATION.

22. CONDOMINIUM. No restrictions herein contained shall be construed as in any manner limiting or preventing the PROPERTY and the improvements thereon from being submitted to a plan of condominium ownership, and particularly the recordation of a plan of condominium ownership for the PROPERTY covered hereby shall not be construed as constituting a subdivision of the PROPERTY.

23. UTILITY EASEMENTS. There is hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property, for a term of twenty (20) years from the date of this instrument by the DECLARANT or ASSOCIATION, its successors and assigns, full free right and authority to lay, operate and maintain such drainage facilities, sanitary sewer lines, gas and electric lines, communication lines and such other further public service facilities as DECLARANT or ASSOCIATION may deem necessary along, through, in, over and under a strip of land twelve (12) feet in width (as measured at right angles) from all side, front and rear PROPERTY lines in the aforesaid PROPERTY, and the DECLARANT or ASSOCIATION will cause to be recorded from time to time various declarations of easements setting forth the location of all said easements under the rights herein reserved and this right, except for the recorded easements, shall terminate in twenty (20) years.

24. NON-LIABILITY OF DECLARANT OR ASSOCIATION. The DECLARANT or ASSOCIATION shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself.

25. NUISANCES. Nothing shall be done which may be or may become an annoyance or nuisance to the neighborhood. No noxious, unpleasant or offensive activity shall be carried on upon the PROPERTY, nor may anything be done on the PROPERTY which can be construed to constitute a nuisance, public or private in nature.

a f a.) Any question with regard to the interpretation of this paragraph shall be decided by DECLARANT or ASSOCIATION, whose decision shall be final.

26. OWNER COMPLIANCE. The covenants, restrictions and servitudes imposed by the Declaration of Restrictions shall apply not only to OWNERS, but also to any person or persons, entity or entities, occupying the OWNER'S premises under lease from the OWNER or by permission or invitation of the OWNER or his tenants, expressed or implied.

a.) Failure of the OWNER to notify said person or occupants of the existence of said restrictions shall not in any way act to limit or divest the right of DECLARANT or ASSOCIATION of enforcement of these restrictions, and in addition, the OWNER shall be responsible for all violations of these restrictions by his tenants, licensees, invitees or guests and by guests, licensees and invitees of his tenants at any time.

27. DECLARATION OF RESTRICTIONS RUN WITH THE LAND. The herein contained restrictions shall constitute an easement and imposition in and upon the PROPERTY and every part thereof, and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by the DECLARANT and/or ASSOCIATION for a period of thirty (30) years from the date these restrictions are recorded, after which time the said restrictions may be extended for successive periods of ten (10) years until an instrument signed by a majority of the then OWNERS of the PROPERTY has been recorded agreeing to change said restrictions in whole or in part.

28. AMENDMENT OF RESTRICTIONS. DECLARANT or ASSOCIATION may, in its sole discretion, modify, amend, or add to this Declaration of Restrictions or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development originally set forth.

29. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any procedure at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to require certain performances or to recover damages or to enforce any lien created by these covenants. Any costs of collection, including reasonable attorneys fees, which fees shall include those caused by reason of any appellate proceedings, incurred in the enforcement of these covenants, restrictions or liens shall be paid by OWNER. Failure by the ASSOCIATION or DECLARANT to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

30. SEVERABILITY CLAUSE. Invalidation of any of these restrictions, in whole or in part, by a court of competent jurisdiction shall not affect any of the other restrictions.

IN WITNESS WHEREOF, FLORIDA NATIONAL PROPERTIES, INC., A Florida corporation, authorized to do business in the State of Florida, does hereby execute this Declaration of Restrictions in its name, by its undersigned authorized officers and affixes its corporate seal hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at Coral Springs, Florida.

FLORIDA NATIONAL PROPERTIES, INC.  
A Florida corporation

BY: W. Buntemeyer, Vice President

ATTEST: A. N. Malanos, Secretary

STATE OF FLORIDA )  
                          )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 19\_\_\_\_, by W. BUNTEMEYER, VICE PRESIDENT of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

11481202

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 1980, by THE PATIOS OF OAKWOOD, LTD., a Florida limited partnership, hereinafter called the grantor, to:

hereinafter called the grantee:

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Broward County, Florida, viz:

Unit \_\_\_\_\_, THE PATIOS OF OAKWOOD, a condominium, according to the Declaration of Condominium thereof, together with all exhibits and attachments thereto, recorded in O.R. Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Broward County, Florida, together with an undivided interest in the common elements

SUBJECT TO taxes for the year 1980 and subsequent years;  
SUBJECT TO easements, restrictions and reservations of record, if any, but this reference thereto shall not operate to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, THE PATIOS OF OAKWOOD, LTD., a Florida limited partnership, has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

THE PATIOS OF OAKWOOD, LTD.,  
a Florida limited partnership,  
BY: SMILEN HOMES, INC., a Florida  
corporation, as General Partner

By \_\_\_\_\_  
Gerald M. Smilen, Sr., President

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Gerald M. Smilen, Sr., well known to me to be the President of SMILEN HOMES, INC., a Florida corporation, as General Partner of THE PATIOS OF OAKWOOD, LTD., a Florida limited partnership, as grantor in

the foregoing deed, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last  
aforesaid this            day of           , 1980.

My commission expires:

Notary Public

This Instrument Prepared By:  
STEPHEN M. BEYER, ESQ.  
3200 University Drive, Suite 200  
Coral Springs, FL 33065

## ESCROW AGREEMENT

as General Partner of The Patios of Oakwood Ltd.,  
SMILEN HOMES, INC.,/a Florida corporation, hereinafter called  
"DEVELOPER," and STEPHEN M. BEYER, Attorney at Law, hereinafter  
called "BEYER," covenant and agree as follows:

1. SMILEN HOMES, INC. is the Developer of the condominium referred to as THE PATIOS OF OAK WOOD, a Condominium, and has requested that BEYER, an attorney practicing law in the State of Florida, act as Escrow Agent for all deposits to be made by prospective purchasers under Reservation Deposit and/or Agreement for Purchase and Sale which will be executed in the form of the attached specimens, in accordance with Chapter 718, Florida Statutes.
2. From time to time, Developer will deliver checks payable to or endorsed to Escrow Agent, which will represent a portion of deposits on Purchase Agreements, together with a copy of each executed Purchase Agreement. The Escrow Agent shall acknowledge the receipt of the deposit to the individual unit purchaser, upon request from said individual unit purchaser.
3. The Escrow Agent shall disburse, upon written direction of Developer (or its nominee), that portion of Purchaser's deposit escrowed hereunder which may be utilized in the actual development and construction of the condominium property in accordance with the provisions of the Florida Condominium Act, as same may be amended from time to time.
4. The Escrow Agent shall disburse the Purchaser's deposit escrowed hereunder and interest earned, if any, thereon in accordance with the following:
  - a. To the Purchaser within thirty (30) days after the receipt of the written certification that the Purchaser has properly terminated his Purchase Agreement pursuant to its terms or pursuant to Chapter 718, Florida Statutes.
  - b. To the Developer within ten (10) days after the receipt of the Developer's written certification that the Purchase Agreement has been terminated by reason of said Purchaser's failure to cure a default in performance of Purchaser's obligations thereunder.
  - c. If the deposit of a Purchaser, together with any interest thereon, has not been previously disbursed in accordance with the provisions of 4.a. and 4.b. hereinabove, the same shall be disbursed to the Developer upon receipt from the Developer of a closing statement or other verification signed by the Purchaser or his attorney or authorized agent, reflecting that the transaction for the sale and purchase of the subject condominium unit has been closed and consummated; provided, however, that no disbursement shall be made under this subparagraph 4.c. if prior to the disbursement the Escrow Agent shall receive from the Purchaser written notice of a dispute between the Purchaser and the Developer.
  - d. The Escrow Agent shall, at any time, make distribution of the Purchaser's deposit and interest earned thereon, if any, upon written direction duly executed by the Developer and the Purchaser.
5. BEYER shall make no charge against any sums deposited with him pursuant to this Agreement for any service performed by him.
6. BEYER shall deposit all sums received pursuant to this agreement in the escrow account of BEYER.
7. Prospective purchaser shall have the right to an immediate unqualified refund from Escrow Agent of any reservation deposit monies held by Escrow Agent upon written request of prospective Purchaser or Developer.

EXHIBIT 6

8. This Agreement shall remain in full force and effect so long as BEYER is the holder of any deposit made in accordance with this Escrow Agreement.

9. In the event of disagreement about the interpretation of this Escrow Agreement, or about the rights and obligations or the propriety of any action contemplated by the Escrow Agent hereunder, Escrow Agent may, at his sole discretion, file an action in interpleader to resolve the said disagreement. The Escrow Agent shall be indemnified by Developer for all costs, including reasonable attorney's fees, in connection with the aforesaid interpleader action.

10. The Escrow Agent may resign at any time upon the giving of thirty (30) days' written notice to the Developer. If a successor Escrow Agent is not appointed by Developer within thirty (30) days after notice of resignations, the Escrow Agent may petition any court of competent jurisdiction to name a successor Escrow Agent and the Escrow Agent herein shall be fully relieved of all liability under this Escrow Agreement to any and all parties upon the transfer of, and new accounting for the escrow deposits to the successor Escrow Agent either designated by the Developer or appointed by the court.

11. The Developer may, upon the giving of thirty (30) days' written notice to the Escrow Agent, terminate the services of the Escrow Agent hereunder. In the event of such termination, the Escrow Agent shall immediately deliver to the successor Escrow Agent selected by Developer all documentation in its possession relating to deposits escrowed hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 10 day of April, 1970

Signed, sealed, and delivered  
in the presence of:

SMILEN HOMES, INC., a Florida  
corporation

BY:

Gerald Smilen  
GERALD SMILEN, Sr., President

Stephen M. Beyer  
STEPHEN M. BEYER

OFF 44704-200

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR  
CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION  
718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO PURCHASER OR LESSEE.

THE PATIOS OF OAKWOOD, LTD.

9560 S.W. First Court  
Coral Springs, FL 33065

AGREEMENT FOR PURCHASE AND SALE

Dated \_\_\_\_\_

THE PATIOS OF OAKWOOD, LTD., a Florida limited partnership, qualified to do business in Broward County, Florida, hereinafter referred to as  
"DEVELOPER," hereby acknowledges receipt of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS  
from \_\_\_\_\_

Whose permanent resident address is \_\_\_\_\_

Business Telephone No. \_\_\_\_\_ and Residence Telephone No. \_\_\_\_\_ hereinafter referred to as  
"PURCHASER," as a deposit, in connection with the transaction covered by this Agreement, according to the terms and aconditions hereinafter set  
forth:

1. DESCRIPTION OF PROPERTY: DEVELOPER agrees to sell and PURCHASER agrees to purchase Apartment No. \_\_\_\_\_ of THE PATIOS  
OF OAKWOOD, a Condominium, according to the Declaration of Condominium thereof, to be recorded in the Public Records of Broward  
County, Florida; being a \_\_\_\_\_ bedroom, \_\_\_\_\_ bathroom condominium unit.

2. PURCHASE PRICE: The purchase price of the property which is the subject matter of this Agreement shall be as follows:

Base Unit Price \$ \_\_\_\_\_

Options - See Schedule A \$ \_\_\_\_\_

TOTAL PURCHASE PRICE \$ \_\_\_\_\_

and shall be paid to DEVELOPER by PURCHASER in the following manner:

a. Reservation deposit to be applied hereunder \$ \_\_\_\_\_

b. Additional deposit within five (5) days of mortgage approval \$ \_\_\_\_\_

c. Face amount of mortgage loan to be obtained by Purchaser \$ \_\_\_\_\_  
(if applicable)

d. \_\_\_\_\_ \$ \_\_\_\_\_

e. Balance of purchase price, if any, exclusive of mortgage costs closing  
costs, prorations, adjustments and credits, to be paid in cash or bank check,  
at closing. \$ \_\_\_\_\_

TOTAL PURCHASE PRICE \$ \_\_\_\_\_

ANY PAYMENT IN EXCESS OF TEN (10%) PER CENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO  
THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

GENERAL TERMS AND CONDITIONS

**A. MORTGAGE PROVISIONS:** If PURCHASER has elected to pay for a portion of the purchase price by obtaining a mortgage loan (such election  
being evidence by Paragraph 2 hereinafter where the indicated amount of the mortgage is set forth), it is understood and agreed that the transaction,  
covered by this Agreement is subject to the INITIAL qualification and credit approval of PURCHASER by an Institutional Mortgagee as further  
defined herein. PURCHASER agrees that, upon written or oral request of DEVELOPER, or lender, he will within five (5) days make application for  
such a mortgage loan, in the amount set forth in Paragraph 2 of this Agreement for Purchase and Sale with a lender or lenders of DEVELOPER'S  
own selection. Said loan shall contain monthly payments amortized for no less than twenty-five (25) years with interest at the prevailing rate at the  
time of closing and with closing costs customary for local lending institutions. PURCHASER agrees to disclose all information and execute all of  
the necessary instruments that may be required of him, including a financial statement, promptly and when requested to do so.

The written acknowledgment by the Institutional Mortgagee that PURCHASER has qualified for subject mortgage loan satisfied in full the  
requirement herein for initial qualification and credit approval. PURCHASER specifically acknowledges that actual closing of said mortgage loan is  
not a requirement hereto.

The PURCHASER agrees to pay all customary costs of placing, carrying, and transferring said mortgage to PURCHASE, as charged by the  
lender, including, but not limited to: abstracting fees; escrow fees; interest from closing; survey charges; casualty insurance; mortgage brokerage  
fees; mortgage transfer fees; points; attorneys' fees and/or mortgage title insurance; and any other costs that concern said mortgage.

PURCHASER agrees that, in the event that DEVELOPER places the first mortgage on the above-described property, PURCHASER will assume  
said mortgage at closing and reimburse DEVELOPER for all costs to place, carry and transfer said first mortgage to PURCHASER.

The failure or refusal by PURCHASER to make timely application, to disclose all information, or to execute all of the necessary instruments  
required by him, including a financial statement, promptly and when requested to do so; or the failure or refusal to pay the closing costs or  
documents, all as set forth above, shall constitute a material breach of this Agreement by PURCHASER under the terms of Paragraph K herein.

Notwithstanding the provisions of this Paragraph A, PURCHASER may make application for said mortgage loan with a lender or lenders of  
PURCHASER'S own selection; subject, however, to DEVELOPER'S approval of such lender or lenders and the terms and conditions of any  
mortgage loan obtained. However, in order to assure PURCHASER'S timely performance of all of the terms and conditions of this Agreement  
nothing herein contained shall be construed as modifying or releasing PURCHASER from PURCHASER'S obligations under this Paragraph A  
including the obligation to make application for said mortgage loan with a lender or lenders of the DEVELOPER'S own selection and  
PURCHASER'S subsequent obligations related thereto.

**B. TIME FOR MAKING PAYMENTS:** Except as otherwise provided herein, all payments hereunder shall be due and payable by PURCHASER  
within five (5) days of written notice from DEVELOPER that such payments are then due and payable. The failure of PURCHASER to make such  
payments, within the specified period of time, and when requested by DEVELOPER to do so, shall constitute a material breach of this Agreement  
under the terms of Paragraph K herein.

**C. ESCROW OF DEPOSITS:** With respect to deposits paid by PURCHASER to DEVELOPER under the terms of this Agreement:

1. The initial deposit and/or subsequent payments, made pursuant to this Agreement by PURCHASER to DEVELOPER, shall, prior to the  
closing of title and until the amount paid to DEVELOPER shall equal ten (10%) per cent of the total purchase price, be held in an escrow account  
with STEPHEN M. BEYER, ESQ., hereinafter called "ESCROW AGENT," as provided in the Escrow Agreement, a copy of which shall be included in  
the Prospectus, pursuant to the provisions of Section 718.202, Florida Statutes. PURCHASER may upon request, receive a receipt or receipts for  
such deposit or deposits from the ESCROW AGENT.

2. In the event that PURCHASER shall be entitled to a refund of any such deposits hereunder, the DEVELOPER shall refund said deposits to  
PURCHASER and/or DEVELOPER shall instruct the ESCROW AGENT to refund said deposits to PURCHASER, as provided by Section 718.202 (1  
(a) and (2), Florida Statutes. In the event DEVELOPER shall be entitled to be paid said deposits, either upon the closing of this transaction or a  
liquidated damages for PURCHASER'S default, as hereinafter provided, said ESCROW AGENT shall pay said deposits to DEVELOPER, as  
provided by Section 718.202 (1) (b), Florida Statutes. The parties hereto agree to indemnify and hold the ESCROW AGENT harmless of and from  
any and all claims, arising out of or under the provisions of this Paragraph C.

**SUBMISSION OF PROPERTY TO THE CONDOMINIUM FORM OF OWNERSHIP:** The DEVELOPER shall submit the said real property and improvements thereon to the condominium form of ownership, pursuant to the provisions of Chapter 718, Florida Statutes. The DEVELOPER shall record among the Public Records of Broward County, Florida, such documents and instruments as are required to be filed under the laws of the State of Florida, to create and maintain the condominium. The DEVELOPER reserves that right, at any time prior to the closing of the sale of the unit to a PURCHASER, other than the DEVELOPER to make any amendment to the condominium documents, that the DEVELOPER, the Condominium Act, governmental authorities having jurisdiction over the real property and the improvements thereon, title insurance companies or mortgage lenders require or deem necessary; provided, that the said amendments do not materially alter the location or boundaries of the unit, change size of the common elements to the prejudice of the PURCHASER, decrease PURCHASER'S share in the common elements (subject to the applicable section of the Declaration of Condominium), change PURCHASER'S voting rights, decrease PURCHASER'S share in the common elements, or increase PURCHASER'S share in the common expenses, or otherwise materially affect the rights of the PURCHASER, or the value of the unit.

DEVELOPER reserves the right not to submit the subject property to condominium ownership, in which event this Agreement shall be null and void and all monies heretofore paid shall be returned by PURCHASER.

**PURCHASER'S RIGHT TO CANCEL AGREEMENT: THIS AGREEMENT IS VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE PURCHASER, AND RECEIPT BY PURCHASER OF ALL THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. PURCHASER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER PURCHASER HAS RECEIVED ALL OF THE ITEMS REQUIRED. PURCHASER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.** In the event that the PURCHASER shall terminate this Agreement as above provided, the PURCHASER shall be entitled to receive a refund of all monies, without interest, paid hereunder by PURCHASER, as provided by Section 718.202, Florida Statutes.

**QUALITY OF TITLE AND CONVEYANCE. TITLE SHALL BE CONVEYED BY STATUTORY WARRANTY DEED:** It is understood and agreed at title to the property which the PURCHASER will acquire pursuant to this Agreement, shall be good or marketable, or insurable, subject only to conditions, reservations, restrictions, limitations and easements of record; taxes for the current year, which are not yet due and payable, and pending municipal liens; the standard exceptions contained in an A.L.T.A. Owner's Title Insurance Policy, issued in Broward County, Florida; and the Declaration of Condominium of THE PATIOS OF OAKWOOD, a condominium, mortgages being assumed, if any. Declaration of Condominium, and all exhibits and amendments thereto, of THE PATIOS OF OAKWOOD, a Condominium.

#### **CLOSING:**

1. The unit shall be constructed in accordance with DEVELOPER'S construction schedule, subject to the availability of labor and materials, in accordance with the Plans and Specifications on file in the office of the DEVELOPER which have been made available to the PURCHASER for inspection. DEVELOPER has the right to substitute materials of equal quality from those shown on plans and/or model brochures. The unit shall be ready for delivery to PURCHASER within twenty-four (24) months from the date hereof, provided that delays caused by acts of God, flood, hurricane, strikes, labor conditions beyond DEVELOPER'S control, unavailability of labor or materials, acts of governmental authorities such as building, zoning or sewer moratoriums or any other causes not within DEVELOPER'S control shall be added to said period. It is specifically agreed at time is not of the essence concerning the completion date.

2. Closing shall be held at DEVELOPER'S office or as otherwise designated by DEVELOPER, within ten (10) days upon the giving of written notice of closing by DEVELOPER to PURCHASER. The issuance of a Temporary or Permanent Certificate of Occupancy shall conclusively evidence that the unit has been completed and ready for closing, it being specifically acknowledged by PURCHASER that certain items may require completion, repairs or replacement subsequent to closing. However, these items shall in no way affect or delay said closing, and there shall not be any escrow of funds at closing to cover these items.

3. In the event that PURCHASER does not close on the date specified by the DEVELOPER through no fault of DEVELOPER and PURCHASER as hereafter close, PURCHASER agrees that all prorations and all expenses of the PURCHASER, including the PURCHASER'S share of the common expenses of the Condominium shall be as of the date originally set by the DEVELOPER for closing. In addition thereto, PURCHASER shall pay to the DEVELOPER, in cash at closing, a sum equal to fifteen (15%) per cent per annum on the outstanding balance of the purchase price due by PURCHASER at closing from the date that the closing was scheduled by the DEVELOPER to the date of the actual closing.

4. In addition, at the time of closing, PURCHASER agrees to execute an assumption of the Management Agreement, if applicable, and written instructions to the ESCROW AGENT to disburse from escrow, all funds deposited under this Agreement and delivered to ESCROW AGENT hereunder. The acceptance of the Deed by PURCHASER shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the DEVELOPER, to be performed pursuant to the provisions of this Agreement, except those imposed by operation of law or as are herein specifically stated to survive the delivery of the Deed.

**EXPENSES OF CLOSING:** The following expenses will be paid by the PURCHASER at time of closing:

1. A closing charge, payable to DEVELOPER, in a sum equal to one and one-quarter (1 1/4%) per cent of the purchase price. DEVELOPER shall use a portion of same to pay the cost of recording the Special Warranty Deed, Stamps as required by the State of Florida to be affixed to the deed of conveyance, and the cost of abstract and furnishing to the PURCHASER an Owner's Title Insurance Policy (which title insurance policy shall be subject only to those matters set forth in Paragraph F hereinabove).

2. A sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS as an initial distribution to the working capital of the Condominium association, for operating funds and capital expenditures, such initial contribution to the working capital shall not relieve PURCHASER of PURCHASER'S responsibility to all monthly installments of the common expenses assessed to PURCHASER'S unit.

3. All costs which any mortgagee requires to be paid if the PURCHASER obtains mortgage financing for purchase of the condominium unit.

4. Real estate taxes and any other taxes assessed against the condominium unit, monthly condominium assessments, utility deposits, as of the certified date of closing hereinabove. In the event closing occurs in a year for which individual condominium unit's real property tax bills are not available, then at time of closing, PURCHASER shall pay into escrow (with an escrow agent selected by DEVELOPER) the estimated pro rata portion of the real property taxes allocable by PURCHASER'S ownership of the unit.

**WARRANTIES:** PURCHASER acknowledges that he is purchasing the subject condominium unit subject only to any warranties as specifically required by Section 718.203, Florida Statutes.

**I. DEVELOPER UNABLE TO CONVEY:** In the event that DEVELOPER shall be unable to convey the Unit in accordance with this Agreement, then the DEVELOPER shall return to PURCHASER any deposit made hereunder by PURCHASER, as provided by Sections 718.202 (1) (a) and (2), Florida Statutes, unless previously forfeited to DEVELOPER due to PURCHASER'S default, and upon such refund being made to PURCHASER, this Agreement shall be cancelled and shall be of no further force or effect, and DEVELOPER shall be under no obligation or liability whatsoever to PURCHASER for any damages that PURCHASER may have sustained, and neither party shall have any further liability to the other. PURCHASER shall not have the right to specific performance under this Agreement.

**K. DEFAULT:** In the event that PURCHASER shall fail or refuse to make any payment hereunder, or to timely perform, in any other respect, any of the terms and conditions hereof, as required herein and such default shall continue for a period of five (5) days, all sums theretofore paid by PURCHASER, pursuant to this Agreement, shall be retained and/or paid to DEVELOPER, as liquidated damages, not as a penalty, the parties acknowledging hereby that DEVELOPER'S damages are uncertain and difficult of ascertainment and that it is in their best interests at this time to agree upon a liquidated sum to compensate DEVELOPER upon such default by PURCHASER, and this Agreement shall thereupon terminate and PURCHASER and DEVELOPER shall be released from any further liability hereunder. Notwithstanding anything contained herein to the contrary, in the event of any such default by PURCHASER, PURCHASER shall pay all expenses, including attorney's fees, thereupon incurred by DEVELOPER, by reason of such default by PURCHASER or the enforcement of the provisions hereof, and PURCHASER shall also be liable for all costs of the escrow with the ESCROW AGENT and for any costs and reasonable attorney's fees that may be incurred by the ESCROW AGENT by reason of such default by PURCHASER. In addition, in the event of any such default by PURCHASER, the ESCROW AGENT is authorized to release from escrow to DEVELOPER all funds, deposited under this Agreement and delivered to ESCROW AGENT hereunder. In the event DEVELOPER shall fail to timely perform any of the terms and conditions hereof, as required herein, the PURCHASER shall have the right to a refund of all sums theretofore paid by PURCHASER, pursuant to this Agreement, and upon refund of such sums by DEVELOPER, this Agreement shall thereupon terminate and PURCHASER and DEVELOPER shall be released from any further liability hereunder.

**L. RISK OF LOSS:** Prior to the closing, risk of loss to the Unit shall be borne by the DEVELOPER.

**M. POSSESSION:** Both title to and possession of the Unit shall remain with the DEVELOPER until this transaction is closed. No furniture, fixtures or personal property of any kind may be installed upon or placed in the Unit by the PURCHASER, nor may any person or persons occupy the subject unit until all monies due DEVELOPER have been paid, all requisite documents executed and delivered at the closing of this transaction. Until closing, PURCHASER shall not enter the subject unit or any portion of the building containing the Unit or at any time interfere in any way with construction, unless accompanied by a representative of DEVELOPER. All inquiries shall be made at DEVELOPER'S office or at such sub-office as DEVELOPER may designate.

**N. NO BROKER:** PURCHASER acknowledges that there are no brokers involved in this transaction, and further, agrees and covenants to defend, indemnify and hold harmless the DEVELOPER, by reason of any claim, arising out of this transaction, for such commission by any real estate broker or salesman whose signature does not appear on this Agreement, including attorney's fees for the defense of any such claim or the enforcement of the provisions hereof.

**O. EFFECTIVE DATE:** The effective date of this Agreement is the date of acceptance by DEVELOPER.

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**P. MODIFICATION:** This Agreement, as written, constitutes the entire agreement between the parties and contains all the agreement's obligations, and representations of the DEVELOPER, except for those contained in the documents to be furnished to PURCHASER as herein set forth. This Agreement shall not be modified, except in writing and signed by all parties hereto. No waiver of any provisions of this Agreement shall be construed as a continuing waiver of such provisions on any subsequent occasion, unless such waiver is in writing and states explicitly that it is intended to modify this Agreement.

**Q. TIME IS OF THE ESSENCE:** it is agreed that time shall be of the essence as to all obligations of the PURCHASER, specifically with reference to payments of monies when due and date of closing and/or combination and delivery of any documents or information as required by mortgage and lenders.

**R. ASSIGNMENT:** This Agreement and the rights and interests hereunder are not transferable by PURCHASER, without the written consent of DEVELOPER.

**S. NOTICES:** Unless otherwise stated elsewhere in this Agreement, it is understood and agreed between the parties hereto that written notice, hand-delivered to the parties hereto, or mailed, via certified mail, return receipt requested, postage prepaid, to the parties hereto at their respective mailing addresses as set forth above, unless either party has notified the other party, in writing, of a change of address, shall constitute sufficient notice hereunder.

**T. COVENANTS AND AGREEMENTS TO BE BINDING:** All covenants and agreements herein contained shall extend to and be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective parties, if applicable.

**U. NUMBER AND GENDER:** Whenever used or the context so requires, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

NO AGREEMENT NOT RECORDED

**V. AGREEMENT NOT RECORDABLE:** This Agreement shall not be recorded in the Office of the Clerk of the Circuit Court of the State of Florida.

**W. SUBORDINATION OF PURCHASE RIGHTS:** PURCHASER acknowledges that all of his rights hereunder are and shall be subordinate to the rights of any construction lenders holding a mortgage encumbering the condominium property.

**X. INSULATION:** THE SECOND-STORY CEILINGS WILL BE INSULATED WITH 6-INCH THICK FIBERGLASS BATT INSULATION, WHICH THICKNESS ACCORDING TO THE MANUFACTURER, WILL RESULT IN AN "R" VALUE OF 19.

**Y. CONSTRUCTION:** DEVELOPER agrees to construct the subject condominium unit in accordance with the plans and specification on file with the City of Coral Springs Building Department and/or as shown in the sales brochures and/or model homes; however, DEVELOPER specifically reserves the right to substitute materials from those shown with materials of equal or greater quality.

IN WITNESS WHEREOF, the parties hereto have affixed their respective hands and seals, as of the dates set forth below their respective signatures:

ANY PAYMENT IN EXCESS OF TEN (10%) PER CENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

**Witnesses as to Purchaser:**

(SEAL)

PURCHASER \_\_\_\_\_

## ACCEPTANCE

DEVELOPER hereby accepts and agrees to the terms and conditions as set forth in this Agreement.

Witnesses as to Developer:

THE PATIOS OF OAKWOOD, LTD., a Florida limited partnership,  
BY: SMILEN HOMES, INC., a  
Florida Corporation, its General Partner.

By Gerald Smilen, Sr., President  
DEVELOPER

**Dated**

There is (is not) a real estate broker or salesman, other than DEVELOPER'S on-premises sales representative, involved in this transaction. (If applicable, state the name and address of such real estate broker or salesman below.)

(Signature of Broker or Salesman, if any)

THE PATIOS OF OAKWOOD  
a Condominium

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges receipt of the items checked below as required by the Condominium Act relating to THE PATIOS OF OAKWOOD, a Condominium, physically located at 9560 S.W. First Court, Coral Springs, Florida.

Place a check in the columns by each item received. If an item does not apply, place a "N/A" in the column.

| ITEM                                                                                                    | RECEIVED |
|---------------------------------------------------------------------------------------------------------|----------|
| Prospectus                                                                                              | X        |
| Declaration of Condominium                                                                              | X        |
| Articles of Incorporation                                                                               | X        |
| By-Laws                                                                                                 | X        |
| Estimated Operating Budget                                                                              | X        |
| Form of Agreement for Sale or Lease                                                                     | X        |
| Covenants and Restrictions                                                                              | X        |
| Ground Lease                                                                                            | N/A      |
| Management and Maintenance Contracts for More Than One Year                                             | N/A      |
| Renewable Management Contract                                                                           | N/A      |
| Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominium | N/A      |
| Form of Unit Lease, if a Leasehold                                                                      | N/A      |
| Declaration of Servitudes                                                                               | N/A      |
| Statement of Conversion Conditions                                                                      | N/A      |
| Plot Plan                                                                                               | X        |
| Floor Plan                                                                                              | X        |
| Survey of Land and Graphic Description of Improvements                                                  | X        |

THIS AGREEMENT IS VOIDABLE BY PURCHASERS BY DULY WRITTEN NOTICE OF THE PURCHASERS' INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE PURCHASERS, AND RECEIPT BY PURCHASERS OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO THEM BY DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. PURCHASERS MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE PURCHASERS HAVE RECEIVED ALL OF THE ITEMS REQUIRED. PURCHASERS' RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
PURCHASER/LESSEE (SEAL)

\_\_\_\_\_  
PURCHASER/LESSEE (SEAL)

OFF  
REF 11481 DATE 2007

THE PATIOS OF OAK WOOD, a condominium  
9560 N. W. 1st Court  
CORAL SPRINGS, FLORIDA 33065

RESERVATION DEPOSIT

Date \_\_\_\_\_

Gentlemen:

I wish to reserve Apartment No. \_\_\_\_\_ of THE PATIOS OF OAK WOOD, a  
Condominium, and with this reservation, hereby deposit the sum of  
\_\_\_\_\_ (\$ \_\_\_\_\_)

DOLLARS for this purpose.

I understand that this reservation form does not constitute a legally binding contract; that I may either apply the above deposit towards the down payment at the time I sign a legally binding purchase agreement; or, I may have it refunded in full, without interest, at any time before then, should I decide not to purchase a THE PATIOS OF OAK WOOD apartment. The Developer assures that the purchase price represented in or pursuant to the Reservation Deposit will be the price in the Agreement for Purchase and Sale.

This deposit is refundable upon the demand of the Purchasers and shall be refundable at the option of the Developer if an Agreement for Purchase and Sale of said unit is not executed by Purchasers on or before \_\_\_\_\_, 19 \_\_\_\_\_. Either of the foregoing events shall release both parties from any obligation hereunder, except Developer's obligation to refund said deposit in the event the Agreement for Purchase and Sale is not executed.

All deposits shall be escrowed, without interest, with STEPHEN M. BEYER, Attorney at Law, TRUST ACCOUNT.

It is my understanding that I may obtain a receipt from the agent upon my request.

All condominium documents are required to be filed by Developer with the Department of Business Regulation, Division of Florida Land Sales and Condominiums, as per Chapter 718, Florida Statutes. Simultaneously with the execution by Purchaser of a binding and enforceable contract, the Purchaser has the right to receive all documents as required by Chapter 718, Florida Statutes.

APARTMENT PRICE \_\_\_\_\_

EXTRAS \_\_\_\_\_

TOTAL \_\_\_\_\_

DEPOSIT RECEIVED \_\_\_\_\_

Name \_\_\_\_\_

(SEAL)

Address \_\_\_\_\_

(SEAL)

Phone \_\_\_\_\_

PURCHASER

Employment \_\_\_\_\_

RECEIPT ACKNOWLEDGED BY:

Address \_\_\_\_\_

By: \_\_\_\_\_

Phone \_\_\_\_\_

For Additional Information:  
STEPHEN M. BEYER, ESQ.  
3200 University Dr., Suite 200  
Coral Springs, Florida 33065  
(305) 752-5500

EXHIBIT 8

STEPHEN M BEYER, P A  
ATTORNEY AT LAW  
3200 UNIVERSITY DRIVE-SUITE 200  
CORAL SPRINGS, FLORIDA 33065  
TELEPHONE (305) 752-5500

October 3, 1980

The Patios of Oakwood Ltd.  
9560 S.W. 1st Court  
Coral Springs, FL 33065

Re; Portion of Parcel P, Oakwood

Gentlemen;

Based upon my examination of the abstract of title of the above property, I am of the opinion that fee simple title is vested in The Patios of Oakwood Ltd., a Florida Limited Partnership, as of this date.

Said title is subject only to the following:

1. Taxes for the year 1980 and subsequent years;
2. Declaration of Restrictions
3. Drainage and utility easements of record

The above opinion is based upon receiving and recording the following:

1. Satisfaction of mortgage from Barnett Bank of Fort Lauderdale as to that certain mortgage recorded in O.R. 9074 page 164 of the Public Records of Broward County, Florida., together with release with recorded UCC Financing Statements

Very truly yours,

Stephen M. Beyer

EXHIBIT 9



PROPOSED AMENDMENTS TO  
BY-LAWS OF  
PATIOS OF OAKWOOD CONDOMINIUM ASSOCIATION, INC.,  
AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM,  
PATIOS OF OAKWOOD, A CONDOMINIUM

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

(Substantial rewording of Section. See Section 7.8 for present text.)

7.8 Fidelity Bonds. All personnel on the Board of Directors of the Condominium, or officers or agents of the Association, who handle funds of the Condominium must be bonded in the amount of \$10,000 by an insurance company licensed to do business in the State of Florida. The premiums on such bond shall be paid by the Condominium Association.

This proposed By-Law Section has no current counterpart.

13. Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or its guests, relatives or lessees, in the manner provided herein, and such fines shall be collectible as any other assessment such that the Association shall have a lien against each unit for such purpose, as provided in the Declaration.

13.1 The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining where there is probable cause that any of the provisions of the Declaration of Condominium: the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association, regarding the use of units, common elements, or Association property, are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Fifteen (\$15.00) Dollars for the first offense, Twenty-Five (\$25.00) Dollars for a second offense, and Fifty (\$50.00) Dollars for the third and each continuing offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice, within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

13.2 If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the unit owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.



CERTIFICATE OF AMENDMENT

TO THE DECLARATION OF CONDOMINIUM OF

THE PATIOS OF OAKWOOD, A CONDOMINIUM

84- 54101 AND BY-LAWS OF

PATIOS OF OAKWOOD CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium and By-Laws of The Patios of Oakwood, a condominium, and The Patios of Oakwood Condominium Association, Inc., as recorded in the Official Records of Broward County, Florida in Book 9577 at Page 168 et. seq., were duly adopted in the manner provided in Article 13 of the Declaration of Condominium and Article 10 of the By-Laws, that is by proposal of the Board of Directors and approval by not less than 75% of the members of the Association at a meeting held January 30, 1984.

IN WITNESS WHEREOF, we have affixed our hands this 12 day of Feb, 1984, at Coral Springs, Broward County, Florida.

By: Mary Joslin  
President

Attest: Harold Schwamenzfeld  
Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

On this 10th day of February, 1984, personally appeared Mary Joslin and Harold Schwamenzfeld, 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.

My Commission Expires:

La Thane Barmuth  
Notary Public  
Notary Public, State of Florida  
My Commission Expires May 15, 1985  
Bonded Third Party Lien - Insurance, Inc.

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PROPOSED AMENDMENTS TO  
DECLARATION OF CONDOMINIUM OF  
PATIOS OF OAKWOOD, A CONDOMINIUM

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

2.6 Common expenses includes:

.....

(h) Expenses of pest control and extermination within individual apartments, as well as common elements and limited common elements.

(i) Expenses which may be imposed against an individual owner for payment of a fine, as described in Section 13 of the By-Laws.

.....

2.11 Assessment means a share of the funds required for the payment of the condominium expenses which from time to time are assessed against the unit owners by the Association, or interest or charges thereon due to late payment, or the charge to a unit owner for payment of a fine as described in Section 13 of the By-Laws, or for expenses of the Association occasioned by the wrongful or negligent conduct of that owner or any licensee or invitee thereof, including but not limited to damages to the common elements.

(Substantial rewording of section. See Section 6.1 of the Declaration for present text.)

6.1 Delinquent Fees: Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not be considered delinquent, but all sums not paid on or before ten (10) days after the date when due, shall be considered delinquent and a \$5.00 late charge will be imposed. An additional \$10.00 charge will be imposed for any payment not paid after 30 days from the due date. In addition to any late charge, delinquent assessments shall bear interest at the maximum rate allowed by the laws of the State of Florida.

10. Use Restrictions.

10.1 Apartments.

(a) In addition to other duties and obligations set out in this Declaration, every unit owner shall:

.....

(5) Allow the Association or its agent access to the apartment, on a monthly basis, for the purpose of exterminating insects.

(Substantial rewording of section. See Section 10.7 for present text.)

10.7 Parking Spaces.

a. No truck, pick-up truck, jeep, van, trailer, boat, motorhome, camper or other recreational vehicle, or other commercial vehicle, or other vehicle with a height exceeding 5 feet or tires exceeding 12 inches in width, shall be parked in any parking space except such temporary parking as may be necessary to effectuate



deliveries to the condominium, the association, or unit owners and residents.

b. No motor vehicle of any type shall be parked in the parking spaces or other common elements of the condominium, except those motor vehicles which have valid state registrations and are in operating condition.

c. Residents may park up to, but not more than, three of their own vehicles upon the condominium property. Guests parking over seven (7) days must have written approval of the Board of Directors or its designee.

(Substantial rewording of section. See Section 10.9 for present text.)

#### 10.9 Window Coverings.

The backings of all drapes, shades, curtains and other window coverings that are visible from the outside front and side of the buildings, must be white, off-white or earth tone shades that will blend with the exterior of the building. Bed sheets only may be used as a temporary window covering for sixty days after the day of occupancy.

(Substantial rewording of section. This amendment re-adopts Section 11 of the Declaration as originally worded.)

Section 11 of the Declaration of Condominium, as originally contained in Book 9577, at Pages 185 through 190 of the Official Records of Broward County, Florida, and as purportedly deleted by amendment dated October 27, 1981 and contained in Book 9873 at Page 730 of the Official Records of Broward County, Florida, is hereby reinstated in full, as originally set forth.

#### 11. Transfers subject to approval.

. . . . .

##### c. Lease

. . . . .

provided, however, that the Board of Directors of the Association shall have the authority to allow exceptions to the above limitation upon a showing of good cause. Good cause shall include, but not be limited to, the following:

- a. Death or serious illness of the Tenant.
- b. Relocation outside Broward County of Tenant.
- c. Change of marital status of Tenant.
- d. Breach of lease, rules and regulations, and other provisions contained in the Condominium Documents by the Tenant.

#### 12.2 Costs and attorney's fees.

. . . .

Additionally, the Association shall have the authority to recover all attorney's fees expended prior to the institution of litigation, in matters pertaining to the alleged failure of an apartment owner, their guests, lessees and invitees to comply with the Declaration, Articles, By-Laws or Rules and Regulations in the manner provided for herein.

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13.3 Subsequent to any hearing, or if no hearing is requested and if no acknowledgment and promise is timely made by the Board of Directors shall determine whether there is timely evidence of a violation or violations as provided herein it shall levy a fine for each violation in the amount provided herein.

13.4 A fine pursuant to this section shall be assessed against the unit which the violator occupied or visited at the time of the violation, whether or not the violator is an owner of that unit, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in the Declaration. Nothing herein shall be construed to interfere with any right that a unit owner may have to obtain from a violator occupying his unit payment in the amount of any fine or fines assessed against that unit.

13.5 Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association's documents: including but not limited to legal action for damages or injunctive relief.



(Substantial rewording of section. See Section 13.2(a) of the Declaration for present text.)

Section 13.2(a) of the Declaration of Condominium, as originally contained in Book 9577, at Pages 185 through 190 of the Official Records of Broward County, Florida, and as purportedly amended dated October 27, 1981 and contained in Book 9873 at Page 730 of the Official Records of Broward County, Florida, is hereby reinstated in full, as originally set forth.

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PROPOSED AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
PATIOS OF OAKWOOD, A CONDOMINIUM

(Substantial rewording of Section. See Section 3.6(a) for present text.)

3.6 Common Elements.

. . .

a. Automobile Parking Areas. At least one (1) exclusive parking area shall be assigned by the Board to each two bedroom apartment. If a two (2) bedroom unit owner furnishes proof of ownership of up to two (2) passenger automobiles in current operating condition and with valid state registration as evidenced by the vehicle registration form filed with the Board of Directors on or before January 30, 1984, and subsequently approved by the Board, the Board shall assign two (2) spaces to said apartment. Two (2) exclusive parking areas shall be assigned to each three bedroom apartment. All other parking spaces shall be unassigned and shall be a common element and considered guest parking. The assigned parking spaces shall be limited common elements.

(i) Upon assignment of spaces, the Board shall record such assignment in a book, listing the name of the designee(s), unit number and space numbers. Upon sale or transfer of a unit, the Board shall change the designation to accurately reflect such transfer.

(ii) No assigned space may be transferred without the consent, in writing, of the assignee(s) thereof. The transfer of any space, except as an appurtenance to an apartment, is prohibited.

(iii) Notwithstanding anything to the contrary herein contained, unit owners evidencing proof of previous assignments from the Developer shall be allowed to keep such spaces, provided that the assignment is recorded as indicated in (i) and (ii), above.

PROPOSED AMENDMENT TO BY-LAWS

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

8. PARKING SPACES. Use of all parking spaces shall be as provided for in the Declaration. At the time of the purchase of the member's unit, no member was specifically assigned a parking space. The Developer, however, retains the right to assign one parking space per unit purchased and such additional spaces as it deems appropriate which rights shall continue until Developer sells the last condominium unit or delegates its rights hereunder to the Association. Thereafter the Association shall have the right to assign and control all unassigned parking spaces so long as the Association does not interfere with after or change the previously made Developer's assignments. Parking spaces may be transferred and swapped only among the various unit owners. Parking spaces, if assigned, must be assigned so that every unit shall at all times have one parking space which is assigned to it exclusively, the right to which is transferable at the time of the sale or transfer of the unit. Maintenance of the parking area is declared to be a common expense and the expenses incident to the same shall



-be-divided-among-all-of-the-unit-owners-as-are-other-common  
-expenses--PARKING-SPACES-ARE-FOR-PASSENGER-AUTOMOBILES-ONLY  
-AND-NOT-BUSES-TRUCKS-TRAILERS-MOTORHOMES-CAMPERS-OR-OTHER  
-VEHICLES-OR-OBSTACLES-SHALL-BE-PLACED-IN-OR-AROUND-THE-PARKING  
-SPACES-ASSIGNMENT

8-1--Assignment-of-Parking-Spaces--The assignment  
-of-parking-spaces-shall-be-made-by-describing-the-particular  
-space-by-reference-there-to-in-a-document-entitled "Assignment  
-of-Use-of-Parking-Spaces" delivered-at-the-same-time-as-the  
-Deed-of-Conveyance-to-the-unit--The Association-shall-maintain  
-a-book-for-the-purpose-of-listing-each-assignee-of-each-parking  
-space-and-the-transfers-thereof-(the "Book")--Upon-assignment  
-of-such-parking-spaces-the-Developer-shall-cause-the-Association  
-to-record-its-transfer-in-the-Book--Upon-conveyance-of-or  
-passing-of-title-to-the-unit-to-which-the-said-assignment  
-of-spaces-has-been-made-the-owner-of-the-unit-making-the-conveyance  
-of-title-shall-execute-notice-of-transfer-to-the-Association  
-who-shall-thereupon-cause-to-be-executed-in-the-name-of-the  
-Association-a-new-document-entitled "Assignment-of-Use-of-Parking  
-Spaces" and-record-the-transfer-in-the-Book--The-same-procedure  
-shall-be-followed-in-the-event-of-a-trade-of-spaces.

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

OFF  
REC 11481 PAGE 403



PROPOSED AMENDMENTS TO  
DECLARATION OF CONDOMINIUM AND  
BY-LAWS, AN EXHIBIT THERETO  
PATIOS OF OAKWOOD, A CONDOMINIUM

Parking

The Board of Directors has proposed three alternatives to the current parking situation. They are as follows:

Choice 1: Assigns one (1) space per unit, with the remainder unassigned.

Choice 2: Assigns two (2) spaces per unit, with the remainder unassigned.

Choice 3: Assigns two (2) spaces per three-bedroom unit, and one (1) space per two-bedroom unit, with the remaining unassigned.

NOTE: At least 27 unit owners must agree on one of the above alternatives in order to clear up the present situation.

Substantial rewording of Sections; see Section 3.6 of Declaration of Condominium for present text.

CHOICE 1:

3.6 Common Elements.

. . .

a. Automobile Parking Areas. No less than one (1) exclusive parking area will be assigned by the Board to each apartment owner. All other parking spaces shall be unassigned and shall be a common element and considered guest parking. The assigned parking spaces shall be limited common elements.

(i) Upon assignment of a space, the Board shall record such assignment in a book, listing the name of the designee(s), unit number and space number. Upon sale or transfer of a unit, the Board shall change the designation to accurately reflect such transfer.

(ii) No assigned space may be transferred without the consent, in writing, of the assignee(s) thereof. The transfer of any space, except as an appurtenance to a unit, is prohibited.

(iii) Notwithstanding anything to the contrary herein contained, unit owners evidencing proof of previous assignments from the Developer shall be allowed to keep such spaces, provided that the assignment is recorded as indicated in (i) and (ii), above.

PROPOSED AMENDMENT TO BY-LAWS

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

8. PARKING SPACES. Use of all parking spaces shall be as provided for in the Declaration. At the time of the purchase of the member's unit, no member was specifically assigned a parking space. The Developer, however, retains the right to assign one parking space per unit purchased and such additional



-spaces-as-it-deems-appropriate-which-rights-shall-continue  
-until-Developer-sells-the-last-condominium-unit-or-delegates  
-its-rights-hereunder-to-the-Association.---Thereafter-the-Association  
-shall-have-the-right-to-assign-and-control-all-unassigned-parking  
-spaces-so-long-as-the-Association-does-not-interfere-with  
-after-or-change-the-previously-made-Developer's-assignments--  
-parking-spaces-may-be-transferred-and-swapped-only-among-the  
-various-unit-owners.---Parking-spaces-if-assigned-must-be  
-assigned-so-that-every-unit-shall-at-all-times-have-one-parking  
-space-which-is-assigned-to-it-exclusively-the-right-to-which  
-is-transferable-at-the-time-of-the-sale-or-transfer-of-the  
-unit.---Maintenance-of-the-parking-area-is-declared-to-be-a  
-common-expense-and-the-expenses-incident-to-the-same-shall  
-be-divided-among-all-of-the-unit-owners-as-are-other-common  
-expenses.---PARKING-SPACES-ARE-FOR-PASSENGER-AUTOMOBILES-ONLY  
-AND-NO-BOATS-TRUCKS-TRAILERS-MOTORHOMES-CAMPERS-OR-OTHER  
-VEHICLES-OR-OBSTACLES-SHALL-BE-PLACED-IN-OR-AROUND-THE-PARKING  
-SPACES-ASSIGNED.

8.1--Assignment-of-Parking-Spaces.---The assignment  
-of-parking-spaces-shall-be-made-by-describing-the-particular  
-space-by-reference-thereto-in-a-document-entitled-"Assignment  
-of-Use-of-Parking-Spaces"-delivered-at-the-same-time-as-the  
-Deed-of-Conveyance-to-the-unit.---The-Association-shall-maintain  
-a-book-for-the-purpose-of-listing-each-assignee-of-each-parking  
-space-and-the-transfers-thereof-(the-"Book").---Upon-assignment  
-of-such-parking-spaces-the-Developer-shall-cause-the-Association  
-to-record-its-transfer-in-the-Book.---Upon-conveyance-of-or  
-passing-of-title-to-the-unit-to-which-the-said-assignment  
-of-spaces-has-been-made-the-owner-of-the-unit-making-the-conveyance  
-of-title-shall-execute-notice-of-transfer-to-the-Association  
-who-shall-then-upon-cause-to-be-executed-in-the-name-of-the  
-Association-a-new-document-entitled-"Assignment-of-Use-of-Parking  
-Spaces"-and-record-the-transfer-in-the-Book.---The-same-procedure  
-shall-be-followed-in-the-event-of-a-trade-of-spaces.



CHOICE 2:

3.6 Common Elements.

. . .

a. Automobile Parking Areas. Two (2) exclusive parking areas will be assigned by the Board to each apartment. All other parking spaces shall be unassigned and shall be a common element and considered guest parking. The assigned parking spaces shall be limited common elements.

(i) Upon assignment of spaces, the Board shall record such assignment in a book, listing the name of the designee(s), unit number and space numbers. Upon sale or transfer of a unit, the Board shall change the designation to accurately reflect such transfer.

(ii) No assigned space may be transferred without the consent, in writing, of the assignee(s) thereof. The transfer of any space, except as an appurtenance to an apartment, is prohibited.

(iii) Notwithstanding anything to the contrary herein contained, unit owners evidencing proof of previous assignments from the Developer shall be allowed to keep such spaces, provided that the assignment is recorded as indicated in (i) and (ii), above.

PROPOSED AMENDMENT TO BY-LAWS

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

8. PARKING SPACES. Use of all parking spaces shall be as provided for in the Declaration. At the time of the purchase of the member's unit, no member was specifically assigned a parking space. The Developer, however, retains the right to assign one parking space per unit purchased and such additional spaces as it deems appropriate which rights shall continue until the Developer sells the last condominium unit or delegates its rights hereunder to the Association. Thereafter the Association shall have the right to assign and control all unassigned parking spaces so long as the Association does not interfere with or change the previously made Developer's assignments. Parking spaces may be transferred and swapped only among the various unit owners. Parking spaces, if assigned, must be assigned so that every unit shall at all times have one parking space which is assigned to it exclusively, the right to which is transferable at the time of the sale or transfer of the unit. Maintenance of the parking area is declared to be a common expense and the expenses incident to the same shall be divided among all of the unit owners as are other common expenses. PARKING SPACES ARE FOR PASSENGER AUTOMOBILES ONLY AND NO BOATS, TRUCKS, TRAILERS, MOTORHOMES, CAMPER OR OTHER VEHICLES OR OBJECTS SHALL BE PLACED IN OR AROUND THE PARKING SPACES ASSIGNED.

8.1 Assignment of Parking Spaces. The assignment of parking spaces shall be made by describing the particular space by reference thereto in a document entitled "Assignment of Use of Parking Spaces" delivered at the same time as the Deed of Conveyance to the unit. The Association shall maintain a book for the purpose of listing each assignee of each parking space and the transfers thereof (the "Book"). Upon assignment of such parking spaces, the Developer shall cause the Association to record its transfer in the Book. Upon conveyance of or



-passing-of-y-title-to-the-unit-to-which-the-said-assignment  
-of-spaces-has-been-made-the-owner-of-the-unit-making-the-conveyance  
-of-title-shall-execute-notice-of-transfer-to-the-Association  
-who-shall-thereupon-cause-to-be-executed-in-the-name-of-the  
-Association-a-new-document-entitled-"Assignment-of-Use-of-Parking  
-Spaces"-and-record-the-transfer-in-the-Book.---The-same-procedure  
-shall-be-followed-in-the-event-of-a-trade-of-spaces.



CHOICE 3:

3.6 Common Elements.

. . .

a. Automobile Parking Areas. One (1) exclusive parking area shall be assigned by the Board to each two bedroom apartment. Two (2) exclusive parking areas shall be assigned to each three bedroom apartment. All other parking spaces shall be unassigned and shall be a common element and considered guest parking. The assigned parking spaces shall be limited common elements.

(i) Upon assignment of spaces, the Board shall record such assignment in a book, listing the name of the designee(s), unit number and space numbers. Upon sale or transfer of a unit, the Board shall change the designation to accurately reflect such transfer.

(ii) No assigned space may be transferred without the consent, in writing, of the assignee(s) thereof. The transfer of any space, except as an appurtenance to an apartment, is prohibited.

(iii) Notwithstanding anything to the contrary herein contained, unit owners evidencing proof of previous assignments from the Developer shall be allowed to keep such spaces, provided that the assignment is recorded as indicated in (i) and (ii), above.

PROPOSED AMENDMENT TO BY-LAWS

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

8. PARKING SPACES. Use of all parking spaces shall be as provided for in the Declaration. At the time of the purchase of the member's unit, no member was specifically assigned a parking space. The Developer, however, retains the right to assign one parking space per unit purchased and such additional spaces as it deems appropriate which rights shall continue until Developer sells the last condominium unit or delegates its rights hereunder to the Association. Thereafter the Association shall have the right to assign and control all unassigned parking spaces so long as the Association does not interfere with after or change the previously made Developer's assignments. Parking spaces may be transferred and swapped only among the various unit owners. Parking spaces, if assigned, must be assigned so that every unit shall at all times have one parking space which is assigned to it exclusively, the right to which is transferable at the time of the sale or transfer of the unit. Maintenance of the parking area is declared to be a common expense and the expenses incident to the same shall be divided among all of the unit owners as are other common expenses. PARKING SPACES ARE FOR PASSENGER AUTOMOBILES ONLY AND NO BOATS, TRUCKS, TRAILERS, MOTORHOMES, CAMPERS OR OTHER VEHICLES OR OBJECTS SHALL BE PLACED IN OR AROUND THE PARKING SPACES ASSIGNED.

8.1--Assignment of Parking Spaces.--The assignment of parking spaces shall be made by describing the particular space by reference thereto in a document entitled "Assignment of Use of Parking Spaces" delivered at the same time as the Deed of Conveyance to the unit. The Association shall maintain a book for the purpose of listing each assignee of each parking



-space-and-the-transfers-thereof-(the-"Book").--Upon-assignment  
-of-such-parking-spaces-the-Developer-shall-cause-the-Association  
-to-record-its-transfer-in-the-Book.--Upon-conveyance-of-or  
-passing-of-title-to-the-unit-to-which-the-said-assignment  
-of-spaces-has-been-made-the-owner-of-the-unit-making-the-conveyance  
-of-title-shall-execute-notice-of-transfer-to-the-Association  
-who-shall-thereupon-cause-to-be-executed-in-the-name-of-the  
-Association-a-new-document-entitled-"Assignment-of-Use-of-Parking  
-Spaces"-and-record-the-transfer-in-the-Book.--The-same-procedure  
-shall-be-followed-in-the-event-of-a-trade-of-spaces.



PROPOSED AMENDMENTS TO THE DECLARATION

OF PATIOS OF OAKWOOD, A CONDOMINIUM

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

10. Use Restrictions. The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists and the apartment building in useful conditions exists upon the land:

10.1 Apartments. The owner of a unit shall occupy his apartment as a single-family private dwelling for himself and the adult members of his family, his children and his social guests, and for no other purposes. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected.

a. In addition to other duties and obligations set out in this Declaration, every unit owner shall:

(5) Any guests, defined as all those other than ascendant or descendant relatives of the unit owner and his/her spouse, who reside in a unit for thirty (30) or more days in the absence of the unit owner or spouse, shall be considered a lessee and be required to comply with the procedures of notice and approval of lessees as elsewhere provided in the Declaration. Articles of Incorporation and By-Laws.

10.5 Leasing. After approval by the Association elsewhere required, an entire apartment may be rented provided the occupancy is only by lessee and his family, its servants and guests. No rooms may be rented, no maids' rooms may be rented except as a part of an apartment or to another apartment owner, and no transient tenants may be accommodated, nor shall any lease of an apartment release or discharge the owner thereof of compliance with any of his obligations and duties as an apartment owner. All of the provisions of this Declaration, Articles of Incorporation, the By-Laws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying an apartment owner, and a covenant upon the part of each such tenant to the terms and provisions of the Declaration of Condominium, Articles of Incorporation and By-Laws, and designating the Association as the apartment owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant, shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically express in such agreement or not. No approval shall be required as to any lease entered into by the Developer.

The total number of units which may be leased shall not exceed twenty (20%) percent, of the total number of units in the Condominium, at any one time. The Board shall have the authority to adopt an equitable rotation system to implement this amendment.



(Substantial rewording of section. See Section 13.2(a) of the Declaration for present text.)

Section 13.2(a) of the Declaration of Condominium, as originally contained in Book 9577, at Pages 185 through 190 of the Official Records of Broward County, Florida, and as purportedly amended dated October 27, 1981 and contained in Book 9873 at Page 730 of the Official Records of Broward County, Florida, is hereby reinstated in full, as originally set forth.



PROPOSED AMENDMENTS TO  
DECLARATION OF CONDOMINIUM OF  
PATIOS OF OAKWOOD, A CONDOMINIUM

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

2.6 Common expenses includes:

.....

(h) Expenses of pest control and extermination within individual apartments, as well as common elements and limited common elements.

(i) Expenses which may be imposed against an individual owner for payment of a fine, as described in Section 13 of the By-Laws.

.....

2.11 Assessment means a share of the funds required for the payment of the condominium expenses which from time to time are assessed against the unit owners by the Association, or interest or charges thereon due to late payment, or the charge to a unit owner for payment of a fine as described in Section 13 of the By-Laws, or for expenses of the Association occasioned by the wrongful or negligent conduct of that owner or any licensee or invitee thereof, including but not limited to damages to the common elements.

(Substantial rewording of section. See Section 6.1 of the Declaration for present text.)

6.1 Delinquent Fees: Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not be considered delinquent, but all sums not paid on or before ten (10) days after the date when due, shall be considered delinquent and a \$5.00 late charge will be imposed. An additional \$10.00 charge will be imposed for any payment not paid after 30 days from the due date. In addition to any late charge, delinquent assessments shall bear interest at the maximum rate allowed by the laws of the State of Florida.

10. Use Restrictions.

10.1 Apartments.

(a) In addition to other duties and obligations set out in this Declaration, every unit owner shall:

.....

(5) Allow the Association or its agent access to the apartment, on a monthly basis, for the purpose of exterminating insects.

(Substantial rewording of section. See Section 10.7 for present text.)

10.7 Parking Spaces.

a. No truck, pick-up truck, jeep, van, trailer, boat, motorhome, camper or other recreational vehicle, or other commercial vehicle, or other vehicle with a height exceeding 5 feet or tires exceeding 12 inches in width, shall be parked in any parking space except such temporary parking as may be necessary to effectuate



deliveries to the condominium, the association, or unit owners and residents.

b. No motor vehicle of any type shall be parked in the parking spaces or other common elements of the condominium, except those motor vehicles which have valid state registrations and are in operating condition.

c. Residents may park up to, but not more than, three of their own vehicles upon the condominium property. Guests parking over seven (7) days must have written approval of the Board of Directors or its designee.

(Substantial rewording of section. See Section 10.9 for present text.)

#### 10.9 Window Coverings.

The backings of all drapes, shades, curtains and other window coverings that are visible from the outside front and side of the buildings, must be white, off-white or earth tone shades that will blend with the exterior of the building. Bed sheets only may be used as a temporary window covering for sixty days after the day of occupancy.

(Substantial rewording of section. This amendment re-adopts Section 11 of the Declaration as originally worded.)

Section 11 of the Declaration of Condominium, as originally contained in Book 9577, at Pages 185 through 190 of the Official Records of Broward County, Florida, and as purportedly deleted by amendment dated October 27, 1981 and contained in Book 9873 at Page 730 of the Official Records of Broward County, Florida, is hereby reinstated in full, as originally set forth.

#### 11. Transfers subject to approval.

. . . . .

c. Lease

. . . . .

Provided, however, that the Board of Directors of the Association shall have the authority to allow exceptions to the above limitation upon a showing of good cause. Good cause shall include, but not be limited to, the following:

- a. Death or serious illness of the Tenant.
- b. Relocation outside Broward County of Tenant.
- c. Change of marital status of Tenant.
- d. Breach of lease, rules and regulations, and other provisions contained in the Condominium Documents by the Tenant.

#### 12.2 Costs and attorney's fees.

. . . . .

Additionally, the Association shall have the authority to recover all attorney's fees expended prior to the institution of litigation, in matters pertaining to the alleged failure of an apartment owner, their guests, lessees and invitees to comply with the Declaration, Articles, By-Laws or Rules and Regulations in the manner provided for herein.



PROPOSED AMENDMENTS TO  
BY-LAWS OF  
PATIOS OF OAKWOOD CONDOMINIUM ASSOCIATION, INC.,  
AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM,  
PATIOS OF OAKWOOD, A CONDOMINIUM

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

(Substantial rewording of Section. See Section 7.8 for present text.)

7.8 Fidelity Bonds. All personnel on the Board of Directors of the Condominium, or officers or agents of the Association, who handle funds of the Condominium must be bonded in the amount of \$10,000 by an insurance company licensed to do business in the State of Florida. The premiums on such bond shall be paid by the Condominium Association.

This proposed By-Law Section has no current counterpart.

13. Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or its guests, relatives or lessees, in the manner provided herein, and such fines shall be collectible as any other assessment such that the Association shall have a lien against each unit for such purpose, as provided in the Declaration.

13.1 The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining where there is probable cause that any of the provisions of the Declaration of Condominium: the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association, regarding the use of units, common elements, or Association property, are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Fifteen (\$15.00) Dollars for the first offense, Twenty-Five (\$25.00) Dollars for a second offense, and Fifty (\$50.00) Dollars for the third and each continuing offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice, within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

13.2 If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the unit owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.



13.3 Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it shall levy a fine for each violation in the amount provided herein.

13.4 A fine pursuant to this section shall be assessed against the unit which the violator occupied or visited at the time of the violation, whether or not the violator is an owner of that unit, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in the Declaration. Nothing herein shall be construed to interfere with any right that a unit owner may have to obtain from a violator occupying his unit payment in the amount of any fine or fines assessed against that unit.

13.5 Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association's documents: including but not limited to legal action for damages or injunctive relief.



The Patios of Oakwood Condominium Association, Inc.

Rules and Regulations (re-typed 2/00)

GENERAL

1. The walkways and entrances shall not be obstructed or used for any purpose other than ingress to and egress from the units.
2. All damage caused by the moving or carrying of any article herein or any other cause by an owner, their lessees or guests shall be the financial responsibility of the unit owner.
3. No owner shall use or permit to be brought into the units any inflammable oil or fluids such as gasoline, kerosene, naptha or benzene, or other explosive or articles deemed extra hazardous to life, limb or property.
4. Owners shall be held responsible for the actions of their children and their guests.
5. Reasonable supervision is required when children are playing in common areas.
6. No repair or maintenance of vehicles shall be made within the condominium property. No brake jobs, no oil or fluid changes or any kind, no radiator repairs, and no tune-ups shall be done. Flat tires may be repaired. Vehicles shall rest only on inflated tires.
7. Passenger vehicles belonging to residents may be washed on the condominium property; however, hoses used for washing must be fitted with an automatic turn-off nozzle designed to conserve water.
8. All new owners or lessees are required to submit an application with an application fee. A guest is permitted in the unit only up to 30 days. After 30 days he is considered a permanent resident and is required to provide an application. No subletting is allowed. Non-related applicants must provide a separate application and a separate transfer fee.

NUISANCE

1. Radios, televisions and instruments that may create noise should be turned down to a minimum volume between the hours of 10 p.m. and 8 a.m. so as to not disturb others.
2. No owner shall make or permit any nuisances or noise that will disturb or annoy the occupants of any of the units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.
3. No owner shall barbecue in the common or limited common elements of the condominium at a location that shall cause smoke to enter another owner's apartment and create a nuisance. All BBQ's and tanks shall be placed and used in accordance with all local and state fire laws. Per Coral Springs Code: #5121.1#d; Barbecue grills and similar cooking equipment shall not be used on balconies, terraces, roofs or porches of buildings or more than one story. They shall be used only outside and at a safe distance (no less than ten feet from the nearest building).
4. Hurricane shutters shall be of the panel, folding, or roll-up types. The color shall confirm to the exterior of the building. All shutters shall be professionally installed. Plywood is not allowed. Hurricane shutters must be approved by the Board of Directors.

I/We have read the above rules and agree to abide by them, as well as any subsequent rules made by the board of directors.

\_\_\_\_\_  
Applicant's Initials

\_\_\_\_\_  
Co-Applicant's Initials



NUISANCE (Continued)

5. The common property shall not be altered in any way, shape or form such as the building of a patio or any type of covering on the lawn. There shall be no screening, planting of shrubs, trees or plants or flowers.
6. No skateboarding is allowed.
7. Dogs, cats and other pets must not be allowed to make noise so as to cause a nuisance to other residents.

TRAFFIC AND PARKING

1. All vehicles must have valid state registration and be in operating condition.
2. Only head-in parking of vehicles is permitted.
3. No truck, pick-up truck, van, trailer, boat, motorhome, camper or other recreational vehicle is allowed. Commercial vehicles are allowed only to make deliveries and for any work needed at units and only between the hours of 7 a.m. to 9 p.m.
4. Permanent residents must use their own reserved parking spaces. Guest spaces are intended for visitors and short-term parking. Guest parking spaces are limited to 30 days maximum. Guest spaces are not for storage.
5. The speed limit within the condominium grounds is 5 m.p.h.
6. Residents may park up to, but no more than, three vehicles upon the condominium property.
7. Residents must register their vehicles with the Association on forms provided by the Board of Administration for such purpose.
8. **VEHICLES IN VIOLATION OF ANY RULE OR REGULATION ON THE ASSOCIATION SHALL BE SUBJECT TO TOWING AT THE VEHICLE OWNER'S EXPENSE WITHOUT NOTICE.**

TRASH DISPOSAL

1. All garbage and refuse must be put into plastic bags. The bags shall be tied and placed inside the dumpster.
2. Dumpster lids and dumpster enclosure gates shall be closed after depositing trash.
3. Cartons shall be flattened to conserve space.
4. Items that cannot fit into the dumpster must be taken off the property by the person disposing of the trash. If association removes these articles the offending unit will be charged with the cost of removal.

PETS

1. No person may be permitted to keep a pet in their unit except if approved in writing by the Board of Administration in an application form provided by the Association. Such approval shall be conditioned upon the continued conformance with such standards, rules and regulations.
2. Pets, such as birds, fish, hamsters, etc., are permitted within the unit, provided such pets do not create a nuisance or safety hazard to other unit owners in the condominium. Such determination shall be made by the Board of Administration.

I/We have read the above rules and agree to abide by them, as well as any subsequent rules made by the board of directors.

\_\_\_\_\_  
Applicant's Initials

\_\_\_\_\_  
Co-Applicant's Initials



PETS (Continued)

3. Only one dog (up to 25 pounds maximum) is permitted per unit. Two cats are permitted per unit.
4. Any dog or cat must be leashed when outside the unit.
5. Pets must be walked off the condominium property. Pets must not be allowed to defecate on the condominium grounds. Fines will be levied if pets are not walked off condominium property. Owners must use a pooper-scooper to remove the contamination from the condominium or swale areas.

BUILDING APPEARANCE

1. No article shall be hung or shaken from the doors or windows or placed upon the outside window sills of the units or on any outside railings, walls or fences.
2. No bicycles or similar articles or toys or other personal articles shall be allowed to stand on the common areas.
3. Owners of units shall keep and maintain the associated storage closet in a neat and sanitary condition at all times.
4. The backing of all drapes, shades, curtains, and other window coverings that are visible from the outside front of the buildings must be white, off-white, or shades that will blend with the exterior of the building.
5. No awnings, window guards, light-reflective materials, hurricane or storm shutters, ventilators, window fans, or air conditioning devices shall be used in or about the unit except if it shall have been approved by the Board of Administration, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Board of Administration.
6. The owners shall not be allowed to put their names on any entry of the units or mail receptacles appurtenant thereto, except in the proper place and in the manner prescribed by the Board of Administration for such purpose.
7. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the units, except such as shall have been approved by in writing by the Board of Administration, nor shall anything be projected out of any window in the units without similar approval.
8. No radio or television aerial or antenna shall be attached to, or hung from the exterior of the units or the roofs.
9. All exterior lights must be white.

SWIMMING POOL AND POOL AREA

1. Unit owners, their approved lessees, and their guests using the swimming pool and related area do so at their own risk.
2. Pool hours are from 8:00 a.m. to 9:00 p.m. No one is permitted in the pool area before 8:00 a.m. or after 9:00 p.m.
3. Shower before entering the pool.
4. Floats or similar items (other than swimming aids) are not permitted in the pool if they create a nuisance.
5. Pets are not permitted in the pool area.

I/We have read the above rules and agree to abide by them, as well as any subsequent rules made by the board of directors.

\_\_\_\_\_  
Applicant's Initials

\_\_\_\_\_  
Co-Applicant's Initials



SWIMMING POOL AND POOL AREA (Continued)

6. Children under 13 years of age using the pool, and other related areas, must be accompanied by a responsible adult.
7. Glass containers, other breakable items and food preparation are not permitted in the pool area.
8. Any person consuming food or beverages in the pool area is responsible for cleaning up after they are finished.
9. When using tanning oil or sun lotion, the pool furniture must be covered with a towel large enough to keep the furniture from getting any oil or lotion on it.
10. Those who have applied tanning oil or using lotions must remove these before entering the pool.
11. Infants in diapers that enter the pool must wear rubber or plastic pants that will prevent contamination to the pool water. In case contamination to the pool water does occur, the child's parents are responsible for costs incurred to bring the pool back to sanitary conditions.
12. Groups desiring use of the pool for special occasions, parties, etc., must first obtain permission from the Board of Administration.

I/We have read the above rules and agree to abide by them, as well as any subsequent rules made by the board of directors.

\_\_\_\_\_  
Applicant's Initials

\_\_\_\_\_  
Co-Applicant's Initials



**PATIOS OF OAKWOOD HOMEOWNERS ASSOCIATION, INC.**  
**Owner Parking Spaces**  
*as of July 1, 2000*

| Space # | Unit* | Unit* | Space†    |
|---------|-------|-------|-----------|
| 8       | 9560  | 9500  | 58 & 59   |
| 9       | 9560  | 9502  | 56 & 57   |
| 10      | 9562  | 9504  | 54 & 55   |
| 11      | 9562  | 9506  | 52 & 53   |
| 12      | 9556  | 9508  | 50 & 51   |
| 13      | 9558  | 9510  | 48 & 49   |
| 14      | 9558  | 9512  | 46 & 47   |
| 15      | 9552  | 9514  | 44 & 45   |
| 16      | 9554  | 9516  | 41 & 43   |
| 17      | 9552  | 9518  | 42        |
| 18      | 9548  | 9520  | 38 & 108  |
| 19      | 9548  | 9522  | 39 & 40   |
| 20      | 9550  | 9524  | 36 & 37   |
| 23      | 9546  | 9526  | 34 & 35   |
| 24      | 9544  | 9528  | 32 & 33   |
| 25      | 9544  | 9530  | 30 & 31   |
| 26      | 9536  | 9532  | 28 & 108B |
| 27      | 9536  | 9534  | 29 & 108A |
| 28      | 9532  | 9536  | 26 & 27   |
| 29      | 9534  | 9538  | 87 & 88   |
| 30      | 9530  | 9544  | 24 & 25   |
| 31      | 9530  | 9546  | 23        |
| 32      | 9528  | 9548  | 18 & 19   |



| <i>Space #</i> | <i>Unit #</i> | <i>Unit #</i> | <i>Space #</i>  |
|----------------|---------------|---------------|-----------------|
| 33             | 9528          | 9550          | 20              |
| 34             | 9526          | 9552          | 15              |
| 35             | 9526          | 9554          | 16 & 17         |
| 36             | 9524          | 9556          | 12              |
| 37             | 9524          | 9558          | 13 & 14         |
| 38             | 9520          | 9560          | 8 & 9           |
| 39             | 9522          | 9562          | 10 & 11         |
| 40             | 9522          | 9564          | 86A & 86B       |
| 41             | 9516          | 9566          | 85 & 86         |
| 42             | 9518          | 9568          | 81 & 82         |
| 43             | 9516          | 9570          | 83 & 84         |
| 44             | 9514          | 9572          | 78 & 98         |
| 45             | 9514          | 9574          | 79 & 80         |
| 46             | 9512          | 9576          | 74 & 77         |
| 47             | 9512          | 9578          | 75 & 76         |
| 48             | 9510          | 9580          | 72 & 73         |
| 49             | 9510          | 9582          | 94 & 95         |
| 50             | 9508          | 9584          | 71 & 97         |
| 51             | 9508          | 9586          | 70 & 96         |
| 52             | 9506          | 9588          | 100 & 104 south |
| 53             | 9506          | 9590          | 69 & 104 east   |
| 54             | 9504          | 9592          | 67 & 99         |
| 55             | 9504          | 9594          | 66 & 103 south  |
| 56             | 9502          | 9596          | 65 & 68         |
| 57             | 9502          | 9598          | 101 & 102       |
| 58             | 9500          | 9600          | 62              |
| 59             | 9500          | 9602          | 63              |



| <i>Space #</i> | <i>Unit #</i> | <i>Unit #</i> | <i>Space #</i> |
|----------------|---------------|---------------|----------------|
| 60             | 9604          | 9604          | 60 & 64        |
| 61             | 9606          | 9606          | 61 & 103 east  |
| 62             | 9600          |               |                |
| 63             | 9602          |               |                |
| 64             | 9604          |               |                |
| 65             | 9596          |               |                |
| 66             | 9594          |               |                |
| 67             | 9592          |               |                |
| 68             | 9596          |               |                |
| 69             | 9590          |               |                |
| 70             | 9586          |               |                |
| 71             | 9584          |               |                |
| 72             | 9580          |               |                |
| 73             | 9580          |               |                |
| 74             | 9576          |               |                |
| 75             | 9578          |               |                |
| 76             | 9578          |               |                |
| 77             | 9576          |               |                |
| 78             | 9572          |               |                |
| 79             | 9574          |               |                |
| 80             | 9574          |               |                |
| 81             | 9568          |               |                |
| 82             | 9568          |               |                |
| 83             | 9570          |               |                |
| 84             | 9570          |               |                |
| 85             | 9566          |               |                |
| 86             | 9566          |               |                |



[illegible]



# PATIOS OF OAKWOOD CONDOMINIUM ASSOCIATION, INC.

## 1984 PARKING PLAN AND ASSIGNMENTS

KEY: (P) = ORIGINAL PARKING PLAN I.D.; (PX OR PXX) = NEW PARKING SPACES

(S) PLUS NUMERAL OR (F) PLUS NUMERAL = DEED RECORDED UNIT I.D.

| <u>PLOT PLAN:</u> | <u>ASSIGNED TO:</u> | <u>PLOT PLAN:</u> | <u>ASSIGNED TO:</u> |
|-------------------|---------------------|-------------------|---------------------|
| P-1               | GUEST               | P-55              | F-18                |
| P-2               | GUEST               | P-56              | S-17                |
| PX-2              | GUEST               |                   |                     |
| P-3               | GUEST               | P-57              | S-17                |
| P-4               | GUEST               | P-58              | F-17                |
| P-5               | GUEST               | P-59              | F-17                |
| P-6               | GUEST               | P-60              | F-16                |
| P-7               | GUEST               | P-61              | S-16                |
| P-8               | F-5                 | P-62              | F-15                |
| P-9               | F-5                 | P-63              | S-15                |
| P-10              | S-5                 | P-64              | F-16                |
| P-11              | S-5                 | P-65              | F-14                |
| P-12              | F-4                 | P-66              | S-13                |
| P-13              | S-4                 | P-67              | F-13                |
| P-14              | S-4                 | P-68              | F-12                |
| P-15              | F-3                 | P-69              | S-12                |
| P-16              | S-3                 | P-70              | S-11                |
| P-17              | S-3                 | P-71              | F-11                |
| P-18              | F-2                 | P-72              | F-10                |
| P-19              | F-2                 | P-73              | F-10                |
| P-20              | S-2                 | P-74              | F-9                 |
| P-21              | GUEST               | P-75              | S-9                 |
| P-22              | GUEST               | P-76              | S-9                 |
| P-23              | S-1                 | P-77              | F-9                 |
| P-24              | S-1                 | P-78              | F-8                 |
| P-25              | F-1                 | P-79              | S-8                 |
| P-26              | F-26                | P-80              | S-8                 |
| P-27              | F-26                | P-81              | F-7                 |
| P-28              | F-25                | P-82              | F-7                 |
| P-29              | S-25                | P-83              | S-7                 |
| P-30              | S-24                | P-84              | S-7                 |
| P-31              | S-24                | P-85              | S-6                 |
| P-32              | F-24                | P-86              | S-6                 |
| P-33              | F-24                | PX-86             | F-6                 |
| P-34              | S-23                | PXX-86            | F-6                 |
| P-35              | S-23                | P-87              | S-26                |
| P-36              | F-23                | P-88              | S-26                |
| P-37              | F-23                | P-89              | GUEST               |
| P-38              | F-22                | P-90              | GUEST               |
| P-39              | S-22                | P-91              | GUEST               |
| P-40              | S-22                | P-92              | GUEST               |
| P-41              | F-21                | P-93              | GUEST               |
| P-42              | S-21                | P-94              | S-10                |
| P-43              | F-21                | P-95              | S-10                |
| P-44              | S-20                | P-96              | S-11                |
| P-45              | S-20                | P-97              | F-11                |
| P-46              | F-20                | P-98              | F-8                 |
| P-47              | F-20                | P-99              | F-13                |
| P-48              | S-19                | P-100             | F-14                |
| P-49              | S-19                | P-101             | S-14                |
| P-50              | F-19                | P-102             | S-14                |
| P-51              | F-19                | P-103             | S-13                |
| P-52              | S-18                | P-104             | F-12                |
| P-53              | S-18                | PX-104            | S-12                |
| P-54              | F-18                | PXX-104           | S-16                |
|                   |                     | P-105             | GUEST               |
|                   |                     | P-106             | GUEST               |
|                   |                     | P-107             | GUEST               |
|                   |                     | P-108             | F-22                |
|                   |                     | PX-108            | S-25                |
|                   |                     | PXX-108           | F-25                |

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

LAW OFFICES

RECKER, POLIAKOFF & STREITFELD, P.A., 6520 N. ANDREWS AVENUE • POST OFFICE BOX 9057 • FT. LAUDERDALE, FLORIDA 33310-9057  
TELEPHONE (305) 776-7350

THIS INSTRUMENT PREPARED BY  
ROBERT L. TANKEL, ESQ.  
RECKER, POLIAKOFF & STREITFELD, P.A.  
6520 North Andrews Avenue  
P.O. Box 9057  
Ft. Lauderdale, FL 33310

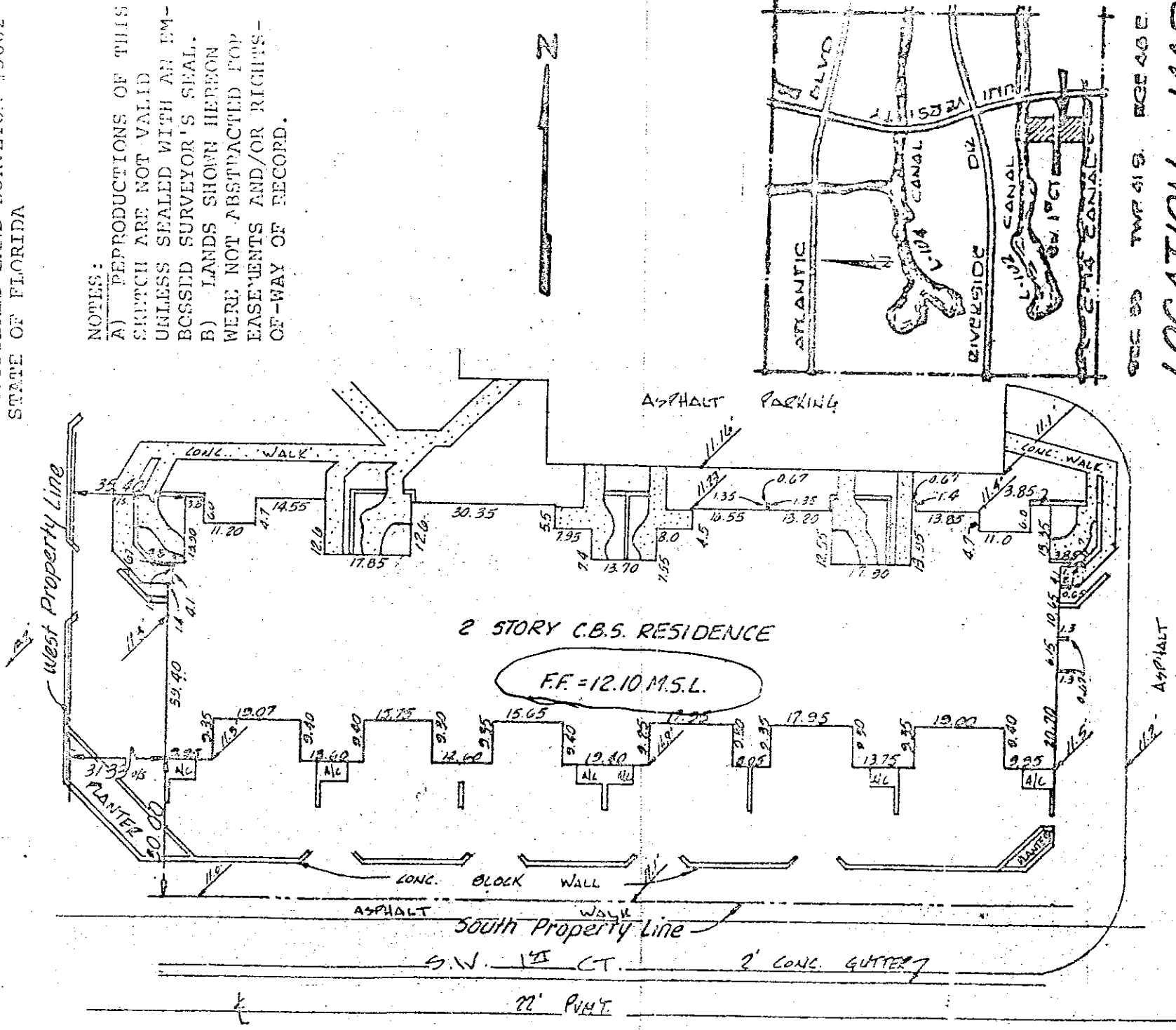
OFF REC 12730 PAGE 998



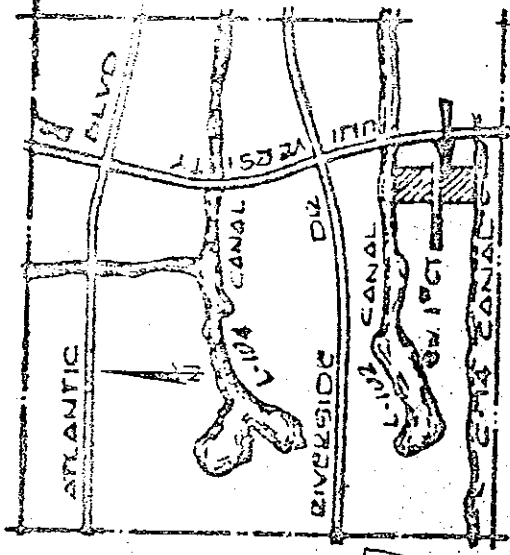
I HEREBY CERTIFY THAT THIS FINAL SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS REASONABLY SURVEYED UNDER MY DIRECTION.

DANIEL L. CARNAHAN  
REGISTERED LAND SURVEYOR #3002  
STATE OF FLORIDA

NOTES:  
A) REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSSED SURVEYOR'S SEAL.  
B) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.



SCALE: 1"=30'



SEE 23 TWP 41S. RGE 40E.  
**LOCATION MAP**  
NO SCALE

**DANIEL CARNAHAN CONSULTING ENGINEERS, INC.**  
CONSULTING ENGINEERS LAND SURVEYORS  
LAND DEVELOPMENT CONSULTANTS

101 N. STATE ROAD 7 MARGATE, FL. 33063 305-972-3959

|                 |               |            |                |                        |
|-----------------|---------------|------------|----------------|------------------------|
| JOB NO. 8110009 | DATE 10-12-81 | DRAWN J.L. | CHECKED D.L.C. | FB/PG 13/131<br>146/35 |
|-----------------|---------------|------------|----------------|------------------------|



THE PATIOS OF OAKWOOD  
A CONDOMINIUM

RULES AND REGULATIONS

GENERAL

- a. The walkways and entrances shall not be obstructed or used for any purpose other than ingress to and egress from the units.
- b. All damage caused by the moving or carrying of any article herein or any other cause by an owner, their lessees or guests, shall be the financial responsibility of the unit owner.
- c. No owner shall use or permit to be brought into the units any inflammable oil or fluids such as gasoline, kerosene, naptha or benzene, or other explosive or articles deemed extra hazardous to life, limb or property.
- d. Owners shall be held responsible for the actions of their children and their guests.
- e. Reasonable supervision is required when children are playing in common areas.
- f. No repair or maintenance of vehicles shall be made within the condominium property. No brake jobs, no oil or fluid changes of any kind, no radiator repairs, and no tune ups shall be done. Flat tires may be repaired. Vehicles shall rest only on inflated tires.
- g. Passenger vehicles belonging to residents may be washed on the condominium property; however, hoses used for washing must be fitted with an automatic turn-off nozzle designed to conserve water.
- h. All new owners or lessees are required to submit an application with an application fee. A guest is permitted in the unit only up to 30 days. After 30 days he is considered a permanent resident and is required to provide an application. No subletting is allowed. Non-related applicants must provide a separate application and a separate transfer fee.

NUISANCE

- a. Radios, televisions and instruments which may create noise should be turned down to a minimum volume between the hours of 10 p.m. and 8 a.m. so as to not disturb others.
- b. No owner shall make or permit any nuisances or noise that will disturb or annoy the occupants of any of the units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.
- c. No owner shall barbecue in the common or limited common elements of the condominium at a location which shall cause smoke to enter another owner's apartment and create a nuisance. All BBQ's and tanks shall be placed and used in accordance with all local and state fire laws. Per Coral Springs Code: #5121.1#d: Barbecue grills and similar cooking equipment shall not be used on balconies, terraces, rooves or porches of buildings of more than one story. They shall be used only outside and at a safe distance (no less than ten feet from the nearest building).



- d. Hurricane shutters shall be of the panel, folding, or roll-up types. The color shall conform to the exterior of the building. All shutters shall be professionally installed. Plywood is not allowed. Hurricane shutters must be approved by the Board of Administration.
- e. The common property shall not be altered in any way, shape or form such as the building of a patio or any type of covering on the lawn. There shall be no screening, planting of shrubs, trees or plants or flowers.
- f. No skateboarding is allowed.
- g. Dogs, cats and other pets must not be allowed to make noise so as to cause a nuisance to other residents.

#### TRAFFIC AND PARKING

- a. All vehicles must have valid state registration and be in operating condition.
- b. Only head-in parking of vehicles is permitted.
- c. No truck, pick-up truck, van, trailer, boat, motorhome, camper or other recreational vehicle is allowed.
- Commercial vehicles are allowed only to make deliveries and for any work needed at units and only between the hours of 7 a.m. to 9 p.m..
- d. Permanent residents must use their own reserved parking spaces. Guest spaces are intended for visitors and short-term parking. Guest parking spaces are limited to 30 days maximum. Guest spaces are not for storage.
- e. The speed limit within the condominium grounds is 5 m.p.h..
- f. Residents may park up to, but no more than, three vehicles upon the condominium property.
- g. Residents must register their vehicles with the Association on forms provided by the Board of Administration for such purpose.
- h. VEHICLES IN VIOLATION OF ANY RULE OR REGULATION OF THE ASSOCIATION SHALL BE SUBJECT TO TOWING AT THE VEHICLE OWNER'S EXPENSE WITHOUT NOTICE.

#### TRASH DISPOSAL

- a. All garbage and refuse must be put into plastic bags. The bags shall be tied and placed inside the dumpster.
- b. Dumpster lids and dumpster enclosure gates shall be closed after depositing trash.
- c. Cartons shall be flattened to conserve space.
- d. Items that cannot fit into the dumpster must be taken off the property by the person disposing of the trash. If association removes these articles the offending unit will be charged with the cost of removal.

#### PETS

- a. No person may be permitted to keep a pet in their unit except if approved in writing by the Board of Administration in an application form provided by the Association. Such approval



shall be conditioned upon the continued conformance with such standards, rules and regulations.

b. Pets, such as birds, fish, hamsters, etc. are permitted within the unit, provided such pets do not create a nuisance or safety hazard to other unit owners in the condominium. Such determination shall be made by the Board of Administration.

c. Only one dog (up to 25 pounds maximum) is permitted per unit. Two cats are permitted per unit. ✕

d. Any dog or cat must be leashed when outside the unit.

e. Pets must be walked off the condominium property. Pets must not be allowed to defecate on the condominium grounds. Fines will be levied if pets are not walked off condominium property.

Owners must use a pooper scooper to remove the contamination from the condominium or swale areas.

#### BUILDING APPEARANCE

a. No article shall be hung or shaken from the doors or windows or placed upon the outside window sills of the units or on any outside railings, walls or fences.

b. No bicycles or similar articles or toys or other personal articles shall be allowed to stand on the common areas.

c. Owners of units shall keep and maintain the associated storage closet in a neat and sanitary condition at all times.

d. The backing of all drapes, shades, curtains and other window coverings that are visible from the outside front of the buildings, must be white, off white or shades that will blend with the exterior of the building.

e. No awnings, window guards, light-reflective materials, hurricane or storm shutters, ventilators, window fans or air conditioning devices shall be used in or about the unit except if it shall have been approved by the Board of Administration which approval may be withheld on purely aesthetic grounds within the sole discretion of the Board of Administration.

f. The owners shall not be allowed to put their names on any entry of the units or mail receptacles appurtenant thereto, except in the proper place and in the manner prescribed by the Board of Administration for such purpose.

g. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the units, except such as shall have been approved in writing by the Board of Administration, nor shall anything be projected out of any window in the units without similar approval.

h. No radio or television aerial or antenna shall be attached to, or hung from the exterior of the units or the rooves.

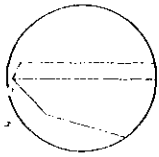
i. All exterior lights must be white.



#### SWIMMING POOL AND POOL AREA

- a. Unit owners, their approved lessees, and their guests using the swimming pool and related area do so at their own risk.
- b. Pool hours are from 8:00 a.m. to 9:00 p.m. No one is permitted in the pool area before 8:00 a.m. or after 9:00 p.m.
- c. Shower before entering the pool.
- d. Floats or similar items (other than swimming aids) are not permitted in the pool if they create a nuisance.
- e. Pets are not permitted in the pool area.
- f. Children under 13 years of age using the pool, and other related areas must be accompanied by a responsible adult.
- g. Glass containers, other breakable items and food preparation are not permitted in the pool area.
- h. Any person consuming food or beverages in the pool area is responsible for cleaning up after they are finished.
- i. When using tanning oil or sun lotion, the pool furniture must be covered with a towel large enough to keep the furniture from getting any oil or lotion on it.
- j. Those who have applied tanning oil or using lotions must remove these before entering the pool.
- k. Infants in diapers that enter the pool must wear rubber or plastic pants that will prevent contamination to the pool water. In case contamination to the pool water does occur, the child's parents are responsible for costs incurred to bring the pool back to sanitary conditions.
- l. Groups desiring use of the pool area for special occasions, parties, etc. must first obtain permission from the Board of Administration.





## SOUTHEAST CONDOMINIUM MANAGEMENT, INC.

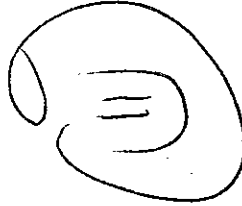
Office address: 2085 University Drive  
Coral Springs, FL 33071

Mailing address: P.O. Box 9519  
Coral Springs, FL 33075

Telephone: (305) 752-5764

Fax: (305) 752-5902

Applications: (305) 752-1372

*John,*  
*FYI* 

August 26, 1993

To: All Unit Owners  
Patios at Oakwood  
Condominium Association, Inc.

Re: Notice of Board Meeting where rules will be considered.

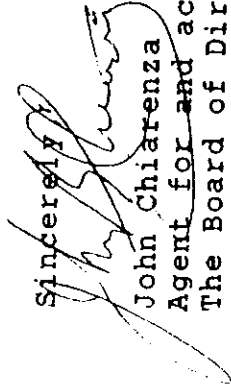
Dear Unit Owner:

There will be a Board of Directors Meeting held 7:00 p.m.  
Tuesday September 14, 1993 at the letterhead address.

The purpose of the meeting will be to discuss and vote upon  
the adoption of rules and regulations for the community.  
(See enclosed)

All unit owners are invited to attend.

Sincerely,

  
John Chiarenza  
Agent for and acting on behalf of  
The Board of Directors



THE PATIOS OF OAKWOOD  
a Condominium

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges receipt of the items checked below as required by the Condominium Act relating to THE PATIOS OF OAKWOOD, a Condominium, physically located at 9560 S.W. First Court, Coral Springs, Florida.

Place a check in the columns by each item received. If an item does not apply, place a "N/A" in the column.

| <u>ITEM</u>                                                                                             | <u>RECEIVED</u> |
|---------------------------------------------------------------------------------------------------------|-----------------|
| Prospectus                                                                                              | X               |
| Declaration of Condominium                                                                              | X               |
| Articles of Incorporation                                                                               | X               |
| By-Laws                                                                                                 | X               |
| Estimated Operating Budget                                                                              | X               |
| Form of Agreement for Sale or Lease                                                                     | X               |
| Covenants and Restrictions                                                                              | X               |
| Ground Lease                                                                                            | N/A             |
| Management and Maintenance Contracts for More Than One Year                                             | N/A             |
| Renewable Management Contract                                                                           | N/A             |
| Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominium | N/A             |
| Form of Unit Lease, if a Leasehold                                                                      | N/A             |
| Declaration of Servitudes                                                                               | N/A             |
| Statement of Conversion Conditions                                                                      | N/A             |
| Plot Plan                                                                                               | X               |
| Floor Plan                                                                                              | X               |
| Survey of Land and Graphic Description of Improvements                                                  | X               |

THIS AGREEMENT IS VOIDABLE BY PURCHASERS BY DULY WRITTEN NOTICE OF THE PURCHASERS' INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE PURCHASERS, AND RECEIPT BY PURCHASERS OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO THEM BY DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. PURCHASERS MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE PURCHASERS HAVE RECEIVED ALL OF THE ITEMS REQUIRED. PURCHASERS' RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

EXECUTED THIS 10 DAY OF August, 1981

James P. Gentry (SEAL)  
PURCHASER/LESSEE

Patricia A. Hunt (SEAL)  
PURCHASER/LESSEE

**S. NOTICES:** Unless otherwise stated elsewhere in this Agreement, it is understood and agreed between the parties hereto that written notice, hand-delivered to the parties hereto, or mailed, via certified mail, return receipt requested, postage prepaid, to the parties hereto at their respective mailing addresses as set forth above, unless either party has notified the other party, in writing, of a change of address, shall constitute sufficient notice hereunder.

**T. COVENANTS AND AGREEMENTS TO BE BINDING:** All covenants and agreements herein contained shall extend to and be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective parties, if applicable.

**U. NUMBER AND GENDER:** Whenever used or the context so requires, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**V. AGREEMENT NOT RECORDABLE:** This Agreement shall not be recorded in the Office of the Clerk of the Circuit Court of the State of Florida.

**W. SUBORDINATION OF PURCHASE RIGHTS:** PURCHASER acknowledges that all of his rights hereunder are and shall be subordinate to the rights of any construction lenders holding a mortgage encumbering the condominium property.

**X. INSULATION:** THE SECOND-STORY CEILINGS WILL BE INSULATED WITH 6-INCH THICK FIBERGLASS BATT INSULATION, WHICH THICKNESS ACCORDING TO THE MANUFACTURER, WILL RESULT IN AN "R" VALUE OF 19.

**Y. CONSTRUCTION:** DEVELOPER agrees to construct the subject condominium unit in accordance with the plans and specification on file with the City of Coral Springs Building Department and/or as shown in the sales brochures and/or model homes; however, DEVELOPER specifically reserves the right to substitute materials from those shown with materials of equal or greater quality.

IN WITNESS WHEREOF, the parties hereto have affixed their respective hands and seals, as of the dates set forth below their respective signatures.

ANY PAYMENT IN EXCESS OF TEN (10%) PER CENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

Witnesses as to Purchaser:

William H. McPhee  
William H. McPhee

X James P. Gauthier (SEAL)  
Patricia A. Wright PURCHASER (SEAL)

### ACCEPTANCE

DEVELOPER hereby accepts and agrees to the terms and conditions as set forth in this Agreement.

Witnesses as to Developer:

Jan Lloyd

THE PATIOS OF OAKWOOD, LTD., a Florida limited partnership,  
BY: SMILEN HOMES, INC., a  
Florida Corporation, its General Partner,

By Gerald Smilen Sr.  
Gerald Smilen, Sr., President

DEVELOPER

Dated

8-10-81

There (s) (is not) a real estate broker or salesman, other than DEVELOPER'S on-premises sales representative, involved in this transaction. (If applicable, state the name and address of such real estate broker or salesman below.)

C.L. Realty  
9815 W. Sample Rd. Coral Springs Fl. 33066  
Judith A. Vitale  
(Signature of Broker or Salesman, if any)

13-3/8% mortgage for 1 year from time of closing.

Washer to be included.