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

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

79-379625 ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

* *

To: Secretary of State
State of Florida
Tallahassee, Florida 32304

Pursuant to the provisions of Sections 607.187 and 617.02 of the Florida Statutes (1975), the undersigned corporation adopts the following Articles of Amendment to the Articles of Incorporation dated October 17, 1975 (Charter No. 7-34,095) and recorded at O.R. Book 6910 Page 81 of the Public Records of Broward County, Florida:

1. The name of the corporation is The Townhomes of Oriole Association, Inc.

2. The following Amendments of Article X, Paragraphs A and D of the Articles of Incorporation were adopted by the members of the corporation at their Special meeting on November 6, 1979 and the Directors of the corporation at their meeting on October 16, 1979, in the manner prescribed by the Florida General Corporations Act and Article XIII of the Articles of Incorporation:

Article X Paragraph A:

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

Article X Paragraph D:

The number of Directors of the Initial Elected Board and on the Board thereafter shall not be less than five (5) nor more than seven (7) in number, all of whom shall be Townhome Owners of Record. The Members of the Association shall elect the Directors of the Initial Elected Board at a meeting to be called by the Board in whole or in part for such purpose (the "Initial Election Meeting"). A notice of such meeting shall be forwarded to all Members in accordance with the By-Laws, provided, however, that the Members shall be given at least twenty (20) but not more than forty-five (45) days notice of such meeting. There shall be at least one Director elected who is the owner of a Townhome in the Townhomes of Oriole I, and one Director elected who is the owner of a Townhome in the Townhomes of Oriole II. The Initial Elected

79 DEC 13 AM 10:05

RECORDED IN OFFICIAL RECORDS BOOK 8115 PAGE 874

Record & Return to:
[illegible]
SCHLICHTE CLARK & HUNT, P.A.
[illegible]
Ft. Lauderdale, FL 33301
462-2800

7 C O A

Board shall succeed the First Board upon the election thereof at such special meeting. The Initial Elected Board shall serve until the next Annual Meeting of the Members of the Association following this election, whereupon, the Members shall elect Directors to serve on the Board in the same manner as the Members elected the Initial Elected Board. The Board shall continue to be so elected at subsequent Annual Meetings of the Members of the Association in accordance with the By-Laws of the Association.

DATED November 26, 1979.

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: Dorothy J. Moore
President

By: Betty Dupont
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this day, personally appeared before me, the undersigned authority, Dorothy Moore, who signed the foregoing Articles of Amendment in my presence, and who being by me first duly sworn, deposes and says that she knows the contents of said Amendment, that the same are true to the best of her knowledge and belief, and she signed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, Florida this 26th day of November, 1979.

Jeanne M. Gedman
Notary Public

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

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this day, personally appeared before me, the undersigned authority, Betty Dupont, who signed the foregoing Articles of Amendment in my presence, and who being by me first duly sworn, deposes and says that he knows the contents of said Amendment, that the same are true to the best of his knowledge and belief, and he signed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, Florida this 26th day of November, 1979.

Jeanne M. Gedman
Notary Public

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

OFF REC 8613 PAGE 875

Record & Return to:
Law Offices
SCHLICHTER, OTTO, & PLATT, P.A.
[illegible]
Ft. Lauderdale, Fl 33301
462-2600

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

CERTIFICATE OF AMENDMENT TO THE
BY-LAWS OF THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

79-379627

The undersigned duly elected President and Secretary of The Townhomes of Oriole Association, Inc. do hereby certify that pursuant to Section 10 of the By-Laws of The Townhomes of Oriole Association, Inc., the following Resolution amending the By-Laws recorded February 15, 1977 at O.R. Book 6910 Page 97 of the Public Records of Broward County, Florida, was adopted by a majority of the Members and the Board of Directors at meetings in which respective quorums were present.

RESOLVED that, the By-Laws be amended as follows:

1. Section 3.16 be and hereby is amended to read in its entirety as follows:

   3.16 A quorum of the Members shall consist of persons entitled to cast one/third (1/3) of the votes of the entire Membership. A quorum of any meeting of a Class of Members shall consist of persons entitled to cast a majority of the votes of such Class Members. A Member may join in the action of a meeting of the Members by signing the minutes thereof, and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. Matters approved by a majority of the Members present at a meeting at which a quorum is present shall constitute the official acts of the Members, except as otherwise specifically provided by law, the Declaration, the Articles, any other Towhomes Document, or elsewhere herein.

2. Section 10.3 be and hereby is amended to read in its entirety as follows:

   10.3 Notwithstanding any provision of this Section 10 to the contrary, these By-Laws shall not be amended in any manner which shall amend, modify or affect any provision, terms, conditions, rights or obligations set forth in any other Townhomes Documents, as the same may be amended from time to time in accordance with the provisions thereof, including, without limitation, any rights of an Institutional Mortgagee, as defined in the Declaration having a first mortgage on a Townhome, without the prior written consent thereto by Institutional Mortgagee, as the case may be.

EXECTUTED this 26 day of November, 1979.

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

By: Dorothy R. Moore
President

Attest: Betty Dupont
Secretary

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

79 DEC 13 AM 10:05

REC 8013 PAGE 878

7 cc A

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

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

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

Notary Public

My Commission Expires:

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

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

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

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

Notary Public

My Commission Expires:

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

REC 8613 PAGE 879

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

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

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

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

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

By: _____
President

Attest: _____
Secretary

BK21955PG0084

STATE OF FLORIDA)
COUNTY OF BROWARD)

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

_____
Notary Public, State of Florida

JESSIE F SOLOMON
Notary Public State of Florida
My Commission Expires DEC 15,1995
COMM # CC164142

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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

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

1 Amendment to Section 4 5(a) of the By Laws of the Townhomes of Oriole Association, Inc., as follows:

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

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

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

BK21495PG0085

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

81-162574

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

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

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

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

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

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

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

EXECUTED this 18 day of April, 1980.

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

BY: _____
President

Attest: _____
Secretary

81 JAN 15 PM 2:

OR 9622 PAGE 294

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

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

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

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

Notary Public, State of Florida
At Large

My Commission Expires:

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

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

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

WITNESS my hand and official seal this 1st day of June, 1980.

Notary Public, State of Florida
At Large

My Commission Expires:

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

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

9622 PAGE 295

MICHAEL J. [illegible]
440 S. [illegible]
Ft. Lauderdale, [illegible]

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

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

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

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

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

(CORPORATE SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

ATTEST:

Secretary

By: Sheldon A. Glassner
Sheldon Glassner, President

STATE OF FLORIDA }
COUNTY OF BROWARD }

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

Elizabeth M. Persad
Notary Public

Elizabeth M. Persad
Notary Public [name printed]

my commission expires: 12/12/03

NOTARY PUBLIC STATE OF FLORIDA
ELIZABETH M PERSAD
MY COMMISSION # CC 894480
EXPIRES: Dec 12, 2003
1-800-8-NOTARY Fla. Notary Service & Bonding Co.

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

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

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

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

10. **Fidelity Coverage**

.....

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

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

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

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

ARTICLE XIII

AMENDMENT

B. .....

1. .....

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

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

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

Article X Paragraph D

D. The number of directors .....

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

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

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

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

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

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

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

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

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

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

Section 6. Officers of The Association

6.2 The President .....

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

Section 7. Accounting Records: Fiscal Management

7.1 The Board shall adopt a budget .....

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

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

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

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

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

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

(CORPORATE SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

ATTEST:

Richard P. Dupont
Secretary

By: Sheldon W. Glassner
Sheldon Glassner, President

STATE OF FLORIDA }
COUNTY OF BROWARD }

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

Marlene Beracha
Notary Public

MARLENE BERACHA
MY COMMISSION # CC 894438
EXPIRES: Dec 12, 2003
1-800-3-NOTARY Fla. Notary Service & Bonding Co.

MARLENE BERACHA
Notary Public [name printed]

my commission expires:

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

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

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

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

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

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

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

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

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

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

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

77- 35983

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

WHEREAS, ORIOLE HOMES CORP., a Florida corporation ("Developer"), recorded the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole ("Declaration") in Official Records Book 6381 at Page 623 of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration contained a scrivener's error in the reference to the Plat Book and Page which contains the Plat of "Parcel No. 1 of Oriole Golf and Tennis Club Section Four" and the Developer has resolved to amend the Declaration so as to correct such error in accordance with the requirements of the Declaration.

NOW, THEREFORE, this is to certify that:

The reference to "Plat Book 84, Page 22 of the Public Records of Broward County, Florida" located on page 1 of the Declaration is an incorrect reference and that the proper reference as to the location of the Plat of "Parcel No. 1 of Oriole Golf and Tennis Club Section Four" is Plat Book 82, Page 21 of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, this Certificate of Amendment has been executed this 17th day of February, 1977.

Witnesses:

ORIOLE HOMES CORP.

By: _____
Richard D. Levy, President

Attest: _____
A. Nunez, Assistant Secretary

77 FEB 18 PM 4:43

OFF REC. 6915 PAGE 873

RETURN TO

THIS INSTRUMENT PREPARED BY
MARK F. GRANT, ESQUIRE
RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER
P. O. BOX 7236
FORT LAUDERDALE, FLORIDA 33338

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

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

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of February, 1977.

Barbara E. Glass
Notary Public

My Commission Expires:

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

L. A. HESTER

OFF. REC. 6915 PAGE 879

83-309645

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

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

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

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

> (b) Parking Areas: Any portion of the Open Areas shown as "Parking Areas" and all improvements thereon shall be kept and maintained as parking facilities for Townhome Owners, their family members, guests, invitees, lessees and licensees in accordance with the rules and regulations which the Board may promalgate from time to time. The Board may also impose such fines and penalties as it deems fit and publishes to all persons affected thereby. Such fines and penalties are the primary obligation of the Townhome Owners concerned, and payment may be enforced in the same manner as special assessments under Article VI hereof, as a charge and continuing lien upon the Townhome of the responsible Townhome Owner.
>
> Simultaneously with the conveyance of a Townhome and as an appurtenance thereto, the Developer shall transfer to such Townhome in the name of the Townhome Owner thereof, the right of use in one parking space located upon the Parking Areas. The Board may promalgate rules relative to the reassignment or transfer of parking spaces and for the designation of guest spaces and spaces for parking of certain vehicles and equipment, but there shall always be assigned to each Townhome the right of use in a particular space.

(underlining denotes additional wording from original)

EXECUTED this 18th day of MAY, 1983

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

BY: _____
PRESIDENT

CORPORATE SEAL

ATTEST: Jean J. Sine
SECRETARY

OFF REC 11157 PG 643

Return to Steven A. Mansell PA
6126 USA Hwy 27 S
Naples FL 33963

90 cc

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

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

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

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

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

My Commission Expires:

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

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

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

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

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

THE OFFICIAL RECORDS BOOK
BROWARD COUNTY, FLORIDA
JOHNSON

OFF REC 11157 PG 644

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

79-379626

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

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

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

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

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

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

79 OCT 31 AM 10 05

OFFICIAL RECORDS BOOK 8613 PAGE 876

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

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

EXECUTED this 26 day of November, 1979.

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: Dorothy K Moore
President

Attest: Betty Dupont
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

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

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

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

My Commission Expires:

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

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

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

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

My Commission Expires:

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

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

REC 8613 PAGE 877

81-162573

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

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

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

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

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

EXECUTED this 5th day of June, 1981.

THE TOWNHOMES OF ORIOLE
ASSOCIATION, INC.

By: _____
President

Attest: _____
Secretary

5 13

2462 PAGE 292

LAW OFFICES
MICHAEL
440 S.
Ft. Lauderdale

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

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

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

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

My Commission Expires:

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

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

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

Jeanne M Stedman
Notary Public, State of Florida
At Large

My Commission Expires:

9692 PAGE 295

BROWARD COUNTY, FLORIDA
JOHN E. WATT
COUNTY ADMINISTRATOR

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

81-162576

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

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

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

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

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

JUN 5 1 3 PM '81

OFF REC 9692 PAGE 208

440 S
Ft. Lauderdale FL 33301

EXECUTED this 15 day of May, 1980.

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

BY: _____
President

Attest: _____
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

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

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

_____
Notary Public, State of Florida
At Large

My Commission Expires:

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

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

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

_____
Notary Public, State of Florida
At Large

My Commission Expires:

OFF REC 9622 PAGE 299

GRAHAM W. WATT

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

86-403506

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

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

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

By: Anita Glick pres.
President

Attest: Linda M Cornes Sec.
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD

On this 09 day of October, 1986, personally appeared Anita Glick and Linda M Cornes, 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.

Fern Sims
Notary Public

My Commission Expires:

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

86 OCT 24 AM 9 53

OFF REC 13841 PG 319

LAW OFFICES
BECKER, POLIAKOFF & STREITFELD, P.A. 6520 N. ANDREWS AVENUE • POST OFFICE BOX 9057 • FT. LAUDERDALE, FLORIDA 33310-9057
TELEPHONE (305) 776-7550

9-
43

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

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

ARTICLE VI

A. Liens

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

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

OFF REC 13841 PG 320

LAW OFFICES
BECKER, POLIAKOFF & STREITFELD, P.A., 6520 N. ANDREWS AVENUE • POST OFFICE BOX 9057 • FT. LAUDERDALE, FLORIDA 33310-9057
TELEPHONE (305) 776-7550

77- 32287

STATE OF FLORIDA

DEPARTMENT OF STATE

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

CERTIFICATE OF INCORPORATION

OF

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

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

19 75 .

Charter Number: 7-34,095

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

19 75.

SECRETARY OF STATE

77 OCT 15 AM 12:15

OFF. REC. 6910 PAGE 81

Corp-94
Revised 1-20-75

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

34

ARTICLES OF INCORPORATION

OF

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

(A Florida Corporation Not For Profit)

FILED
OCT 17 2 05 PM '75
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

ARTICLE I

DEFINITIONS

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

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

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

3. "The Townhomes of Oriole II" means subsequent multi-phased portions of the Townhomes of Oriole Land or

OFF. REC. 6910 PAGE 82

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

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

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

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

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

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

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

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

OFF. REC. 6910 PAGE 83

11. "Articles" means this document.

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

13. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole to be recorded amongst the Public Records of Broward County, Florida, and any amendments, modifications or Supplements thereto as described in the Plan for Development.

14. "Cluster Declaration" means the instrument recorded upon the "Substantial Completion" of a "Residential Structure" as those terms are described in the Plan For Development, and includes the Declaration of Cluster Covenants and Cross Easements.

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

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

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

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance

OFF. REC. 6916 PAGE 84

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

ARTICLE II

NAME

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

ARTICLE III

PLAN FOR DEVELOPMENT
AND PURPOSE OF ASSOCIATION

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

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

OFF. REC. 6910 PAGE 83

ARTICLE IV

POWERS

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

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

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

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

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

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

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

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

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

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

OFF. REC. 6910 PAGE 86

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

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

ARTICLE V

MEMBERS

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

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

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

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

OFF. REC. 6910 PAGE 87

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

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

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

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

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

OFF. REC. 6910 PAGE 83

each Cluster or other "Residential Structure" (as defined in the Declaration) constituting a separate class. Each class shall be designated by the same arabic number used to denote that Residential Structure. For example, Townhome Owners in Cluster 1 are "Class 1 Members".

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

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

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

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

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

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

OFF. REC. 6910 PAGE 89

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

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

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

ARTICLE VI

TERM

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

ARTICLE VII

SUBSCRIBERS

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

OFF. REC. 6910 PAGE 99

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

ARTICLE VIII

OFFICERS

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

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

ARTICLE IX

FIRST OFFICERS

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

President	Richard D. Levy
Vice President	Eugene Berns

OFF. REC. 6910 PAGE 91

Secretary	Antonio Nunez
Treasurer	Antonio Nunez

ARTICLE X

BOARD OF DIRECTORS

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

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

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

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

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

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

OFF. REC. 6910 PAGE 92

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

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

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

OFF. REC. 6910 PAGE 93

ARTICLE XI

BY-LAWS

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

ARTICLE XII

INDEMNIFICATION

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

ARTICLE XIII

AMENDMENT

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

OFF. REC. 6910 PAGE 94

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

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

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

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

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

OFF. REC. 6910 PAGE 95

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

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

Mary Jane Sexton

Barbara Bass

Elliott B. Barnett

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

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

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

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 20, 1977
Bonded by American Fire & Casualty Co.

OFF. REC. 6910 PAGE 96

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

BK 7116

77-154083

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

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 1 OF THE TOWNHOMES OF ORIOLE I (the "Cluster 1 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 19th day of April, 1977 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 1 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 1" has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 623 of the Public Records of Broward County, Florida; and

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

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 1 Building", referred to herein for brevity as the "Cluster Building") is now "Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire

REC. 7116 PAGE 31

THIS INSTRUMENT PREPARED BY
RETURN TO
MARK F. GRANT, ESQUIRE
RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER
P.O. Box 1900
FORT LAUDERDALE, FLORIDA 33338

PAGE 310

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

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

ARTICLE I

DEFINITIONS

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

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

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

OFF. REC. 7116 PAGE 320

PAGE 320

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

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

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

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

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

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

REC. 7116 PAGE 32

PAGE 321

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

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

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

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

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

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

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

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

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

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

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

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

OFF. REC. 7116 PAGE 32

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

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

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

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

OFF. REC. 7116 PAGE 3

PAGE 3

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

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

B. Submission Statement

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

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY

AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

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

OFF. REC. 7116 PAGE 324

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

> Townhome A of Cluster 1 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 1 of The Townhomes of Oriole recorded in Official Records Book ____, Page ____ of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

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

OFF. REC. 7116 PAGE 325

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

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

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

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

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

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

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

OFF. REC. 7116 PAGE 326

BK 7116

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

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

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

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

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

B. Maintenance And Repairs of Cluster Property

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

(a) Responsibilities of Townhome Residence Owners:

OFF. REC. 7116 PAGE 32

PAGE 327

BK 7116

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

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

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

OFF. REC. 7116 PAGE 329

PAGE 329

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

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

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair

OFF. REC. 7116 PAGE 329

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

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

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

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

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

B. Grant and Reservation of Easements

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

OFF. REC. 7116 PAGE 330

BK 7116

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

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

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

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

OFF. REC. 7116 PAGE 331

PAGE 331

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

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

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

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

OFF. REC. 7116 PAGE 332

PAGE 332

BK 7116

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

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

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

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes

O.F.
REC. 7116 PAGE 33

PAGE 232

BK 7116

Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

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

1. Taxes

In the event that any taxing authority having jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any such tax shall be included, if possible, in the estimated annual Association Expense budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and

OFF. REC. 7116 PAGE 334

PAGE 334

the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

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

3. Insurance

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

4. Reconstruction of Buildings or Improvements

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

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V B. 1. (b) hereinabove in a manner consistent with the development of The

OFF. REC. 7116 PAGE 335

Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

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

7. Operational Expenses

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

8. Miscellaneous Expenses

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

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers

OFF. REC. 7116 PAGE 337

of collection and enforcement granted the Association and Developer under Article VI of the Declaration and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

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

A. Public Liability Insurance

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

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value"

OFF. REC. 7116 PAGE 327

BK 7116

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

C. Conditions of Insurance

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

1. A named insured under such policies shall be the Association, as trustee for the Townhome Residence Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the

OFF. REC. 7116 PAGE 335

PAGE 335

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

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

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

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

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

D. Form of Policies

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

ARTICLE X

GENERAL PROVISIONS

A. Disputes

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

OFF. REC. 7116 PAGE 339

BK 7116

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

B. Enforcement

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

C. Subordination

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

OFF. REC. 7116 PAGE 340

PAGE 340

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

D. Institutional Mortgagees

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

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

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

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

REC. 7116 PAGE 341

Residence Owners of the self-management of such property;

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

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

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

E. Captions

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

F. Context

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

G. Severability

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

OFF. REC. 7116 PAGE 342

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

H. Conflict

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

I. Amendment and Modification

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

J. Term

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

OFF. REC. 7116 PAGE 343

PAGE 343

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

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

WITNESSES:

ORIOLE HOMES CORP.

Mary Anne Stacy

Carol E. Glass

By: R D Levy
President

Attest:
Assistant Secretary
(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

Mary Anne Stacy

Carol E. Glass

By: R D Levy
President

Attest:
Secretary
(SEAL)

REC. 7116 PAGE 34

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

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

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of April, 1977.

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 1, 1978
Bonded by American Fire & Casualty Co

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

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

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of April, 1977.

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 1, 1978
Bonded by American Fire & Casualty Co.

OFF. REC. 7116 PAGE 345

BK 7116

DESCRIPTION

THE TOWNHOMES OF ORIOLE I
RESIDENTIAL PROPERTY
CLUSTER 1

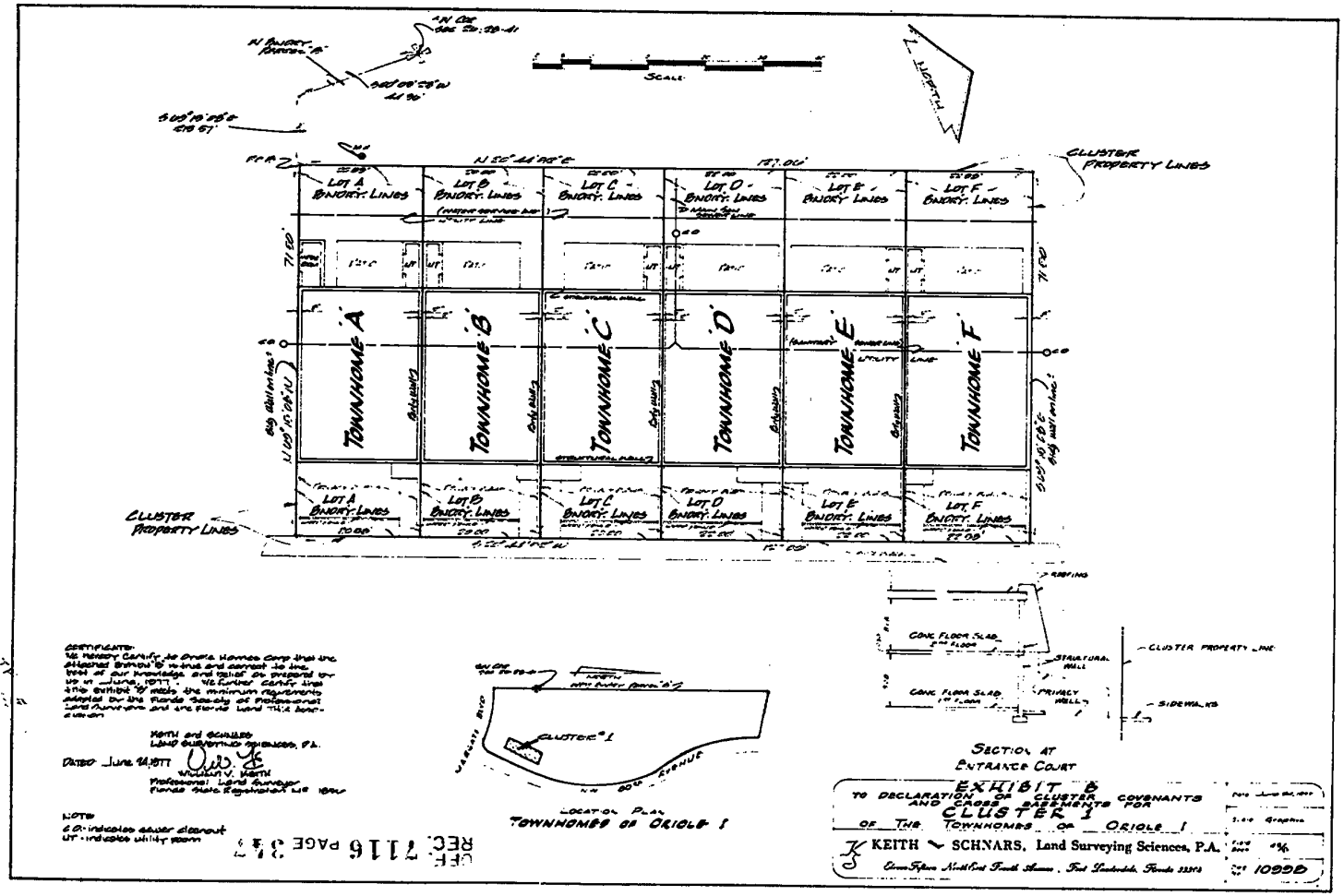
A portion of Parcel "B" of "ORIOLE GOLF AND TENNIS CLUB SECTION THREE", according to the Plat thereof as recorded in Plat Book 78, Page 22, of the Public Records of Broward County, Florida, described as follows:
COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown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

PREPARED BY
WILLIAM V. KEITH, PLS
MAY, 1975

KEITH & SCHNARS Land Surveying Sciences, P.A.

OFF. REC. 7116 PAGE 345

EXHIBIT A



OFF. REC. 7116 PAGE 343

EXHIBIT C

FORM OF

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19___, between ORIOLE HOMES CORP., a Florida corporation, hereinafter referred to as "Grantor" and _____

_____

whose post office address is _____

State of _____, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof which is a Townhome also described as follows: The Townhome known as Townhome _____ of Cluster 1 of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster 1, of The Townhomes of Oriole, recorded in Official Records Book ___, Pages ___ through ___ of the Public Records of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforedescribed Declaration of Cluster Covenants and in the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records, Book 6381, Page 623 of the Public Records of Broward County, Florida as described in such documents. The aforementioned Declaration of Cluster Covenants and the Declaration of Covenants, Restrictions and Easements provide for certain land use covenants upon the "Residential Property", "Recreation Area" and "Open Areas" as these land areas are described therein and provide that a portion of the taxes, insurance and other maintenance and monetary obligations referred to therein shall be an Association Expense assessed against the Townhome, as its "Individual Townhome Assessment". Grantee expressly acknowledges and assumes the obligation to pay its "Individual Townhome Assessment" and all other Association Expenses or special assessments applicable to the Cluster Property in which the Townhome is located and/or assessed against the Townhome.

OFF. REC. 7116 PAGE 240

PAGE 240

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19___ and subsequent years;

2. Applicable zoning regulations and ordinances;

3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole and in Supplements or Amendments thereto;

4. All covenants, conditions, restrictions, and easements of record, if any, which may now affect the aforedescribed property;

5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 1 of The Townhomes of Oriole and any amendments thereto;

6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement of improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, Sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

_____ By: _____

_____ Attest: _____

(SEAL)

Accepted Grantee:

_____ _____

_____ _____

(SEAL)

OFF. REC. 7116 PAGE 340

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

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

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1977.

_____
Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1977.

_____
Notary Public

My Commission Expires:

OFF. REC. 7118 PAGE 350

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

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

OFF. REC. 7116 PAGE 33

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

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 2 OF THE TOWNHOMES OF ORIOLE I (the "Cluster 2 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this [illegible] day of [illegible], 197[illegible] by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 2 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 2" has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6561, Page 623 of the Public Records of Broward County, Florida; and

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

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 2 Building", referred to herein for brevity as the "Cluster Building") is now "Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire

to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 2 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

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

ARTICLE 1

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in the Official Records Book 6581, Page 623 of the Public Records of Broward County, Florida, and any amendments, modifications or Supplements thereto as described on the Plan For Development.

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

REC 6581 PAGE 629

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

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

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

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

OR 6867 PAGE 274

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

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

B. Submission Statement

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

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY

AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

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

OR 6387 PG 276

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

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

B. Non-Severable Interests of Townhome Residence Owners

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

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

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

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

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

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

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

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

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

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

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

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

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

B. Maintenance And Repairs of Cluster Property

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

(a) Responsibilities of Townhome Residence Owners:

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

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

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

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

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

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair

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

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

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

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

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

B. Grant and Reservation of Easements

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

RECORD 13987 PAGE 284

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

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

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

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

OR 7303 PAGE 230

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

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

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

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

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

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

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

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

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

OR 6980 PAGE 2057

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

B. Affirmative Covenant To Pay Cluster Expenses

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

C. Specific Cluster Expenses

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

1. Taxes

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

OR 6987 PAGE 208

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

2. Utility Charges

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

3. Insurance

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

4. Reconstruction of Buildings or Improvements

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

OR 6307 PG 0209

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V B. 1. (b) hereinabove in a manner consistent with the development of The Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

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

7. Operational Expenses

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

8. Miscellaneous Expenses

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

OR 6387 PAGE 601

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

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

ARTICLE IX

INSURANCE

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

A. Public Liability Insurance

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

OR 6387 PAGE 269

B. Cluster Building Insurance

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

C. Conditions of Insurance

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

1. A named insured under such policies shall be the Association, as trustee for the Townhome Residence Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the

OR 6382 PAGE

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

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

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

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

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

D. Form of Policies

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

ARTICLE X

GENERAL PROVISIONS

A. Disputes

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

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

B. Enforcement

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

C. Subordination

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

RECORDED IN OFFICIAL RECORDS BOOK

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

D. Institutional Mortgagees

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

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

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

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

OFF. REC. 6987 PG

Residence Owners of the self-management of such property;

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

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

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

E. Captions

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

F. Context

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

G. Severability

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

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

H. Conflict

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

I. Amendment and Modification

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

J. Term

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

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

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 2 of The Townhomes of Oriole I has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

Jean M. Hunter

ORIOLE HOMES CORP.

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

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

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

Jean M. Hunter

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

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

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

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

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of November, 1975.

Mary Adele Newbern
Notary Public

My Commission Expires:

My Commission Expires May 14, 1977

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

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

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of November, 1975.

Mary Adele Newbern
Notary Public

My Commission Expires:

OR 2855 PG 136

DESCRIPTION

THE TOWNHOMES OF ORIOLE I
RESIDENTIAL PROPERTY
CLUSTER 2

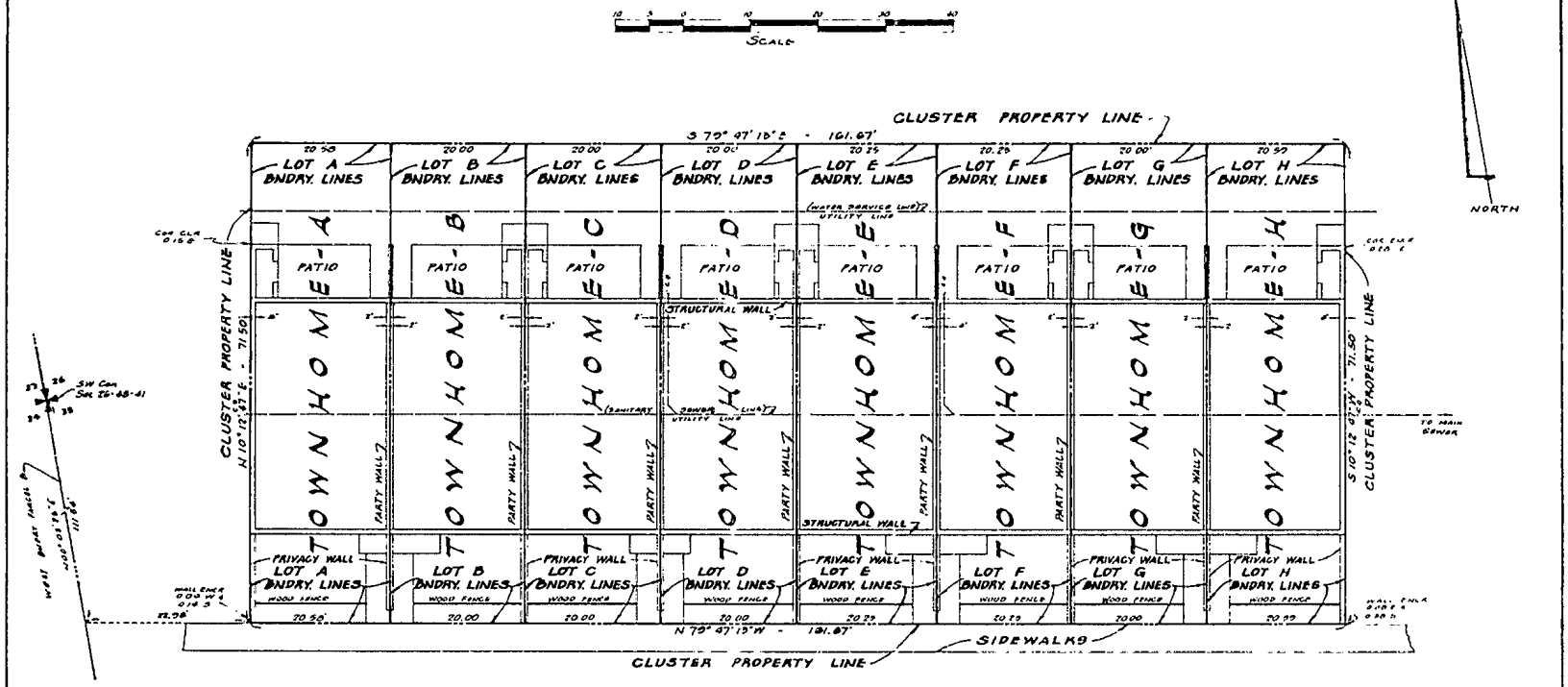
A portion of Parcel "B" of "ORIOLE GOLF AND TENNIS CLUB SECTION THREE", according to the Plat thereof as recorded in Plat Book 78, Page 22, of the Public Records of Broward County, Florida, described as follows:
COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence South 00° 03' 25" West, along the West boundary of said Parcel "B" 111.54 feet; thence South 79° 47' 13" East, 22.98 feet to the Point of Beginning; thence North 10° 12' 47" East, 71.50 feet; thence South 79° 47' 13" East, 161.67 feet; thence South 10° 12' 47" West, 71.50 feet; thence North 79° 47' 13" West, 161.67 feet to the Point of Beginning.

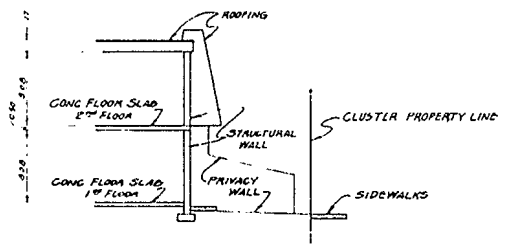
PREPARED BY
WILLIAM V. KEITH, PLS
MAY, 1975

EXHIBIT A

KEITH & SCHNARS Land Surveying Sciences, P.A.

RECORDED 1987 PAGE 207





SECTION AT ENTRANCE COURT

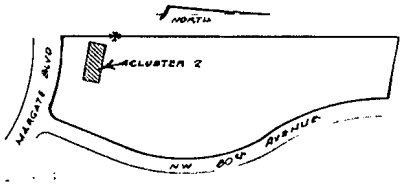
CERTIFICATE:
We hereby Certify to Oriole Homes Corp that the attached Exhibit B is true and correct to the best of our knowledge and belief as prepared by us in June, 1975. We further Certify that this Exhibit B meets the minimum requirements adopted by the Florida Society of Professional Land Surveyors and the Florida Land Title Association.

KEITH and SCHNARS
LAND SURVEYING SCIENCES,
WILLIAM V. KEITH
Professional Land Surveyor
Florida State Registration No. 1856

DATED:
June 9, 1975
REVISED: 9, 17, 75.

REVISED: 10/15/75.
(AS-BUILT CONDITIONS)

NOTE:
C.O. indicates sewer cleanout.



LOCATION PLAN
TOWNHOMES OF ORIOLE I

EXHIBIT B

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

Date: June 9, 1975
Scale: Graphic
Field Book: 48
Dwg No: 872 B

KEITH ~ SCHNARS, Land Surveying Sciences, P.A.
Eleven Fifteen, Northeast Fourth Avenue, Fort Lauderdale, Florida 33304

6387 PAGE 298

EXHIBIT C

FORM OF
WARRANTY DEED

THIS INDENTURE, made this day of , 19 ,
between ORIOLE HOMES CORP., a Florida corporation, hereinafter
referred to as "Grantor" and

whose post office address is

State of , hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof which is a Townhome also described as follows: The Townhome known as Townhome of Cluster 2 of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster 2 of The Townhomes of Oriole, recorded in Official Records Book , Pages through of the Public Records of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforedescribed Declaration of Cluster Covenants and in the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records, Book 6581, Page 625 of the Public Records of Broward County, Florida as described in such documents. The aforementioned Declaration of Cluster Covenants and the Declaration of Covenants, Restrictions and Easements provide for certain land use covenants upon the "Residential Property", "Recreation Area" and "Open Areas" as these land areas are described therein and provide that a portion of the taxes, insurance and other maintenance and monetary obligations referred to therein shall be an Association Expense assessed against the Townhome, as its "Individual Townhome Assessment". Grantee expressly acknowledges and assumes the obligation to pay its "Individual Townhome Assessment" and all other Association Expenses or special assessments applicable to the Cluster Property in which the Townhome is located and/or assessed against the Townhome.

OFF. REC. 6387 PAGE 233

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19 and subsequent years;

2. Applicable zoning regulations and ordinances;

3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole and in Supplements or Amendments thereto;

4. All covenants, conditions, restrictions, and easements of record, if any, which may now affect the aforedescribed property;

5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 2 of The Townhomes of Oriole and any amendments thereto;

6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement or improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, Sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

By: _____

Attest: _____

(SEAL)

Accepted Grantee:

_____

(SEAL)

ORB 6827 PAGE 130

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

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

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1973.

_____
Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1973.

_____
Notary Public

My Commission Expires:

RECORD VERIFIED

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

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

OR 6987 PAGE 753

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

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 4 OF THE TOWNHOMES OF ORIOLE 1 (the "Cluster 4 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this [illegible] day of [illegible], 19[illegible] by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 4 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 4" has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 625 of the Public Records of Broward County, Florida; and

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

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 4 Building", referred to herein for brevity as the "Cluster Building") is now "Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire

RE 6387 PAGE 0115

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

OFF. RECORDS

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

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

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

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

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

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

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

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

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

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

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in the Official Records Book 6581, Page 623 of the Public Records of Broward County, Florida, and any amendments, modifications or Supplements thereto as described on the Plan For Development.

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

RECORDED IN OFFICIAL RECORDS BOOK

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

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

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

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

OR 6367 PAGE 0117

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

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

B. Submission Statement

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

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY

AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

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

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

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

B. Non-Severable Interests of Townhome Residence Owners

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

OR 6387 PG 0569

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

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

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

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

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

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

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

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

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

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

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

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

B. Maintenance And Repairs of Cluster Property

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

(a) Responsibilities of Townhome Residence Owners:

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

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or varnishing of any outside or exterior portion or surfaces of his Townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.1 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

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

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

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

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair

OR 6387 PAGE 819

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

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

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

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

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

B. Grant and Reservation of Easements

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

RECORD VERIFIED

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

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

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

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

OR 6387 PAGE 43

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

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

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

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

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

OR 6957 PAGE 110

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

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

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

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

OR 6947 PAGE 617

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

B. Affirmative Covenant To Pay Cluster Expenses

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

C. Specific Cluster Expenses

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

1. Taxes

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

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

2. Utility Charges

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

3. Insurance

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

4. Reconstruction of Buildings or Improvements

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

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5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V B. 1. (b) hereinabove in a manner consistent with the development of The Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

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

7. Operational Expenses

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

8. Miscellaneous Expenses

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

OFF 6387 PAGE 620

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

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

ARTICLE IX

INSURANCE

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

A. Public Liability Insurance

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

RECORD 9387 PAGE 024

B. Cluster Building Insurance

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

C. Conditions of Insurance

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

1. A named insured under such policies shall be the Association, as trustee for the Townhome Residence Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the

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

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

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

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

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

D. Form of Policies

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

ARTICLE X

GENERAL PROVISIONS

A. Disputes

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

OFFICIAL RECORDS BOOK 6867 PAGE 520

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

B. Enforcement

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

C. Subordination

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

OFF 6982 PAGE 274

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

D. Institutional Mortgagees

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

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

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

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

OFFICIAL RECORDS BOOK 6867 PAGE 1989

Residence Owners of the self-management of such property;

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

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

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

E. Captions

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

F. Context

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

G. Severability

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

RE 6387 PAGE 320

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

H. Conflict

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

I. Amendment and Modification

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

J. Term

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

RECORD VERIFIED

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

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 4 of The Townhomes of Oriole I has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

Jean M. Hunter

[illegible]

ORIOLE HOMES CORP.

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

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

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

Jean M. Hunter

[illegible]

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

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

OFF 6387 PAGE 128

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

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

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of November, 1975.

Mary Adele Newlin
Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

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

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of November, 1975.

Mary Adele Newlin
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 14, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

OR 9387 PAGE 270

DESCRIPTION

THE TOWNHOMES OF ORIOLE I
RESIDENTIAL PROPERTY
CLUSTER 4

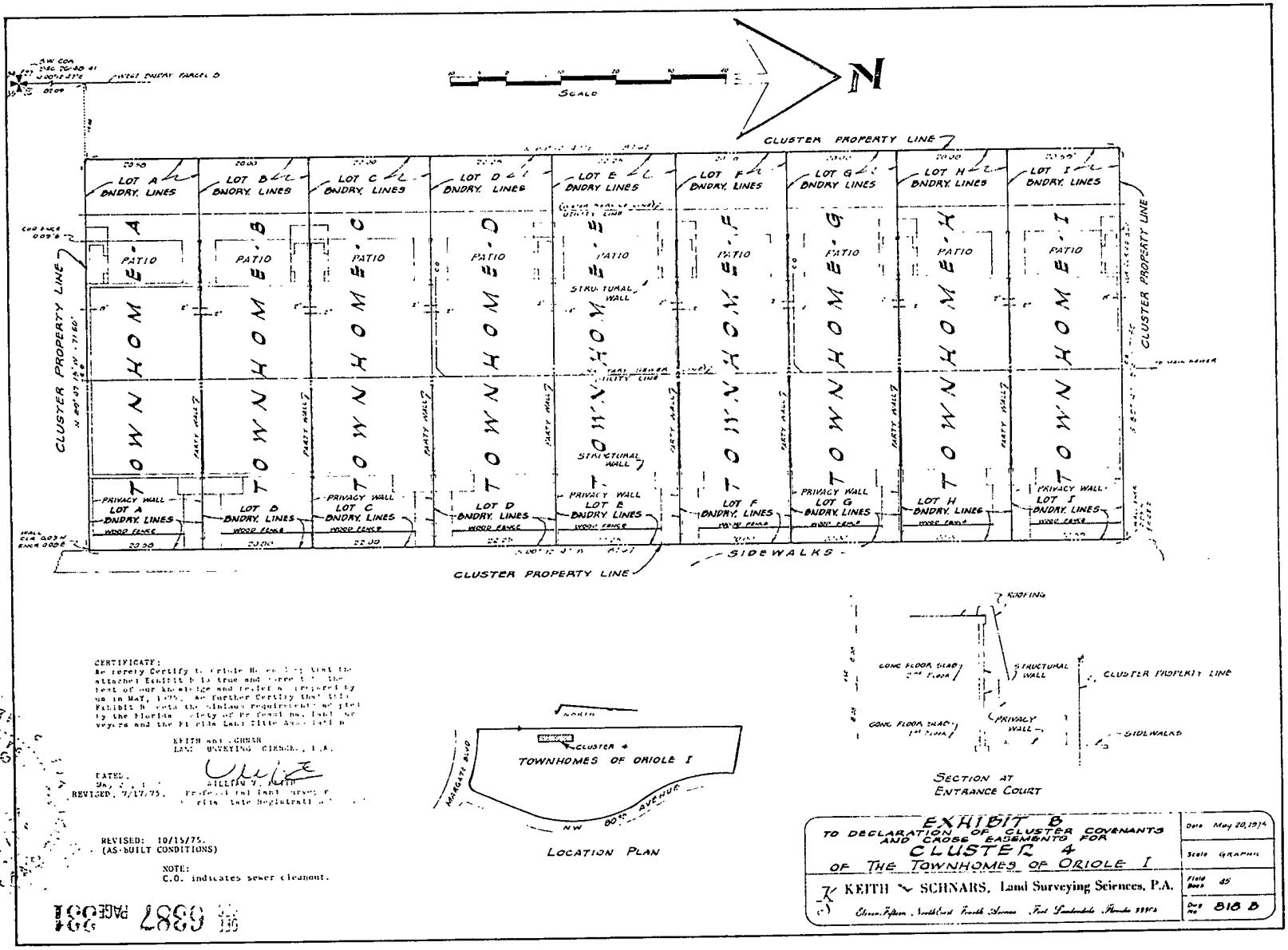
A portion of Parcel "B" of "ORIOLE GOLF AND TENNIS CLUB SECTION THREE", according to the Plat thereof as recorded in Plat Book 78, Page 22, of the Public Records of Broward County, Florida, described as follows: COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence North 00° 12' 47" East, along the West boundary of said Parcel "B" 82.09 feet; thence South 89° 47' 13" East, 14.00 feet to the Point of Beginning; thence North 00° 12' 47" East, 187.67 feet; thence South 89° 47' 13" East, 71.50 feet; thence South 00° 12' 47" West, 187.67 feet; thence North 89° 47' 13" West, 71.50 feet to the Point of Beginning.

PREPARED BY
WILLIAM V. KEITH, PLS
MAY, 1975

EXHIBIT A

KEITH & SCHNARS Land Surveying Sciences, P.A.

OFF 6987 PAGE 0330



CERTIFICATE:

We hereby Certify to Pride Homes, Inc. that the attached Exhibit B is true and correct to the best of our knowledge and belief as prepared by us in MAY, 1975. We further Certify that this Exhibit B meets the minimum requirements set forth by the Florida Society of Professional Land Surveyors and the Florida Land Title Association.

KEITH and SCHNARS
LAND SURVEYING CONSULTANTS, P.A.

DATED: May 20, 1975
REVISED: 9/17/75.

WILLIAM V. KEITH
Professional Land Surveyor
Florida Certificate No. 2005

REVISED: 10/15/75.
(AS-BUILT CONDITIONS)

NOTE:
C.O. indicates sewer cleanout.

LOCATION PLAN

SECTION AT
ENTRANCE COURT

EXHIBIT B

TO DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR

CLUSTER 4

OF THE TOWNHOMES OF ORIOLE I

KEITH and SCHNARS, Land Surveying Sciences, P.A.
Eleven Fifteen Northwest Fourth Avenue Fort Lauderdale Florida 33311

Date: May 20, 1975
Scale: GRAPHIC
Field Book: 45
Dwg. No.: 818 B

WILLIAM V. KEITH
CERTIFICATE
No. 2005
STATE OF FLORIDA

6387 PAGE 331

EXHIBIT C

FORM OF
WARRANTY DEED

THIS INDENTURE, made this day of , 19 , between ORIOLE HOMES CORP , a Florida corporation, hereinafter referred to as "Grantor" and

whose post office address is

State of , hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof which is a Townhome also described as follows: The Townhome known as Townhome of Cluster I of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster I of The Townhomes of Oriole, recorded in Official Records Book , Pages through of the Public Records of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforedescribed Declaration of Cluster Covenants and in the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records, Book 6381, Page 625 of the Public Records of Broward County, Florida as described in such documents. The aforementioned Declaration of Cluster Covenants and the Declaration of Covenants, Restrictions and Easements provide for certain land use covenants upon the "Residential Property", "Recreation Area" and "Open Areas" as these land areas are described therein and provide that a portion of the taxes, insurance and other maintenance and monetary obligations referred to therein shall be an Association Expense assessed against the Townhome, as its "Individual Townhome Assessment". Grantee expressly acknowledges and assumes the obligation to pay its "Individual Townhome Assessment" and all other Association Expenses or special assessments applicable to the Cluster Property in which the Townhome is located and/or assessed against the Townhome.

RECORDED IN OFFICIAL RECORDS BOOK
PAGE

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19 and subsequent years;

2. Applicable zoning regulations and ordinances;

3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole and in Supplements or Amendments thereto;

4. All covenants, conditions, restrictions, and easements of record, if any, which may now affect the aforedescribed property;

5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 4 of The Townhomes of Oriole and any amendments thereto;

6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement or improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, Sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

By: _____

Attest: _____

(SEAL)

Accepted Grantee:

_____

_____

(SEAL)

OR 6987 PAGE 899

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

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

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

Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, and , to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this day of , 1975.

Notary Public

My Commission Expires:

5387 PAGE 623

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each townhome within Cluster 1 shall be allocated a 11.11% share of the Cluster Expenses assessed against Cluster 1.

OR 6387 PG 0355

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

75-211847

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 7 OF THE TOWNHOMES OF ORIOLE I (the "Cluster 7 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 1st day of December, 1975 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"). joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 7 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 7" has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 625 of the Public Records of Broward County, Florida; and

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

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 7 Building", referred to herein for brevity as the "Cluster Building") is now "Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire

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BROWARD COUNTY, FLA.
6415 PAGE 924

THIS INSTRUMENT PREPARED BY
RETURN TO:
ELLIOTT B. KULIK, Esq.
RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER
FORT LAUDERDALE, FLA. 33304

PAGE 924

to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 7 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

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

ARTICLE 1

DEFINITIONS

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

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

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

OR 6415 PAGE 925

PAGE 925

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

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

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

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

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

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

OFFICIAL RECORDS BOOK 6415 PAGE 926

PAGE 926

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

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

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

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

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

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

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

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

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

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

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

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

27639 PAGE 927

PAGE 927

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

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

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

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

OFF 9715 PAGE 928

PAGE 928

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

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

B. Submission Statement

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

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY

AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

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

OFF REC 6215 PAGE 929

PAGE 929

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

> Townhome A of Cluster 7 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 7 recorded in Official Records Book ____, Page ____ of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

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

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PAGE 930

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

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

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

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

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

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

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

RECORDED 6416 PAGE 931

PAGE 931

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

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

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

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

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

B. Maintenance And Repairs of Cluster Property

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

(a) Responsibilities of Townhome Residence Owners:

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PAGE 932

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

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

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

OFF REC 6415 PAGE 980

PAGE 933

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

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

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair

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BROWARD COUNTY, FLA.

PAGE 934

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

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

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

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

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

B. Grant and Reservation of Easements

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

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PAGE 935

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

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

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

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

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

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

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

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

RECORDED IN OFFICIAL RECORDS BOOK
PAGE 937

PAGE 937

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

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

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

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes

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PAGE 938

Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

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

1. Taxes

In the event that any taxing authority having jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any such tax shall be included, if possible, in the estimated annual Association Expense budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and

6846 PAGE 939

PAGE 939

the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

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

3. Insurance

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

4. Reconstruction of Buildings or Improvements

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

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V B. 1. (b) hereinabove in a manner consistent with the development of The

OFF REC 6415 PAGE 940

PAGE 940

Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

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

7. Operational Expenses

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

8. Miscellaneous Expenses

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

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers

OFF REC 6415 PAGE 941

PAGE 941

of collection and enforcement granted the Association and Developer under Article VI of the Declaration and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

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

A. Public Liability Insurance

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

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value"

OR 5415 PAGE 942

PAGE 942

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

C. Conditions of Insurance

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

1. A named insured under such policies shall be the Association, as trustee for the Townhome Residence Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the

OR 6415 PG 0943

PAGE 943

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

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

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

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

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

D. Form of Policies

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

OFF REC 6415 PAGE 944

PAGE 944

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

B. Enforcement

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

C. Subordination

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

OFF REC 6415 PAGE 945

PAGE 945

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

D. Institutional Mortgagees

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

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

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

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

OFF REC 6415 PAGE 946

PAGE 946

Residence Owners of the self-management of such property;

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

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

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

E. Captions

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

F. Context

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

G. Severability

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

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

PAGE 947

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

H. Conflict

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

I. Amendment and Modification

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

J. Term

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

OR 6515 PAGE 248

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

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

WITNESSES:

ORIOLE HOMES CORP.

By: R D Levy

Attest: _____

(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: R D Levy

Attest: _____

(SEAL)

(6415 PAGE 949)

PAGE 949

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

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

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of December, 1975.

Notary Public

My Commission Expires:

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

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

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

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of December, 1975.

Notary Public

My Commission Expires:

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

OFF REC 5149 PAGE 150

DESCRIPTION

THE TOWNHOMES OF ORIOLE I
RESIDENTIAL PROPERTY
CLUSTER 7

A portion of Parcel "B" of "ORIOLE GOLF AND TENNIS CLUB SECTION THREE", according to the Plat thereof as recorded in Plat Book 78, Page 22, of the Public Records of Broward County, Florida, described as follows:
COMMENCE at the Southwest corner of Section 26, Township 48 South, Range 41 East, as shown on the above described Plat; thence North 00° 12' 47" East, along the West boundary of said Parcel "B" 238.85 feet; thence South 89° 47' 13" East, 175.00 feet to the Point of Beginning; thence North 00° 12' 47" East, 71.50 feet; thence South 89° 47' 13" East, 177.67 feet; thence South 00° 12' 47" West, 71.50 feet; thence North 89° 47' 13" West, 177.67 feet to the Point of Beginning.

PREPARED BY
WILLIAM V. KEITH, PLS
MAY, 1975

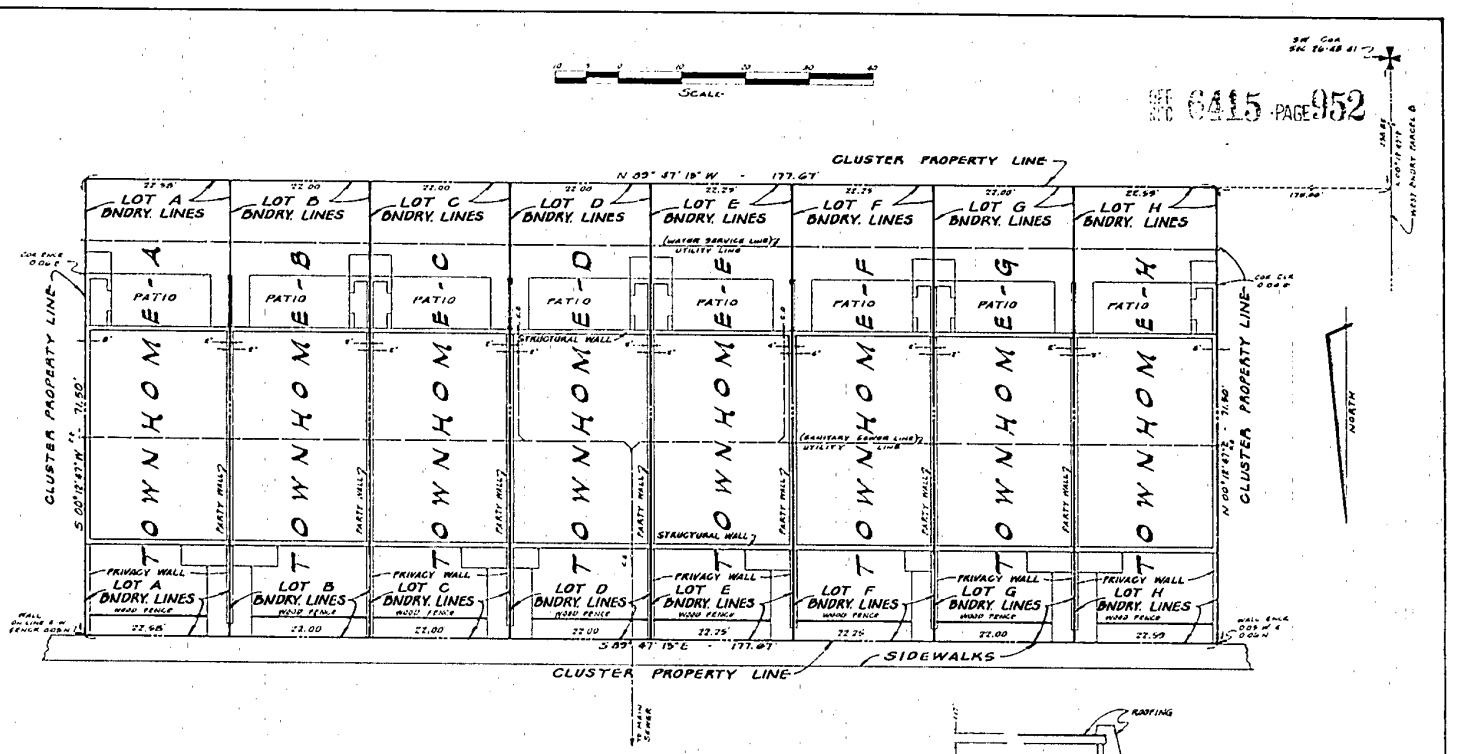
EXHIBIT A

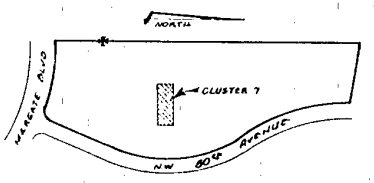
KEITH & SCHNARS Land Surveying Sciences, P.A.

OFF REC 6415 PAGE 951

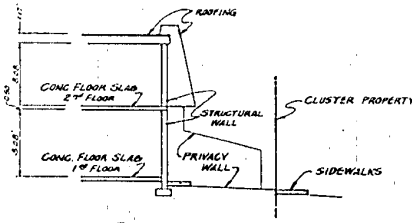
PAGE 951

OFF. REC. 6415 PAGE 952





LOCATION PLAN
TOWNHOMES OF ORIOLE I



SECTION AT
ENTRANCE COURT

CERTIFICATE:
We hereby Certify to Oriole Homes Corp that the attached Exhibit B is true and correct to the best of our knowledge and belief as prepared by us in June, 1979. We further Certify that this Exhibit B meets the minimum requirements adopted by the Florida Society of Professional Land Surveyors and the Florida Land Title Association.

KEITH and SCHNARS
LAND SURVEYING SCIENCES, P. A.
WILLIAM V. KEITH
Professional Land Surveyor
Florida State Registration No. 1856

DATED: June 9, 1979
REVISED: 7/17/75

REVISED: 10/15/75.
(AS-BUILT CONDITIONS)

NOTE:
C.O. indicates sewer cleanout.

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

Date: June 9, 1979
Scale: Graphics

KEITH ~ SCHNARS, Land Surveying Sciences, P.A.
Chase Federal Northeast Fourth Avenue, Fort Lauderdale, Florida 33316

Field Book 40/71
Drg. No. 874 B

PAGE 952

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19___ and subsequent years;

2. Applicable zoning regulations and ordinances;

3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole and in Supplements or Amendments thereto;

4. All covenants, conditions, restrictions, and easements of record, if any, which may now affect the aforedescribed property;

5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 7 of The Townhomes of Oriole and any amendments thereto;

6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement or improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, Sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

_____ By: _____

_____ Attest: _____

(SEAL)

Accepted Grantee:

_____ _____

_____ _____

(SEAL)

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, the _____ and _____,

OR 6415 PG 0952

PAGE 953

EXHIBIT C

FORM OF

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19__, between ORIOLE HOMES CORP., a Florida corporation, hereinafter referred to as "Grantor" and _____

_____

whose post office address is _____

State of _____, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof which is a Townhome also described as follows: The Townhome known as Townhome _____ of Cluster 7 of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster 7, of The Townhomes of Oriole, recorded in Official Records Book , Pages through of the Public Records of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforedescribed Declaration of Cluster Covenants and in the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records, Book 6381, Page 625 of the Public Records of Broward County, Florida as described in such documents. The aforementioned Declaration of Cluster Covenants and the Declaration of Covenants, Restrictions and Easements provide for certain land use covenants upon the "Residential Property", "Recreation Area" and "Open Areas" as these land areas are described therein and provide that a portion of the taxes, insurance and other maintenance and monetary obligations referred to therein shall be an Association Expense assessed against the Townhome, as its "Individual Townhome Assessment". Grantee expressly acknowledges and assumes the obligation to pay its "Individual Townhome Assessment" and all other Association Expenses or special assessments applicable to the Cluster Property in which the Townhome is located and/or assessed against the Townhome.

OFF REC 6415 PAGE 954

respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

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

_____
Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1975.

_____
Notary Public

My Commission Expires:

OFF REC 6415 PAGE 955

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

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

DECLARATION OF CLUSTER COVENANTS

AND CROSS EASEMENTS FOR CLUSTER 12

OF THE TOWNHOMES OF ORIOLE I

76- 5,633

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 12 OF THE TOWNHOMES OF ORIOLE I (the "Cluster 12 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 14th day of May, 1976 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"). joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 12 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 12" has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 623 of the Public Records of Broward County, Florida; and

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

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 12 Building", referred to herein for brevity as the "Cluster Building") is now "Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire

THIS INSTRUMENT PREPARED BY

RETURN TO

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

to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 12 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

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

ARTICLE I

DEFINITIONS

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

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

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

OFF REC 6960 PAGE 2

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

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

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

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

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

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

(6610) PAGE 03

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

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

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

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

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

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

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

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

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

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

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

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

(6500) PAGE 4

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

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

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

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

OFFICIAL RECORDS PAGE 5

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

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

B. Submission Statement

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

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY

AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

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

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

> Townhome A of Cluster 12 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 12 recorded in Official Records Book ____, Page ____ of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

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

RE 6900 PAGE 7

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

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

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

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

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

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

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

OFFICIAL RECORDS 6500 PAGE 8

PAGE 8

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

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

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

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

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

B. Maintenance And Repairs of Cluster Property

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

(a) Responsibilities of Townhome Residence Owners:

REC 6690 PAGE 69

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

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

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

RECORD PAGE 10

PAGE 10

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

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

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair

RECORD PAGE 11

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

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

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

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

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

B. Grant and Reservation of Easements

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

OR 6830 PAGE 12

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

PAGE 12

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

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

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

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

RECORDED IN OFFICIAL RECORDS BOOK

PAGE 13

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

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

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

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

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

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

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

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

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes

Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

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

1. Taxes

In the event that any taxing authority having jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any such tax shall be included, if possible, in the estimated annual Association Expense budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and

OFFICIAL RECORDS BOOK PAGE 68

the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

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

3. Insurance

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

4. Reconstruction of Buildings or Improvements

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

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V B. 1. (b) hereinabove in a manner consistent with the development of The

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Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

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

7. Operational Expenses

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

8. Miscellaneous Expenses

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

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers

RECORD VERIFIED

PAGE 18

of collection and enforcement granted the Association and Developer under Article VI of the Declaration and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

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

A. Public Liability Insurance

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

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value"

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

C. Conditions of Insurance

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

1. A named insured under such policies shall be the Association, as trustee for the Townhome Residence Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the

OFFICIAL RECORDS BOOK PAGE 20

PAGE 20

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

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

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

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

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

D. Form of Policies

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

ARTICLE X

GENERAL PROVISIONS

A. Disputes

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

(6830) PAGE 221

PAGE 21

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

B. Enforcement

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

C. Subordination

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

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

D. Institutional Mortgagees

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

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

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

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

Residence Owners of the self-management of such property;

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

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

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

E. Captions

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

F. Context

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

G. Severability

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

RECORD VERIFIED
PAGE 24

PAGE 24

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

H. Conflict

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

I. Amendment and Modification

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

J. Term

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

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

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 12 of The Townhomes of Oriole I has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

ORIOLE HOMES CORP.

By: _____
R. D. Levy, President

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

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: _____
R. D. Levy, President

Attest: _____
A. Nunez, Secretary
(SEAL)

66001 PAGE 25

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

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

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of May, 1976.

Notary Public

My Commission Expires: [illegible] 27, 1977

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

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

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of May, 1976.

Notary Public

My Commission Expires: [illegible] 27, 1977

RE 16600 PAGE 27

PAGE 27

DESCRIPTION

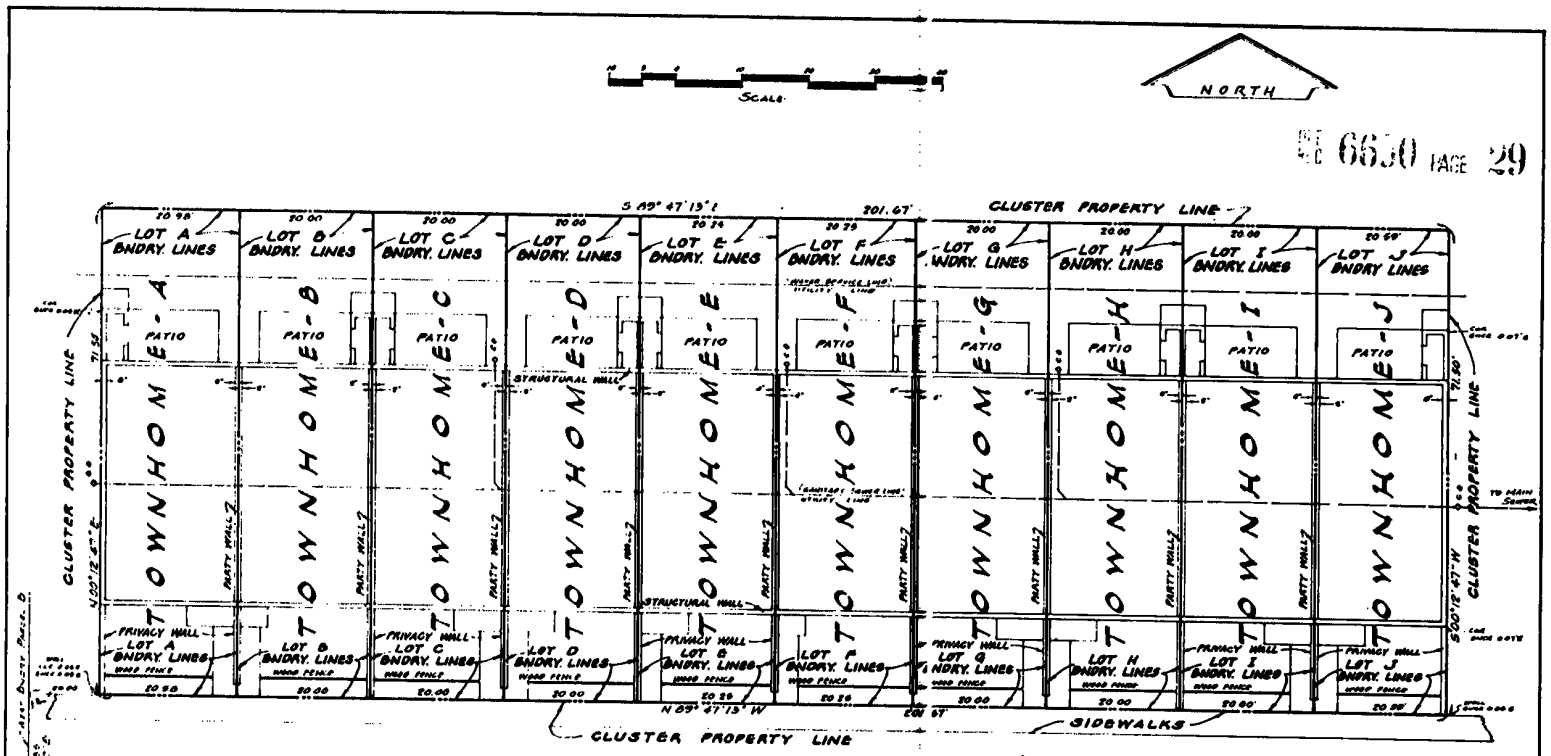
THE TOWNHOMES OF ORIOLE I
RESIDENTIAL PROPERTY
CLUSTER 12

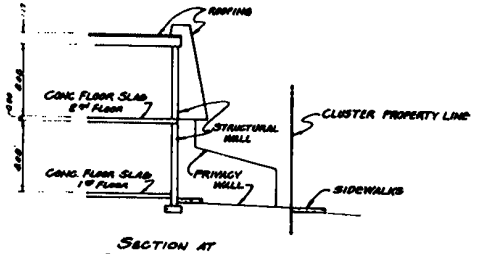
A portion of Parcel "B" of "ORIOLE GOLF AND TENNIS CLUB SECTION THREE", according to the Plat thereof as recorded in Plat Book 78, Page 22, of the Public Records of Broward County, Florida, described as follows:
COMMENCE at the Southwest corner of Section 20, Township 48 South, Range 41 East, as shown on the above described Plat; thence North 00° 12' 47" East, along the West boundary of said Parcel "B" 633.35 feet; thence South 89° 47' 15" East, 25.00 feet to the Point of Beginning; thence North 00° 12' 47" East, 71.50 feet; thence South 89° 47' 13" East, 201.67 feet; thence South 00° 12' 47" West, 71.50 feet; thence North 89° 47' 15" West, 201.67 feet to the Point of Beginning.

PREPARED BY
WILLIAM V. KEITH, PLS
MAY, 1975

EXHIBIT A

KEITH & SCHNARS Land Surveying Sciences, P.A.





SECTION AT ENTRANCE COURT

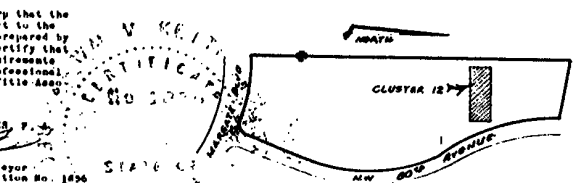
CERTIFICATE:

We hereby Certify to Oriole Homes Corp that the attached Exhibit B is true and correct to the best of our knowledge and belief as prepared by us in May 1976. We further Certify that this Exhibit B meets the minimum requirements adopted by the Florida Society of Professional Land Surveyors and the Florida Land Title Association.

DATED: May 6 1976

KEITH and SCHNARS
LAND SURVEYING SCIENCES, P.A.

WILLIAM V. KEITH
Professional Land Surveyor
Florida State Registration No. 1696



LOCATION PLAN
TOWNHOMES OF ORIOLE I

Note:
C.O. indicates Sewer Cleanout.

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

Date: May 6, 1976
Scale: Graphic

KEITH & SCHNARS, Land Surveying Sciences, P.A.
Oakes Ripken Northeast Fourth Avenue Fort Lauderdale Florida 33304

Field Book 40/30
Dwg No. 1210 B

EXHIBIT C

FORM OF
WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19___, between ORIOLE HOMES CORP., a Florida corporation, hereinafter referred to as "Grantor" and _____

_____

whose post office address is _____

State of _____, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof which is a Townhome also described as follows: The Townhome known as Townhome _____ of Cluster 12 of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster 12, of The Townhomes of Oriole, recorded in Official Records Book _____, Pages ___ through ___ of the Public Records of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor, hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforedescribed Declaration of Cluster Covenants and in the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records, Book 6581, Page 625 of the Public Records of Broward County, Florida as described in such documents. The aforementioned Declaration of Cluster Covenants and the Declaration of Covenants, Restrictions and Easements provide for certain land use covenants upon the "Residential Property", "Recreation Area" and "Open Areas" as these land areas are described therein and provide that a portion of the taxes, insurance and other maintenance and monetary obligations referred to therein shall be an Association Expense assessed against the Townhome, as its "Individual Townhome Assessment". Grantee expressly acknowledges and assumes the obligation to pay its "Individual Townhome Assessment" and all other Association Expenses or special assessments applicable to the Cluster Property in which the Townhome is located and/or assessed against the Townhome.

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19__ and subsequent years;

2. Applicable zoning regulations and ordinances;

3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole and in Supplements or Amendments thereto;

4. All covenants, conditions, restrictions, and easements of record, if any, which may now affect the aforedescribed property;

5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 12 of The Townhomes of Oriole and any amendments thereto;

6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement or improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, Sealed and Delivered in the Presence of:

ORIOLE HOMES CORP.

By: _____

Attest: _____

(SEAL)

Accepted Grantee:

_____

_____

(SEAL)

PAGE 21

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

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

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

_____
Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1976.

_____
Notary Public

My Commission Expires:

6360 PAGE 32

PAGE 32

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

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

REC 6601 PAGE 655

DECLARATION OF CLUSTER COVENANTS

AND CROSS EASEMENTS FOR CLUSTER 15

OF THE TOWNHOMES OF ORIOLE II

76-235300

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 15 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 15 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 24th day of November, 1976 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 15 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 15") and has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6581, Page 625 of the Public Records of Broward County, Florida, and the Declaration Supplement for the Townhomes of Oriole II (the "Supplement") recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida; and

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

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 15 Building", referred to herein for brevity as the "Cluster Building") is now

REC. 6826 PAGE 913

THIS INSTRUMENT [illegible]
RETURN TO:
[illegible]
FORT LAUDERDALE, FLORIDA 33311

PAGE 913

"Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 15 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

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

ARTICLE I

DEFINITIONS

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

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

2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan ("The Townhomes I Plan") has been established by Developer and set forth in the Declaration. The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is declared in the Declaration to be "Resi-

OFF. REC. 6826 PAGE 917

PAGE 917

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

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

4. "Residential Property" means the Cluster Property.

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

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

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

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

9. "Townhome Residence" means a Townhome on a particular

OFF. REC. 6826 PAGE 913

PAGE 910

Lot on the Cluster Property and includes any and all improvements situate thereon.

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

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

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

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

14. "Board" means the Board of Directors of the Association.

15. "Townhomes Documents" means in the aggregate the Declaration, the Supplement, the Articles, the By-Laws, this and other Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-Laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in the Official Records Book 6581, Page 623, of the Public Records of Broward County, Florida, and any amendments or modifications thereto.

19. "Supplement" means the Declaration Supplement for the Townhomes of Oriole II recorded in Official Records Book 6675, Page 771, of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

20. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and of the Supplement and includes the following:

OFF. REC. 6826 PAGE 913

PAGE 913

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas located on Townhomes of Oriole II Land or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement, or this Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration or Supplement and includes "Cluster Expenses" under this Cluster Declaration.

21. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

OFF. REC. 6826 PAGE 923

PAGE 923

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration and Supplement as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration and of the Supplement.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as "Residential Property" in accordance with Article III of the Declaration and the Supplement, to be used, transferred, demised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration and Supplement, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY
AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto

OFF. REC. 6826 PAGE 921

PAGE 921

including the right of use of the Open Areas in the Townhomes of Oriole II Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and Supplement and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a Lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the Lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of Lot A and the Townhome Residence constructed thereon (as such Lot designations and Residences are shown on the Graphic Description) is henceforth legally described as follows:

> Townhome A of Cluster 15 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 15 recorded in Official Records Book ____, Page ____ of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

The ownership of a Lot, a Residence, the easement rights in Common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents (hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective Interests

OFF. REC. 6826 PAGE 922

PAGE 922

or any of such Interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, features or parts which are structural elements of the Cluster Property or of more than one Residence thereon (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".

3. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the Lot lines between Residences. All of the foregoing are collectively referred to as "Siding".

4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one

OFF. REC. 6826 PAGE 933

PAGE 933

Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot lines and all foundational and support structures (hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Areas and Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and Supplement and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner may in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(a) Responsibilities of Townhome Residence Owners:

(1) Each Townhome Residence Owner shall

OFF. REC. 6826 PAGE 924

PAGE 924

maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the exterior appearance of his Townhome Residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or varnishing of any outside or exterior portion or surfaces of his Townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

OFF. REC. 6826 PAGE 925

PAGE 925

(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding any Townhome Residence other than a Townhome Residence in the Cluster Building.

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.

(2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, impairs,

OFF. REC. 6826 PAGE 933

or may impair the easement rights of other Townhome Residence Owners or maintenance obligations therein) the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.

(5) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents.

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of the parties and Cluster Property as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements: An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

OFF. REC. 6826 PAGE 927

PAGE 927

2. Rights-of-Way: An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. Easement for Encroachment: An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Townhome Residence Owners or their designees.

4. Structural Cross Easements: Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of each of the Association, Townhome Residence Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhome Residences and Common Structural Elements within the Cluster Property.

5. Right of Association to Enter upon Cluster Property: An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Cluster Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhomes Documents including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Townhome Residence Owners.

OFF. REC. 6826 PAGE 923

6. An easement for ingress and egress in favor of Developer and its designees in conjunction with its development, marketing and sale of Townhome Residences.

7. Assignments: The easements reserved hereunder unto the Association may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Developer. The Townhome Residence Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Cluster Property or portions thereof in accordance with or to complement the provisions of the Declaration or this Cluster Declaration.

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

1. As provided in the Declaration, Supplement and By-Laws, the Association by its Board, shall prepare a budget of the estimated Association Expenses, which include Recreation Area Expenses, Open Area Expenses and Residential Property Expenses including the "Cluster Expenses" as hereinafter described. The Recreation Area Expenses and Open Area Expenses shall be allocated and assessed amongst the appropriate "Contributing Townhomes" as provided in the Declaration and Supplement. The Cluster Expenses shall be allocated and assessed against each Townhome Residence exclusively, with each Townhome Residence to be assessed a percentage share thereof as set forth in Exhibit D hereto, and which allocated sum shall be assessed as part of the "Annual Townhome Assessment" for such Townhome Residence as defined in the Declaration.

OFF. REC. 6826 PAGE 93

PAGE 930

2. In the instance where a Residential Property Expense of the Residential Structure subject to this Cluster Declaration arises in connection with a Residential Structure or Structures located in any other Cluster, such as any utilities for which a single meter governs more than one Residential Structure, the Board shall allocate a portion thereof to this Cluster, taking into consideration the number of Townhomes in each of the Residential Structures incurring such expenses in order to attempt to provide a uniform Annual Townhome Assessment, subject, however, to any expenses occasioned by or for a particular Townhome or Residential Structure which the Board determines should be allocated specifically thereto.

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

The following expenses are specifically declared to be Cluster Expenses which the Association is obligated to collect in the manner provided in this Cluster Declaration, and all of the Townhome Residence Owners are obligated to pay upon assessment. The specification of the following expenses shall in no way limit the meaning of Cluster Expenses or the type or amount of expenses which the Association may incur for which the Townhome Residences and owners thereof will be subject to assessment.

1. Taxes

In the event that any taxing authority having

OFF. REC. 6826 PAGE 933

PAGE 020

jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any such tax shall be included, if possible, in the estimated annual Association Expense budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

All charges levied for utilities providing services for the Cluster Property which are not metered to individual Townhome Residences, whether supplied by a private firm or public utility, including any and all such charges for water, gas, electricity, sewer, and any other type of utility or service charge.

3. Insurance

The premiums on any policy or policies of insurance required under Article IX hereof together with the costs of such other policies of insurance as the Board, with the consent of the Townhome Residence Owners at any meeting

OFF. REC. 6826 PAGE 931

PAGE 931

thereof, shall determine to be in the best interests of the Cluster Property.

4. Reconstruction of Buildings or Improvements

Any sums necessary to repair, replace, construct or reconstruct any and all buildings or improvements on the Cluster Property damaged by fire, windstorm or other casualty not covered in whole or in part by insurance.

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V B. 1. (b) hereinabove in a manner consistent with the development of The Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Cluster Declaration or in curing any default, violation, or failure to perform or abide by such covenants, restrictions, terms and conditions.

7. Operational Expenses

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Cluster Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of the Cluster Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Cluster Expenses hereunder.

OFF. REC. 6826 PAGE 922

PAGE 922

8. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Cluster Property, or any part thereof, not herein specifically enumerated and which is determined to be an item of Cluster Expenses by the Association.

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and of the Supplement and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

Each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration) which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owners obtaining same. If, however, any Institutional Mortgagee having a lien upon the Cluster Property or any portion thereof, shall so require the Association shall purchase the following coverage:

A. Public Liability Insurance

Comprehensive policies of public liability insurance covering all of the Common Structural Elements. The insurance purchased shall contain (1) a "Severability of Interest Endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Townhome Residence Owner because of the negligent acts of the Association or other

OFF. REC. 6826 PAGE 933

PAGE 933

Townhome Residence Owners; (ii) not less than $1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence; (iii) protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall be customarily covered with respect to improvements similar to the Building in construction, location and use.

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Denotation Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. A named insured under such policies shall be the Association, as trustee for the Townhome Residence

OFF. REC. 6826 PAGE 934

Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named thereon, including Institutional Mortgagees holding mortgages within such Cluser Property or the "Servicers" (as defined in the Declaration); and

5. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Townhome Residence Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

6. All policies of insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (a) without the prior written approval of the Association and any Insurance Trustee or (b) when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party, or (c) any requirement of law.

7. All Institutional Mortgagees shall have the right to approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article IX.

OFF. REC. 6826 PAGE 935

PAGE 935

D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for the entire Townhomes of Oriole or portions thereof, provided that the coverages required hereunder are fulfilled.

ARTICLE X

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complies with the covenants, restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Residence Owner or Owners, and any "Institutional Mortgagee" (as defined in the Declaration) in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of such covenant or restriction or of the right of such party thereafter to enforce such covenant and restriction. The prevailing party in any such litigation shall be entitled to reasonable court costs and attorneys' fees at all trial and appellate levels.

OFF. REC. 6826 PAGE 933.

PAGE 0826

C. Subordination

The Association and all Townhome Residence Owners covenant that their respective interests in the Recreation Area and Open Areas shall be subordinated to the lien and encumbrance of any existing mortgages, any replacements thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon the Recreation Area or Open Areas. The Association is hereby authorized on behalf of all Townhome Owners to execute any such instruments as Developer shall require to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation solely of Developer and there shall be no obligation of the Association or any Townhome Residence Owner with respect to such payments.

D. Institutional Mortgagees

1. Lien Rights In the event any bona fide Institutional Mortgagee holding a first mortgage on a Townhome Residence obtains title to such Townhome Residence as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Cluster Expenses or other Association Expenses or assessments by the Association charged to such Townhome Residence or chargeable to the former Townhome Residence Owner of such Townhome Residence which became due prior to the acquisition of title of such Townhome Residence as a result of such foreclosure or deed in lieu of foreclosure unless such assessments were secured by a claim of lien filed of record amongst the Public Records of Broward County, Florida prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. The unpaid assessments, if any, shall be collectable from all of the Townhome Residence Owners including

OFF. REC. 6826 PAGE 937

PAGE 937

the acquirer of title to the Townhome Residence, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Townhome Residence Owners.

2. Amendments Notwithstanding any provision in this Cluster Declaration to the contrary, this Cluster Declaration cannot be amended in any manner which impairs or prejudices the rights or priorities of the Institutional Mortgagees without the prior written approval of such Institutional Mortgagees.

3. Notices Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such mortgagee on a Townhome Residence, the Association shall timely deliver to such mortgagee the following:

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Townhome Residence Owners of the self-management of such property;

(b) Written notice of any damage thereafter to a Townhome Residence, the cost of repair of which is estimated by the Association to be in excess of One Thousand ($1,000.00) Dollars;

(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for distribution to the owners of Townhome Residences; and

(d) Written notice of any material amendment or the abandonment or termination of this Cluster Declaration in accordance with the terms hereof.

E. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

OFF. REC. 6826 PAGE 930

PAGE 930

F. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants, restrictions, easements or terms and conditions of this Cluster Declaration or a reduction in the terms of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

H. Conflict

In the event of any conflict between the provisions of the Declaration or Supplement and this Cluster Declaration the provisions of the Declaration or Supplement shall prevail unless the Board, in its sole discretion determines that the resolution of the conflict shall not, in any event affect any property other than this Cluster Property, in which event the provisions of this Cluster Declaration shall prevail.

I. Amendment and Modification

The right to amend and modify this Cluster Declaration is hereby reserved unto Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed

OFF. REC. 6826 PAGE 93

PAGE 020

of record amongst the Public Records of Broward County, Florida, and further provided, however, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration. No amendment or modification which affects any rights or priorities of Institutional Mortgagees shall be effective unless approved in writing by such Institutional Mortgagee.

J. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhome Residences shall run with and bind the Cluster Property and inure to the benefit of Developer, the Association, Townhome Residence Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Townhome Residence Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration, upon which event this Cluster Declaration shall be terminated upon the recording of a instrument of termination signed by all such owners and Mortgagees. In the event this Cluster Declaration is terminated prior to the termination of the Declaration, the obligation to pay Association Expenses to the Association and the lien rights against the Townhome Residences as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Townhome Residence and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration the Townhome Residences shall remain obligated to repair, maintain and reconstruct the Townhome Residence and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article X.B herein.

OFF. REC. 6826 PAGE 9[illegible]

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 15 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

Mary Jane Sutton

Laurie Tagano

ORIOLE HOMES CORP.

By: R E Levy

Attest:

(SEAL)

Mary Jane Sutton

Laurie Tagano

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: R E Levy

Attest:

(SEAL)

OFF. REC. 6826 PAGE 941

PAGE 941

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R.D. LEVY and A. NUNEZ, the President and Asst. Secretary, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of November, 1976.

Mary Jane Sutton
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 26, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R.D. LEVY and A. NUNEZ, the President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of November, 1976.

Mary Jane Sutton
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 26, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

OFF. REC. 6826 PAGE 943

PAGE 943

DESCRIPTION

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 15

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:
COMMENCE at the Southwest corner of said Parcel 1; thence North 00° 12' 47" East, along the West boundary of said Parcel 1, a distance of 245.00 feet; thence South 89° 47' 13" East, 25.00 feet; to the Point of Beginning: thence North 00° 12' 47" East, 161.17 feet; thence South 89° 47' 13" East, 71.50 feet; thence South 00° 12' 47' West, 161.17 feet: thence North 89° 47' 13" West, 71.50 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

Prepared By:
Thomas F. Schnars, PLS
Dated: April, 1976.

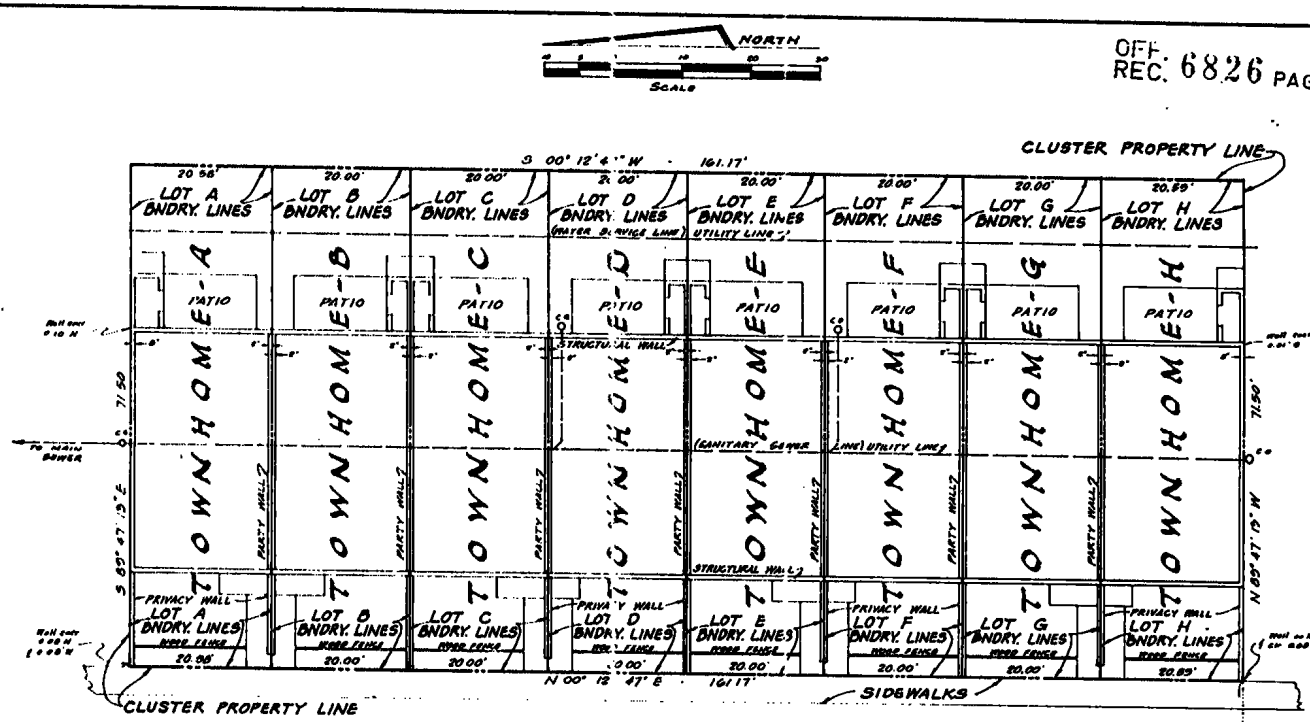
EXHIBIT A

KEITH & SCHNARS Land Surveying Sciences, P.A.

OFF. REC. 6826 PAGE 943

PAGE 943

OFF. REC. 6826 PAGE 944



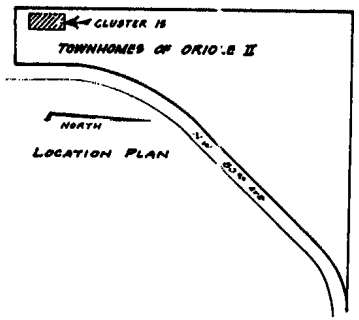
CERTIFICATE:
We hereby Certify to Oriole Homes Corp. that the attached Exhibit B is true and correct to the best of our knowledge and belief as prepared by us in NOVEMBER, 1976. We further Certify that this Exhibit B meets the minimum requirements adopted by the Florida Society of Professional Land Surveyors and the Florida Land Title Association.

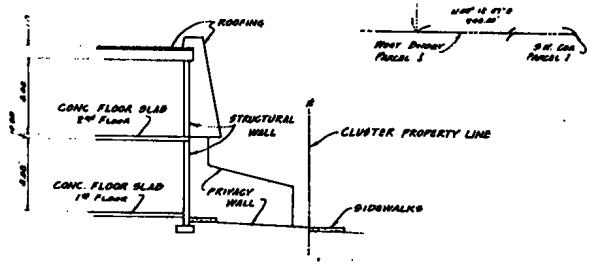
DATED:
November 19, 1976.

KEITH and SCHNARS
LAND SURVEYING SCIENCES, P. A.

BY: William T. Keith
Professional Land Surveyor
Florida State Registration No. 1656

NOTE:
C. O. indicates sewer clean-out.





TO DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR
EXHIBIT B
CLUSTER 15
OF THE TOWNHOMES OF ORIOLE II

KEITH and SCHNARS, Land Surveying Sciences, P.A.
Ocean Reflections, North East Fourth Avenue, Fort Lauderdale, Florida 33301

Date: Nov 19, 1976
Scale: Graphic
Field Book: 64/10
Dwg. No. 1656 B

EXHIBIT C

FORM OF
WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19___, between ORIOLE HOMES CORP., a Florida corporation, hereinafter referred to as "Grantor" and _____

_____

whose post office address is _____

State of _____, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof which is a Townhome also described as follows: The Townhome known as Townhome _____ of Cluster 15 of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster 15, of The Townhomes of Oriole, recorded in Official Records Book ____, Pages ____ through _____ of the Public Records of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforedescribed Declaration of Cluster Covenants; in the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records, Book 6381, Page 623 of the Public Records of Broward County, Florida; and in the Declaration Supplement for The Townhomes of Oriole II recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida. The aforementioned Declaration of Cluster Covenants, Declaration of Covenants, Restrictions and Easements, and Declaration Supplement provide for certain land use covenants upon the "Residential Property", "Recreation Area" and "Open Areas" as these land areas are described therein and provide that a portion of the taxes, insurance and other maintenance and monetary obligations referred to therein shall be an Association Expense assessed against the Townhome, as its "Individual Townhome Assessment." Grantee expressly acknowledges and assumes the obligation to pay its "Individual Townhome Assessment" and all other Association Expenses or special assessments applicable to the Cluster Property in which the Townhome is located and/or assessed against the Townhome.

OFF. REC. 6826 PAGE 915

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19___ and subsequent years;

2. Applicable zoning regulations and ordinances;

3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, and the Declaration Supplement for The Townhomes of Oriole II, and any supplements thereto and amendments thereof;

4. All covenants, conditions, restrictions, and easements of record, if any, which may now affect the aforedescribed property;

5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 15 of The Townhomes of Oriole and any amendments thereof;

6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement or improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, Sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

_____ By: _____

_____ Attest: _____

(SEAL)

Accepted Grantee:

_____ _____

_____ _____

(SEAL)

OFF. REC. 6826 PAGE 945

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, the _____ and _____, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1976.

_____
Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1976.

_____
Notary Public

My Commission Expires:

OFF. REC. 6826 PAGE 947

PAGE 947

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 15 shall be allocated a 12 1/2% share of the Cluster Expenses assessed against Cluster 15.

OFF. REC. 6826 PAGE 943

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 16
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 16 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 16 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 8th day of December, 1976 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 16 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 16") and has developed same as part of the multi phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 625 of the Public Records of Broward County, Florida, and the Declaration Supplement for the Townhomes of Oriole II (the "Supplement") recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration and Supplement call for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration and Supplement); and

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 16 Building", referred to herein for brevity as the "Cluster Building") is now

O.R. REC. 6944 PAGE 202

FORT LAUDERDALE, FLA.

RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 900 N. E. 26TH AVENUE, FORT LAUDERDALE, FLORIDA

PAGE 202

"Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 16 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the benefits and burdens hereinafter set forth, the Developer hereby declares that the Cluster Property shall be owned, held, transferred, sold, conveyed, demised, and occupied subject to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens as set forth in the Declaration and Supplement and herein.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Cluster Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "The Townhomes of Oriole" means the multi phased residential community planned for development upon the Townhomes of Oriole Land as described in the Declaration and includes the "Townhomes of Oriole I" and the "Townhomes of Oriole II" and all improvements now or hereafter located thereon, (as those terms are hereinafter defined).

2. "The Townhomes of Oriole I" means the initial multi phased portion of The Townhomes of Oriole for which a land use plan ("The Townhomes I Plan") has been established by Developer and set forth in the Declaration. The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is declared in the Declaration to be "Resi-

OFF. REC. 6844 PAGE 233

PAGE 233

dential Property", "Open Areas" and the "Recreation Area", as those terms are hereinafter defined.

3. "The Townhomes of Oriole II" means the second and final multi-phased portion of The Townhomes of Oriole for which a land use plan ("the Townhomes II Plan") has been established by Developer and set forth in the Supplement. The Townhomes of Oriole II includes the land and improvements within the Townhomes of Oriole II Land which is declared in the Supplement to be "Residential Property" and "Open Areas" as those terms are hereinafter defined.

4. "Residential Property" means the Cluster Property.

5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

6. "Open Areas" means the real property particularly described in the legal description thereof attached to the Supplement as Exhibit C, including the "Roadways", "Parking Areas", "Sidewalks" and "Open Areas" as shown on the Townhomes II Plan.

7. "Recreation Area" means the real property and improvements located thereon as shown on the Townhomes I Plan and described in Exhibit D to the Declaration which are set aside for use by Townhome Owners as provided in the Declaration.

8. "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached Townhomes in a Cluster Building, detached homes, a single or multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

9. "Townhome Residence" means a Townhome on a particular

OFF. REC. 6844 PAGE 234

PAGE 234

Lot on the Cluster Property and includes any and all improvements situate thereon.

10. "Townhome Owner" means the owner of a Townhome.

11. "Townhome Residence Owner" means the owner of a Townhome Residence. "Townhome Residence Owners" means the owners of all Townhome Residences in the Cluster Property.

12. "Residence" means the residential unit located upon a Lot within the Cluster Property.

13. "Lot" means the real property within the Cluster Property upon which a Residence is located and as shown on the "Graphic Description" hereinafter described.

14. "Board" means the Board of Directors of the Association.

15. "Townhomes Documents" means in the aggregate the Declaration, the Supplement, the Articles, the By-Laws, this and other Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-Laws" means the By Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for the Townhomes of Oriole recorded in the Official Records Book 6581, Page 625, of the Public Records of Broward County, Florida, and any amendments or modifications thereto.

19. "Supplement" means the Declaration Supplement for the Townhomes of Oriole II recorded in Official Records Book 6675, Page 771, of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

20. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and of the Supplement and includes the following:

OFF. REC. 6844 PAGE 223

PAGE 000

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas located on Townhomes of Oriole II Land or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement, or this Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration or Supplement and includes "Cluster Expenses" under this Cluster Declaration.

J1. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

OFF. REC. 6844 PAGE 2030

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration and Supplement as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration and of the Supplement.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as "Residential Property" in accordance with Article III of the Declaration and the Supplement, to be used, transferred, demised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration and Supplement, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY
AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto

ORF REC. 6844 PAGE 297

PAGE 297

including the right of use of the Open Areas in the Townhomes of Oriole II Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and Supplement and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a Lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the Lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of Lot A and the Townhome Residence constructed thereon (as such lot designations and Residences are shown on the Graphic Description) is henceforth legally described as follows:

> Townhome A of Cluster 16 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 16 recorded in Official Records Book , Page of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

The ownership of a Lot, a Residence, the easement rights in Common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents (hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective Interests

OFF. REC. 6844 PAGE 233

or any of such Interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, features or parts which are structural elements of the Cluster Property or of more than one Residence thereon (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".

3. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the Lot lines between Residences. All of the foregoing are collectively referred to as "Siding".

4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one

O.R. REC. 6844 PAGE 203

PAGE 203

Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot lines and all foundational and support structures (hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Areas and Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and Supplement and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner may in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(a) Responsibilities of Townhome Residence Owners:

(1) Each Townhome Residence Owner shall

OFF. REC. 6848 PAGE 299

PAGE 300

maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the exterior appearance of his Townhome Residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or varnishing of any outside or exterior portion or surfaces of his Townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

OFF. REC. 6844 PAGE 301

(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding any Townhome Residence other than a Townhome Residence in the Cluster Building.

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.

(2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, impairs,

OFF. REC. 6844 PAGE 302

PAGE 302

or may impair the easement rights of other Townhome Residence Owners or maintenance obligations thereinl the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.

(5) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents.

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of the parties and Cluster Property as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements: An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

OFF. REC. 6844 PAGE 303

PAGE 303

2. Rights-of-Way: An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. Easement for Encroachment: An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Townhome Residence Owners or their designees.

4. Structural Cross Easements: Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of each of the Association, Townhome Residence Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhome Residences and Common Structural Elements within the Cluster Property.

5. Right of Association to Enter upon Cluster Property: An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Cluster Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhomes Documents including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Townhome Residence Owners.

ORB REC. 6844 PAGE 3041

PAGE 3041

6. An easement for ingress and egress in favor of Developer and its designees in conjunction with its development, marketing and sale of Townhome Residences.

7. Assignments: The easements reserved hereunder unto the Association may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Developer. The Townhome Residence Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Cluster Property or portions thereof in accordance with or to complement the provisions of the Declaration or this Cluster Declaration.

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

1. As provided in the Declaration, Supplement and By-Laws, the Association by its Board, shall prepare a budget of the estimated Association Expenses, which include Recreation Area Expenses, Open Area Expenses and Residential Property Expenses including the "Cluster Expenses" as hereinafter described. The Recreation Area Expenses and Open Area Expenses shall be allocated and assessed amongst the appropriate "Contributing Townhomes" as provided in the Declaration and Supplement. The Cluster Expenses shall be allocated and assessed against each Townhome Residence exclusively, with each Townhome Residence to be assessed a percentage share thereof as set forth in Exhibit D hereto, and which allocated sum shall be assessed as part of the "Annual Townhome Assessment" for such Townhome Residence as defined in the Declaration.

OFF. REC. 6844 PAGE 395

PAGE 395

2. In the instance where a Residential Property Expense of the Residential Structure subject to this Cluster Declaration arises in connection with a Residential Structure or Structures located in any other Cluster, such as any utilities for which a single meter governs more than one Residential Structure, the Board shall allocate a portion thereof to this Cluster, taking into consideration the number of Townhomes in each of the Residential Structures incurring such expenses in order to attempt to provide a uniform Annual Townhome Assessment, subject, however, to any expenses occasioned by or for a particular Townhome or Residential Structure which the Board determines should be allocated specifically thereto.

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

The following expenses are specifically declared to be Cluster Expenses which the Association is obligated to collect in the manner provided in this Cluster Declaration, and all of the Townhome Residence Owners are obligated to pay upon assessment. The specification of the following expenses shall in no way limit the meaning of Cluster Expenses or the type or amount of expenses which the Association may incur for which the Townhome Residences and owners thereof will be subject to assessment.

1. Taxes

In the event that any taxing authority having

OFF. REC. 6844 PAGE 305

PAGE 306

jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any such tax shall be included, if possible, in the estimated annual Association Expense budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

All charges levied for utilities providing services for the Cluster Property which are not metered to individual Townhome Residences, whether supplied by a private firm or public utility, including any and all such charges for water, gas, electricity, sewer, and any other type of utility or service charge.

3. Insurance

The premiums on any policy or policies of insurance required under Article IX hereof together with the costs of such other policies of insurance as the Board, with the consent of the Townhome Residence Owners at any meeting

O.R.
REC. 6844 PAGE 307

PAGE 307

thereof, shall determine to be in the best interests of the Cluster Property.

4. Reconstruction of Buildings or Improvements

Any sums necessary to repair, replace, construct or reconstruct any and all buildings or improvements on the Cluster Property damaged by fire, windstorm or other casualty not covered in whole or in part by insurance.

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V B. 1. (b) hereinabove in a manner consistent with the development of the Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Cluster Declaration or in curing any default, violation, or failure to perform or abide by such covenants, restrictions, terms and conditions.

7. Operational Expenses

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Cluster Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of the Cluster Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Cluster Expenses hereunder.

OFF. REC. 6844 PAGE 393

PAGE 200

S. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Cluster Property, or any part thereof, not herein specifically enumerated and which is determined to be an item of Cluster Expenses by the Association.

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and of the Supplement and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

Each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration) which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owners obtaining same. If, however, any Institutional Mortgagee having a lien upon the Cluster Property or any portion thereof, shall so require the Association shall purchase the following coverage:

A. Public Liability Insurance

Comprehensive policies of public liability insurance covering all of the Common Structural Elements. The insurance purchased shall contain (1) a "Severability of Interest Endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Townhome Residence Owner because of the negligent acts of the Association or other

OFF. REC. 6814 PAGE 303

PAGE 300

Townhome Residence Owners; (ii) not less than $1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence; (iii) protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall be customarily covered with respect to improvements similar to the Building in construction, location and use.

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Denotation Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. A named insured under such policies shall be the Association, as trustee for the Townhome Residence

OFF. REC. 6814 PAGE 319

PAGE 319

Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named thereon, including Institutional Mortgagees holding mortgages within such Cluster Property or the "Servicers" (as defined in the Declaration); and

5. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Townhome Residence Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

6. All policies of insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (a) without the prior written approval of the Association and any Insurance Trustee or (b) when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party, or (c) any requirement of law.

7. All Institutional Mortgagees shall have the right to approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article IX.

REC. 6844 PAGE 241

PAGE 211

D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for the entire Townhomes of Oriole or portions thereof, provided that the coverages required hereunder are fulfilled.

ARTICLE X

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complies with the covenants, restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Residence Owner or Owners, and any "Institutional Mortgagee" (as defined in the Declaration) in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of such covenant or restriction or of the right of such party thereafter to enforce such covenant and restriction. The prevailing party in any such litigation shall be entitled to reasonable court costs and attorneys' fees at all trial and appellate levels.

OFF. REC. 6844 PAGE 312

PAGE 312

C. Subordination

The Association and all Townhome Residence Owners covenant that their respective interests in the Recreation Area and Open Areas shall be subordinated to the lien and encumbrance of any existing mortgages, any replacements thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon the Recreation Area or Open Areas. The Association is hereby authorized on behalf of all Townhome Owners to execute any such instruments as Developer shall require to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation solely of Developer and there shall be no obligation of the Association or any Townhome Residence Owner with respect to such payments.

D. Institutional Mortgagees

1. Lien Rights. In the event any bona fide Institutional Mortgagee holding a first mortgage on a Townhome Residence obtains title to such Townhome Residence as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Cluster Expenses or other Association Expenses or assessments by the Association charged to such Townhome Residence or chargeable to the former Townhome Residence Owner of such Townhome Residence which became due prior to the acquisition of title of such Townhome Residence as a result of such foreclosure or deed in lieu of foreclosure unless such assessments were secured by a claim of lien filed of record amongst the Public Records of Broward County, Florida prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. The unpaid assessments, if any, shall be collectable from all of the Townhome Residence Owners including

OFF. REC. 0844 PAGE 343

the acquirer of title to the Townhome Residence, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Townhome Residence Owners.

2. Amendments. Notwithstanding any provision in this Cluster Declaration to the contrary, this Cluster Declaration cannot be amended in any manner which impairs or prejudices the rights or priorities of the Institutional Mortgagees without the prior written approval of such Institutional Mortgagees.

3. Notices. Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such mortgagee on a Townhome Residence, the Association shall timely deliver to such mortgagee the following:

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Townhome Residence Owners of the self-management of such property;

(b) Written notice of any damage thereafter to a Townhome Residence, the cost of repair of which is estimated by the Association to be in excess of One Thousand ($1,000.00) Dollars;

(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for distribution to the owners of Townhome Residences; and

(d) Written notice of any material amendment or the abandonment or termination of this Cluster Declaration in accordance with the terms hereof.

E. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

OFF. REC. 6844 PAGE 214

PAGE 214

F. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants, restrictions, easements or terms and conditions of this Cluster Declaration or a reduction in the terms of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

H. Conflict

In the event of any conflict between the provisions of the Declaration or Supplement and this Cluster Declaration the provisions of the Declaration or Supplement shall prevail unless the Board, in its sole discretion determines that the resolution of the conflict shall not, in any event affect any property other than this Cluster Property, in which event the provisions of this Cluster Declaration shall prevail.

I. Amendment and Modification

The right to amend and modify this Cluster Declaration is hereby reserved unto Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed

ORB REC. 6844 PAGE 3[illegible]

PAGE 215

of record amongst the Public Records of Broward County, Florida, and further provided, however, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration. No amendment or modification which affects any rights or priorities of Institutional Mortgagees shall be effective unless approved in writing by such Institutional Mortgagee.

J. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhome Residences shall run with and bind the Cluster Property and inure to the benefit of Developer, the Association, Townhome Residence Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Townhome Residence Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration, upon which event this Cluster Declaration shall be terminated upon the recording of a instrument of termination signed by all such owners and Mortgagees. In the event this Cluster Declaration is terminated prior to the termination of the Declaration, the obligation to pay Association Expenses to the Association and the lien rights against the Townhome Residences as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Townhome Residence and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration the Townhome Residences shall remain obligated to repair, maintain and reconstruct the Townhome Residence and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article X.B herein.

OFF. REC. 6844 PAGE 343

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 1c of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

ORIOLE HOMES CORP.

By: _____
R. D. Levy, President

Attest: _____
A. Nunez, Assistant Secretary
(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: _____
R. D. Levy, President

Attest: _____
A. Nunez, Secretary
(SEAL)

OFF. REC. 6844 PAGE 317

PAGE 317

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Nunez, the President and Assistant Secretary, respectively, of ORIOLE HOMES CORP., to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of December, 1976.

Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Nunez, the President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of December, 1976.

Notary Public

My Commission Expires:

OFF. REC. 6844 PAGE 340

DESCRIPTION

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 16

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:
COMMENCE at the Southwest corner of said Parcel 1; thence North 00° 12' 47" East, along the West boundary of said Parcel 1, a distance of 245.00 feet; thence South 89° 47' 13" East, 138.05 feet to the Point of Beginning; thence North 00° 03' 39" East, 155.17 feet; thence South 89° 56' 21" East, 71.50 feet; thence South 00° 03' 39" West, 155.17 feet; thence North 89° 56' 21" West, 71.50 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

Prepared By:
Thomas F. Schnars, PLS
Dated: April, 1976.

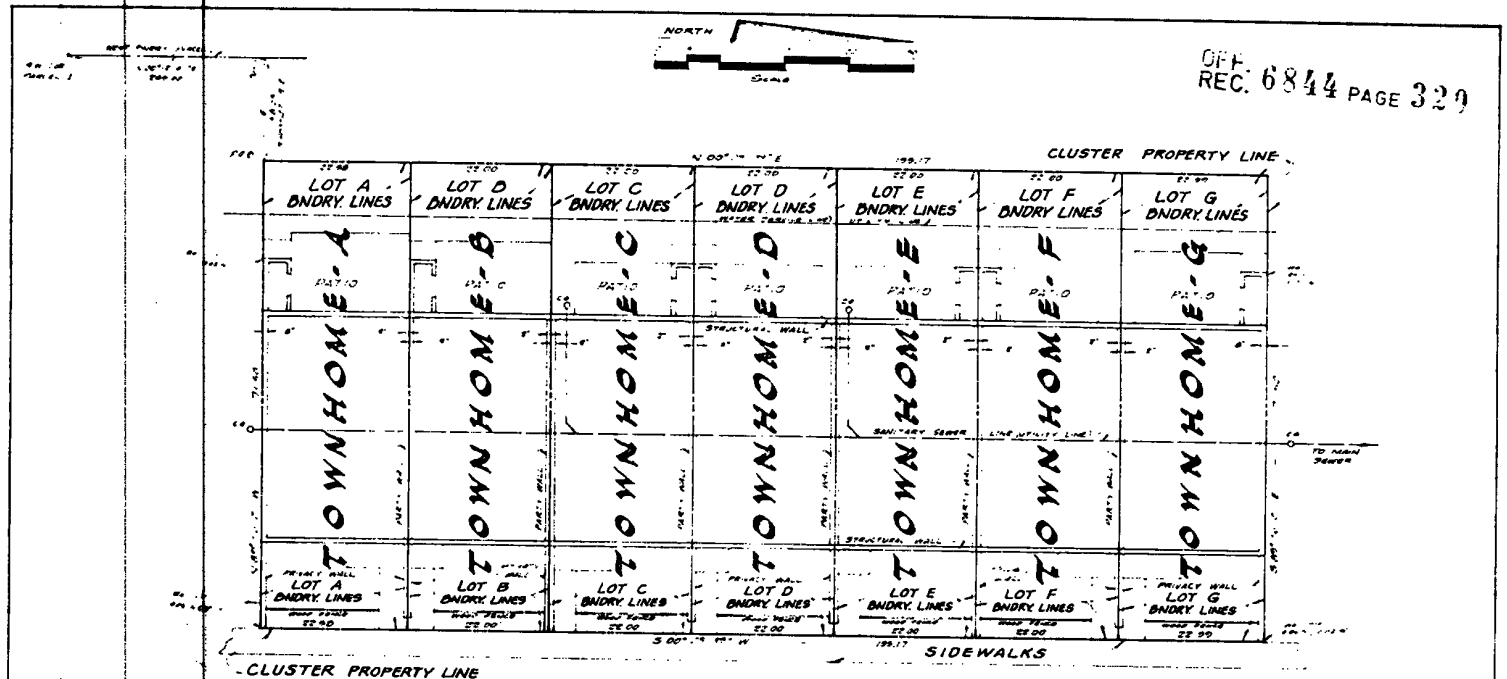
EXHIBIT A

OFF. REC. 6444 PAGE 319

KEITH & SCHNARS Land Surveying Sciences, P.A.

PAGE 210

OFF
REC. 6844 PAGE 329



CERTIFICATE:

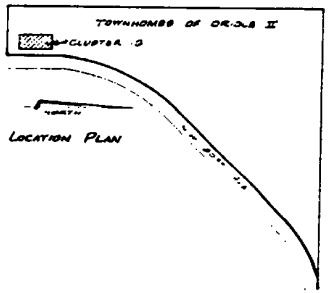
We hereby Certify that ... Florida Surveyor ... that the attached Exhibit B is true and correct to the best of our knowledge and belief as prepared by us in ACCORDANCE, ... we further Certify that this Exhibit B meets the minimum requirements adopted by the Florida Society of Professional Land Surveyors and the Florida Land Title Association.

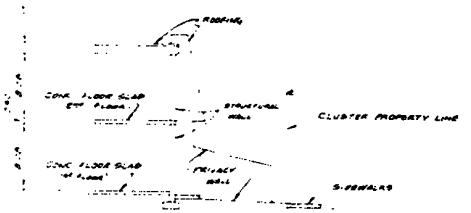
DATED:
December 1, 1978.

KEITH and SCHNARS,
LAND SURVEYING SCIENCES, P.A.

BY: ...
Professional Land Surveyor
Florida State Registration No. ...

NOTE:
C.O. - Indicates sewer clean-out.





SECTION AT
ENTRANCE COURT

EXHIBIT B
TO DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR
CLUSTER 16
OF THE TOWNHOMES OF ORIOLE II

KEITH and SCHNARS, Land Surveying Sciences, P.A.
... Florida

Date: Dec 9, 1978
Scale: Graphic
Sheet: 1 of 1
Dwg. No. 1632 B

EXHIBIT B

DRAFT

EXHIBIT C

WARRANTY DEED

THIS INDENTURE, made this day of , 19 , between ORIOLE HOMES CORP., a Florida corporation, hereinafter referred to as "Grantor" and

whose post office address is

State of , hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof which is a Townhome also described as follows: The Townhome known as Townhome of Cluster 16 of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster 16, of The Townhomes of Oriole, recorded in Official Records Book , Pages through of the Public Records of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforedescribed Declaration of Cluster Covenants; in the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records, Book 6381, Page 623 of the Public Records of Broward County, Florida; and in the Declaration Supplement for The Townhomes of Oriole II recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida. The aforementioned Declaration of Cluster Covenants, Declaration of Covenants, Restrictions and Easements, and Declaration Supplement provide for certain land use covenants upon the "Residential Property", "Recreation Area" and "Open Areas" as these land areas are described therein and provide that a portion of the taxes, insurance and other maintenance and monetary obligations referred to therein shall be an Association Expense assessed against the Townhome, as its "Individual Townhome Assessment." Grantee expressly acknowledges and assumes the obligation to pay its "Individual Townhome Assessment" and all other Association Expenses or special assessments applicable to the Cluster Property in which the Townhome is located and/or assessed against the Townhome.

OFF. REC. 6844 PAGE 321

PAGE 321

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19 and subsequent years;

2. Applicable zoning regulations and ordinances;

3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, and the Declaration Supplement for The Townhomes of Oriole II, and any supplements thereto and amendments thereof;

4. All covenants, conditions, restrictions, and easements of record, if any, which may now affect the aforedescribed property;

5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 16 of The Townhomes of Oriole and any amendments thereof;

6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement or improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, Sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

By:

Attest:

(SEAL)

Accepted Grantee:

(SEAL)

OFF. REC. 6744 PAGE 332

PAGE 332

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, the _____ and _____, respectively, of ORIOLE HOMES CORP., to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1976.

Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1976.

Notary Public

My Commission Expires:

OFF. REC. 6844 PAGE 323

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 16 shall be allocated a 1/7th share of the Cluster Expenses assessed against Cluster 16.

OFF. REC. 6844 PAGE 324

PAGE 324

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 17
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 17 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 17 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 9-th day of January, 1977 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 17 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 17"), and has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6581, Page 625 of the Public Records of Broward County, Florida, and the Declaration Supplement for the Townhomes of Oriole II (the "Supplement") recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration and Supplement call for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration and Supplement); and

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 17 Building", referred to herein for brevity as the "Cluster Building") is now

REC. 6693 PAGE 802

PAGE 802

"Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire to subject the Cluster Property, the "Townhomes" thereon and the "Cluster I" Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the benefits and burdens hereinafter set forth, the Developer hereby declares that the Cluster Property shall be owned, held, transferred, sold, conveyed, demised, and occupied subject to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens as set forth in the Declaration and Supplement and herein.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Cluster Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "The Townhomes of Oriole" means the multi-phased residential community planned for development upon the Townhomes of Oriole Land as described in the Declaration and includes the "Townhomes of Oriole I" and the "Townhomes of Oriole II" and all improvements now or hereafter located thereon, (as those terms are hereinafter defined).

2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan ("The Townhomes I Plan") has been established by Developer and set forth in the Declaration. The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is declared in the Declaration to be "Resi-

OFF. REC. 6893 PAGE 803

PAGE 803

dential Property", "Open Areas" and the "Recreation Area", as those terms are hereinafter defined.

5. "The Townhomes of Oriole II" means the second and final multi-phased portion of the Townhomes of Oriole for which a land use plan ("the Townhomes II Plan") has been established by Developer and set forth in the Supplement. The Townhomes of Oriole II includes the land and improvements within the Townhomes of Oriole II Land which is declared in the Supplement to be "Residential Property" and "Open Areas" as those terms are hereinafter defined.

4. "Residential Property" means the Cluster Property.

5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

6. "Open Areas" means the real property particularly described in the legal description thereof attached to the Supplement as Exhibit C, including the "Roadways", "Parking Areas", "Sidewalks" and "Open Areas" as shown on the Townhomes II Plan.

7. "Recreation Area" means the real property and improvements located thereon as shown on the Townhomes I Plan and described in Exhibit D to the Declaration which are set aside for use by Townhome Owners as provided in the Declaration.

8. "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached Townhomes in a Cluster Building, detached homes, a single or multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

9. "Townhome Residence" means a Townhome on a particular

OFF. REC. 6893 PAGE 854

Lot on the Cluster Property and includes any and all improvements situate thereon.

10. "Townhome Owner" means the owner of a Townhome.

11. "Townhome Residence Owner" means the owner of a Townhome Residence. "Townhome Residence Owners" means the owners of all Townhome Residences in the Cluster Property.

12. "Residence" means the residential unit located upon a Lot within the Cluster Property.

13. "Lot" means the real property within the Cluster Property upon which a Residence is located and as shown on the "Graphic Description" hereinafter described.

14. "Board" means the Board of Directors of the Association.

15. "Townhomes Documents" means in the aggregate the Declaration, the Supplement, the Articles, the By-Laws, this and other Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-Laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for the Townhomes of Oriole recorded in the Official Records Book 6581, Page 625, of the Public Records of Broward County, Florida, and any amendments or modifications thereto.

19. "Supplement" means the Declaration Supplement for the Townhomes of Oriole II recorded in Official Records Book 6675, Page 771, of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

20. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and of the Supplement and includes the following:

OFF. REC. 6893 PAGE 8[illegible]

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas located on Townhomes of Oriole II Land or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement, or this Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration or Supplement and includes "Cluster Expenses" under this Cluster Declaration.

21. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

OFF. REC. 6893 PAGE 803

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration and Supplement as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration and of the Supplement.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as "Residential Property" in accordance with Article III of the Declaration and the Supplement, to be used, transferred, demised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration and Supplement, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto

OFF REC. 6893 PAGE 807

including the right of use of the Open Areas in the Townhomes of Oriole II Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and Supplement and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a Lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the Lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of Lot A and the Townhome Residence constructed thereon (as such Lot designations and Residences are shown on the Graphic Description) is henceforth legally described as follows:

> Townhome A of Cluster 17 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 17 recorded in Official Records Book _____, Page _____ of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

The ownership of a Lot, a Residence, the easement rights in Common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents (hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective Interest

OFF. REC. 6803 PAGE 803

or any of such Interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, features or parts which are structural elements of the Cluster Property or of more than one Residence thereon (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".

3. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the Lot lines between Residences. All of the foregoing are collectively referred to as "Siding".

4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one

OFF. REC. 6893 PAGE 809

Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot lines and all foundational and support structures (hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Areas and Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and Supplement and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner may in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(a) Responsibilities of Townhome Residence Owners:

(1) Each Townhome Residence Owner shall

OFF. REC. 6893 PAGE 811

RUDER, BARNETT, McCLOSKY, SCHUSTER & SCHNEIDER, ATTORNEYS AT LAW, 880 N. [illegible] AVENUE, FORT LAUDERDALE, FLORIDA

maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the exterior appearance of his Townhome Residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or varnishing of any outside or exterior portion or surfaces of his Townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

OFF. REC. 6893 PAGE 811

(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding any Townhome Residence other than a Townhome Residence in the Cluster Building.

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.

(2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, impairs,

OFF. REC. 6893 PAGE 812

or may impair the easement rights of other Townhome Residence Owners or maintenance obligations therein) the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.

(3) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents.

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of the parties and Cluster Property as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements: An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

OFF REC. 6893 PAGE 813

RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHNEIDER, ATTORNEYS AT LAW, 500 N. E. 3RD AVENUE, FORT LAUDERDALE, FLORIDA

2. Rights-of-Way: An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. Easement for Encroachment: An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Townhome Residence Owners or their designees.

4. Structural Cross Easements: Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of each of the Association, Townhome Residence Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhome Residences and Common Structural Elements within the Cluster Property.

5. Right of Association to Enter upon Cluster Property: An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Cluster Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhomes Documents including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Townhome Residence Owners.

OFF. REC. 6893 PAGE 814

6. An easement for ingress and egress in favor of Developer and its designees in conjunction with its development, marketing and sale of Townhome Residences.

7. Assignments: The easements reserved hereunder unto the Association may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Developer. The Townhome Residence Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Cluster Property or portions thereof in accordance with or to complement the provisions of the Declaration or this Cluster Declaration.

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

1. As provided in the Declaration, Supplement and By-Laws, the Association by its Board, shall prepare a budget of the estimated Association Expenses, which include Recreation Area Expenses, Open Area Expenses and Residential Property Expenses including the "Cluster Expenses" as hereinafter described. The Recreation Area Expenses and Open Area Expenses shall be allocated and assessed amongst the appropriate "Contributing Townhomes" as provided in the Declaration and Supplement. The Cluster Expenses shall be allocated and assessed against each Townhome Residence exclusively, with each Townhome Residence to be assessed a percentage share thereof as set forth in Exhibit D hereto, and which allocated sum shall be assessed as part of the "Annual Townhome Assessment" for such Townhome Residence as defined in the Declaration.

OFF. REC. 6893 PAGE 8

2. In the instance where a Residential Property Expense of the Residential Structure subject to this Cluster Declaration arises in connection with a Residential Structure or Structures located in any other Cluster, such as any utilities for which a single meter governs more than one Residential Structure, the Board shall allocate a portion thereof to this Cluster, taking into consideration the number of Townhomes in each of the Residential Structures incurring such expenses in order to attempt to provide a uniform Annual Townhome Assessment, subject, however, to any expenses occasioned by or for a particular Townhome or Residential Structure which the Board determines should be allocated specifically thereto.

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

The following expenses are specifically declared to be Cluster Expenses which the Association is obligated to collect in the manner provided in this Cluster Declaration, and all of the Townhome Residence Owners are obligated to pay upon assessment. The specification of the following expenses shall in no way limit the meaning of Cluster Expenses or the type or amount of expenses which the Association may incur for which the Townhome Residences and owners thereof will be subject to assessment.

1. Taxes

In the event that any taxing authority having

ORB REC. 6893 PAGE 815

PAGE 816

jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any such tax shall be included, if possible, in the estimated annual Association Expense Budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

All charges levied for utilities providing services for the Cluster Property which are not metered to individual Townhome Residences, whether supplied by a private firm or public utility, including any and all such charges for water, gas, electricity, sewer, and any other type of utility or service charge.

3. Insurance

The premiums on any policy or policies of insurance required under Article IX hereof together with the costs of such other policies of insurance as the Board, with the consent of the Townhome Residence Owners at any meeting

OFF. REC. 6893 PAGE 847

PAGE 847

thereof, shall determine to be in the best interests of the Cluster Property.

4. Reconstruction of Buildings or Improvements

Any sums necessary to repair, replace, construct or reconstruct any and all buildings or improvements on the Cluster Property damaged by fire, windstorm or other casualty not covered in whole or in part by insurance.

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V B. 1. (b) hereinabove in a manner consistent with the development of The Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Cluster Declaration or in curing any default, violation, or failure to perform or abide by such covenants, restrictions, terms and conditions.

7. Operational Expenses

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Cluster Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of the Cluster Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Cluster Expenses hereunder.

OFF. REC. 6893 PAGE 815

PAGE 810

8. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Cluster Property, or any part thereof, not herein specifically enumerated and which is determined to be an item of Cluster Expenses by the Association.

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and of the Supplement and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

Each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration) which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owners obtaining same. If, however, any Institutional Mortgagee having a lien upon the Cluster Property or any portion thereof, shall so require the Association shall purchase the following coverage:

A. Public Liability Insurance

Comprehensive policies of public liability insurance covering all of the Common Structural Elements. The insurance purchased shall contain (1) a "Severability of Interest Endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Townhome Residence Owner because of the negligent acts of the Association or other

OFF. REC. 6893 PAGE 843

Townhome Residence Owners; (ii) not less than $1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence; (iii) protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall be customarily covered with respect to improvements similar to the Building in construction, location and use.

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Denotation Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

I. A named insured under such policies shall be the Association, as trustee for the Townhome Residence

OFF. REC. 6893 PAGE 829

PAGE 830

Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named thereon, including Institutional Mortgagees holding mortgages within such Cluser Property or the "Servicers" (as defined in the Declaration); and

5. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Townhome Residence Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

6. All policies of insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (a) without the prior written approval of the Association and any Insurance Trustee or (b) when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party, or (c) any requirement of law.

7. All Institutional Mortgagees shall have the right to approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article IX.

OFF. REC. 6893 PAGE 824

PAGE 821

D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for the entire Townhomes of Oriole or portions thereof, provided that the coverages required hereunder are fulfilled.

ARTICLE X

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complies with the covenants, restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Residence Owner or Owners, and any "Institutional Mortgagee" (as defined in the Declaration) in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of such covenant or restriction or of the right of such party thereafter to enforce such covenant and restriction. The prevailing party in any such litigation shall be entitled to reasonable court costs and attorneys' fees at all trial and appellate levels.

OFF. REC. 6893 PAGE 822

PAGE 822

C. Subordination

The Association and all Townhome Residence Owners covenant that their respective interests in the Recreation Area and Open Areas shall be subordinated to the lien and encumbrance of any existing mortgages, any replacements thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon the Recreation Area or Open Areas. The Association is hereby authorized on behalf of all Townhome Owners to execute any such instruments as Developer shall require to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation solely of Developer and there shall be no obligation of the Association or any Townhome Residence Owner with respect to such payments.

D. Institutional Mortgagees

1. Lien Rights In the event any bona fide Institutional Mortgagee holding a first mortgage on a Townhome Residence obtains title to such Townhome Residence as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Cluster Expenses or other Association Expenses or assessments by the Association charged to such Townhome Residence or chargeable to the former Townhome Residence Owner of such Townhome Residence which became due prior to the acquisition of title of such Townhome Residence as a result of such foreclosure or deed in lieu of foreclosure unless such assessments were secured by a claim of lien filed of record amongst the Public Records of Broward County, Florida prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. The unpaid assessments, if any, shall be collectable from all of the Townhome Residence Owners including

OFF. REC. 6893 PAGE 823

PAGE 823

the acquirer of title to the Townhome Residence, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Townhome Residence Owners.

2. Amendments Notwithstanding any provision in this Cluster Declaration to the contrary, this Cluster Declaration cannot be amended in any manner which impairs or prejudices the rights or priorities of the Institutional Mortgagees without the prior written approval of such Institutional Mortgagees.

3. Notices Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such mortgagee on a Townhome Residence, the Association shall timely deliver to such mortgagee the following:

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Townhome Residence Owners of the self-management of such property;

(b) Written notice of any damage thereafter to a Townhome Residence, the cost of repair of which is estimated by the Association to be in excess of One Thousand ($1,000.00) Dollars;

(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for distribution to the owners of Townhome Residences; and

(d) Written notice of any material amendment or the abandonment or termination of this Cluster Declaration in accordance with the terms hereof.

E. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

OFF. REC. 6893 PAGE 824

PAGE 824

F. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants, restrictions, easements or terms and conditions of this Cluster Declaration or a reduction in the terms of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

H. Conflict

In the event of any conflict between the provisions of the Declaration or Supplement and this Cluster Declaration the provisions of the Declaration or Supplement shall prevail unless the Board, in its sole discretion determines that the resolution of the conflict shall not, in any event affect any property other than this Cluster Property, in which event the provisions of this Cluster Declaration shall prevail.

I. Amendment and Modification

The right to amend and modify this Cluster Declaration is hereby reserved unto Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed

OFF. REC. 6893 PAGE 825

PAGE 825

of record amongst the Public Records of Broward County, Florida, and further provided, however, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration. No amendment or modification which affects any rights or priorities of Institutional Mortgagees shall be effective unless approved in writing by such Institutional Mortgagee.

J. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhome Residences shall run with and bind the Cluster Property and inure to the benefit of Developer, the Association, Townhome Residence Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Townhome Residence Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration, upon which event this Cluster Declaration shall be terminated upon the recording of a instrument of termination signed by all such owners and Mortgagees. In the event this Cluster Declaration is terminated prior to the termination of the Declaration, the obligation to pay Association Expenses to the Association and the lien rights against the Townhome Residences as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Townhome Residence and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration the Townhome Residences shall remain obligated to repair, maintain and reconstruct the Townhome Residence and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article X.B herein.

OFF. REC. 6893 PAGE 825

PAGE 826

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 17 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

ORIOLE HOMES CORP.

By: _____

Attest: _____ (SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: _____

Attest: _____ (SEAL)

REC. 6893 PAGE 8[illegible]

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R.D. Levy and A. Nunez, the President and Assistant Secretary, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of January, 1977.

Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 5 1978
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R.D. Levy and A. Nunez, the President and Assistant Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of January, 1977.

Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 5 1978
BONDED THRU GENERAL INSURANCE UNDERWRITERS

OFF. REC. 6893 PAGE 829

PAGE 829

DESCRIPTION

THE TOWNHOMES OF CRIOLE II
RESIDENTIAL PROPERTY
CLUSTER 1

A portion of Parcel 1 of CRIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 81, Page 21, of the Public Records of Broward County, Florida, described as follows:
COMMENCE at the Southwest corner of said Parcel 1; thence North 01° 12' 47" East, along the West boundary of said Parcel 1, a distance of 430.17 feet; thence South 88° 47' 13" East, 22.00 feet to the Point of Beginning; thence North 01° 12' 47" East, 71.83 feet; thence South 88° 47' 13" East, 101.17 feet; thence South 01° 12' 47" West, 71.83 feet; thence North 88° 47' 13" West, 101.17 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

Prepared By:
Thomas F. Schnars, PLS
Dated: April, 1978.

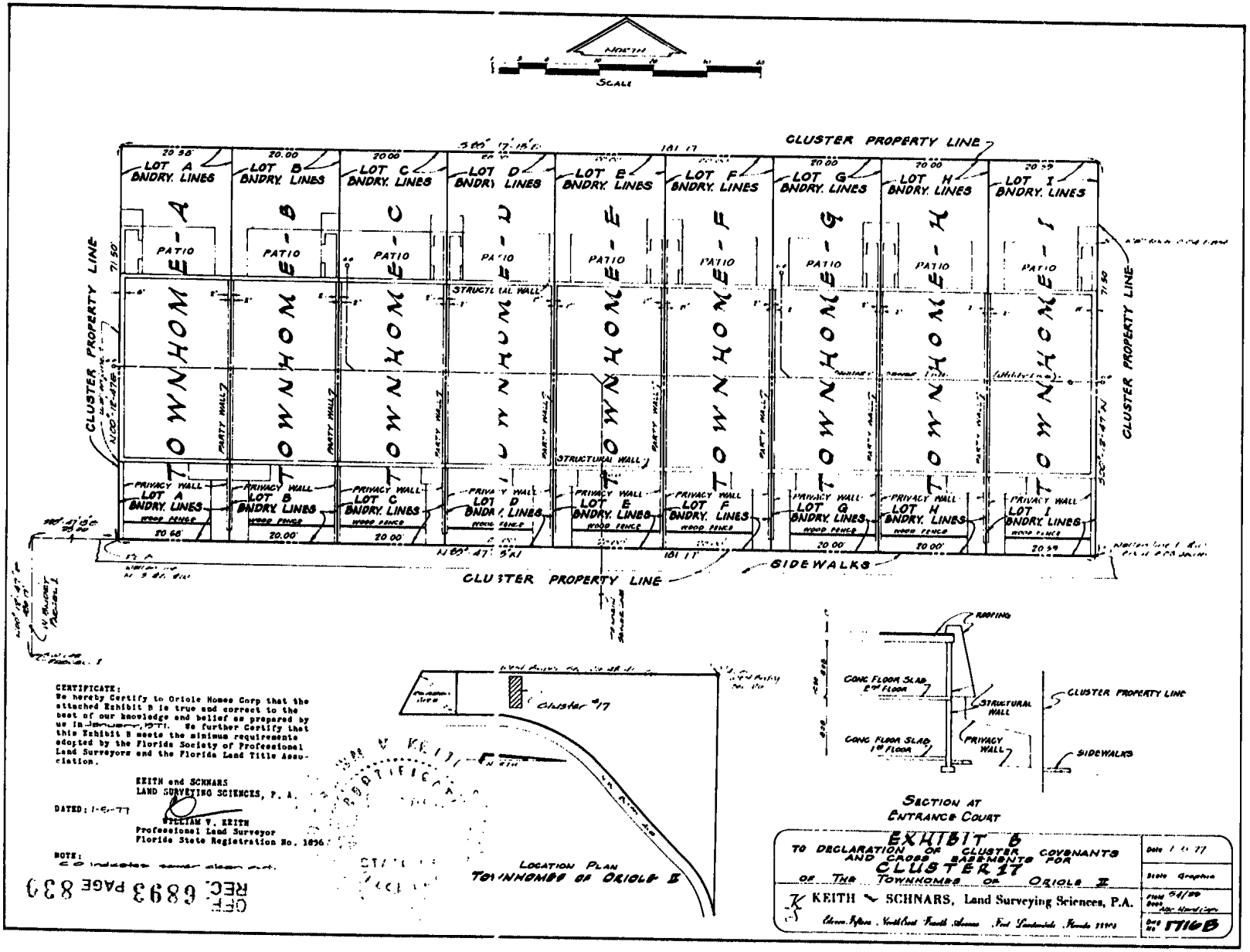
EXHIBIT A

KEITH & SCHNARS Land Surveying Sciences, P.A.

OFF. REC. 6893 PAGE 829

RUDEN, BARNETT, MCCLOSKY, SCHNEIDER, ATTORNEYS AT LAW, A PROFESSIONAL ASSOCIATION, FORT LAUDERDALE, FLORIDA

PAGE 829



CERTIFICATE:
We hereby Certify to Oriole Homes Corp that the attached Exhibit B is true and correct to the best of our knowledge and belief as prepared by us in January, 1977. We further Certify that this Exhibit B meets the minimum requirements adopted by the Florida Society of Professional Land Surveyors and the Florida Land Title Association.

KEITH and SCHNARS
LAND SURVEYING SCIENCES, P. A.

DATED: 1-6-77

WILLIAM V. KEITH
Professional Land Surveyor
Florida State Registration No. 1896

NOTE:

OFF. REC. 6893 PAGE 839

SECTION AT ENTRANCE COURT

EXHIBIT B

TO DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 17 OF THE TOWNHOMES OF ORIOLE II

KEITH ~ SCHNARS, Land Surveying Sciences, P.A.

Eleven Nylon, Northeast Fourth Avenue, Fort Lauderdale, Florida 33304

Date 1-6-77
Scale Graphic
Field 54/80
Book Misc. Hand Copy
Job No. 1116B

EXHIBIT C

FORM OF
WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19___, between ORIOLE HOMES CORP., a Florida corporation, hereinafter referred to as "Grantor" and _____

_____

whose post office address is _____

State of _____, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof which is a Townhome also described as follows: The Townhome known as Townhome _____ of Cluster 17 of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster 17, of The Townhomes of Oriole, recorded in Official Records Book ____, Pages ____ through ____ of the Public Records of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforedescribed Declaration of Cluster Covenants; in the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records, Book 6381, Page 623 of the Public Records of Broward County, Florida; and in the Declaration Supplement for The Townhomes of Oriole II recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida. The aforementioned Declaration of Cluster Covenants, Declaration of Covenants, Restrictions and Easements, and Declaration Supplement provide for certain land use covenants upon the "Residential Property", "Recreation Area" and "Open Areas" as these land areas are described therein and provide that a portion of the taxes, insurance and other maintenance and monetary obligations referred to therein shall be an Association Expense assessed against the Townhome, as its "Individual Townhome Assessment." Grantee expressly acknowledges and assumes the obligation to pay its "Individual Townhome Assessment" and all other Association Expenses or special assessments applicable to the Cluster Property in which the Townhome is located and/or assessed against the Townhome.

OFF. REC. 6893 PAGE 821

PAGE 821

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19___ and subsequent years;

2. Applicable zoning regulations and ordinances;

3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, and the Declaration Supplement for The Townhomes of Oriole II, and any supplements thereto and amendments thereof;

4. All covenants, conditions, restrictions, and easements of record, if any, which may now affect the aforedescribed property;

5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster I" of The Townhomes of Oriole and any amendments thereof;

6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement or improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, Sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

By: _____

_____ Attest: _____

(SEAL)

Accepted Grantee:

_____ _____

_____ _____

(SEAL)

OFF. REC. 6893 PAGE 832

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, the _____ and _____, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 197_.

_____
Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 197_.

_____
Notary Public

My Commission Expires:

OFF. REC. 6893 PAGE 823

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 17 shall be allocated a 11.11% share of the Cluster Expenses assessed against Cluster 17.

OFF. REC. 6893 PAGE 824

PAGE 824

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DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 20 OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 20 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 20 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 14th day of March, 1977 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 20 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 20") and has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 623 of the Public Records of Broward County, Florida, and the Declaration Supplement for the Townhomes of Oriole II (the "Supplement") recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration and Supplement call for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration and Supplement); and

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 20 Building", referred to herein for brevity as the "Cluster Building") is now

77 MAR 17 PM 12:21

OFF. REC. 6947 PAGE

THIS INSTRUMENT PREPARED BY

RETURN TO

MARK F. GRANT, ESQUIRE
RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER
P. O. BOX 7276
FORT LAUDERDALE, FLORIDA 33338

"Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 20 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the benefits and burdens hereinafter set forth, the Developer hereby declares that the Cluster Property shall be owned, held, transferred, sold, conveyed, demised, and occupied subject to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens as set forth in the Declaration and Supplement and herein.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Cluster Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "The Townhomes of Oriole" means the multi-phased residential community planned for development upon the Townhomes of Oriole Land as described in the Declaration and includes the "Townhomes of Oriole I" and the "Townhomes of Oriole II" and all improvements now or hereafter located thereon, (as those terms are hereinafter defined).

2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan ("The Townhomes I Plan") has been established by Developer and set forth in the Declaration. The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is declared in the Declaration to be "Resi-

OFF. REC. 6947 PAGE 2

dential Property", "Open Areas" and the "Recreation Area", as those terms are hereinafter defined.

3. "The Townhomes of Oriole II" means the second and final multi-phased portion of The Townhomes of Oriole for which a land use plan ("the Townhomes II Plan") has been established by Developer and set forth in the Supplement. The Townhomes of Oriole II includes the land and improvements within the Townhomes of Oriole II Land which is declared in the Supplement to be "Residential Property" and "Open Areas" as those terms are hereinafter defined.

4. "Residential Property" means the Cluster Property.

5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

6. "Open Areas" means the real property particularly described in the legal description thereof attached to the Supplement as Exhibit C, including the "Roadways", "Parking Areas", "Sidewalks" and "Open Areas" as shown on the Townhomes II Plan.

7. "Recreation Area" means the real property and improvements located thereon as shown on the Townhomes I Plan and described in Exhibit D to the Declaration which are set aside for use by Townhome Owners as provided in the Declaration.

8. "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached Townhomes in a Cluster Building, detached homes, a single or multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

9. "Townhome Residence" means a Townhome on a particular

OFF REC. 6947 PAGE 3

Lot on the Cluster Property and includes any and all improvements situate thereon.

10. "Townhome Owner" means the owner of a Townhome.

11. "Townhome Residence Owner" means the owner of a Townhome Residence. "Townhome Residence Owners" means the owners of all Townhome Residences in the Cluster Property.

12. "Residence" means the residential unit located upon a Lot within the Cluster Property.

13. "Lot" means the real property within the Cluster Property upon which a Residence is located and as shown on the "Graphic Description" hereinafter described.

14. "Board" means the Board of Directors of the Association.

15. "Townhomes Documents" means in the aggregate the Declaration, the Supplement, the Articles, the By-Laws, this and other Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-Laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in the Official Records Book 6381, Page 623, of the Public Records of Broward County, Florida, and any amendments or modifications thereto.

19. "Supplement" means the Declaration Supplement for the Townhomes of Oriole II recorded in Official Records Book 6675, Page 771, of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

20. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and of the Supplement and includes the following:

OFF. REC. 6947 PAGE 4

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas located on Townhomes of Oriole II Land or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement, or this Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration or Supplement and includes "Cluster Expenses" under this Cluster Declaration.

21. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

OFF. REC. 6947 PAGE 5

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration and Supplement as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration and of the Supplement.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as "Residential Property" in accordance with Article III of the Declaration and the Supplement, to be used, transferred, demised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration and Supplement, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY
AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto

OFF. REC. 6947 PAGE 6

including the right of use of the Open Areas in the Townhomes of Oriole II Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and Supplement and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a Lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the Lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of Lot A and the Townhome Residence constructed thereon (as such Lot designations and Residences are shown on the Graphic Description) is henceforth legally described as follows:

> Townhome A of Cluster 20 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 20 recorded in Official Records Book _____, Page _____ of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

The ownership of a Lot, a Residence, the easement rights in Common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents (hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective Interests

OFF. REC. 6947 PAGE 7

or any of such Interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, features or parts which are structural elements of the Cluster Property or of more than one Residence thereon (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".

3. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the Lot lines between Residences. All of the foregoing are collectively referred to as "Siding".

4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one

OFF REC. 6947 PAGE 5

Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot lines and all foundational and support structures (hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Areas and Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and Supplement and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner may in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(a) Responsibilities of Townhome Residence Owners:

(1) Each Townhome Residence Owner shall

OFF. REC. 6947 PAGE 9

RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 900 N. E. 26TH AVENUE, FORT LAUDERDALE, FLORIDA

maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the exterior appearance of his Townhome Residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or varnishing of any outside or exterior portion or surfaces of his Townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

OFF. REC. 6947 PAGE 10

(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding any Townhome Residence other than a Townhome Residence in the Cluster Building.

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.

(2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, impairs,

OFF. REC. 6947 PAGE 11

or may impair the easement rights of other Townhome Residence Owners or maintenance obligations therein) the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.

(3) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents.

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of the parties and Cluster Property as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements: An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

OFF. REC. 6947 PAGE 42

2. Rights-of-Way: An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. Easement for Encroachment: An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Townhome Residence Owners or their designees.

4. Structural Cross Easements: Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of each of the Association, Townhome Residence Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhome Residences and Common Structural Elements within the Cluster Property.

5. Right of Association to Enter upon Cluster Property: An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Cluster Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhomes Documents including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Townhome Residence Owners.

OFF. REC. 6947 PAGE 13

6. An easement for ingress and egress in favor of Developer and its designees in conjunction with its development, marketing and sale of Townhome Residences.

7. Assignments: The easements reserved hereunder unto the Association may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Developer. The Townhome Residence Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Cluster Property or portions thereof in accordance with or to complement the provisions of the Declaration or this Cluster Declaration.

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

1. As provided in the Declaration, Supplement and By-Laws, the Association by its Board, shall prepare a budget of the estimated Association Expenses, which include Recreation Area Expenses, Open Area Expenses and Residential Property Expenses including the "Cluster Expenses" as hereinafter described. The Recreation Area Expenses and Open Area Expenses shall be allocated and assessed amongst the appropriate "Contributing Townhomes" as provided in the Declaration and Supplement. The Cluster Expenses shall be allocated and assessed against each Townhome Residence exclusively, with each Townhome Residence to be assessed a percentage share thereof as set forth in Exhibit D hereto, and which allocated sum shall be assessed as part of the "Annual Townhome Assessment" for such Townhome Residence as defined in the Declaration.

OFF REC. 6947 PAGE 14

2. In the instance where a Residential Property Expense of the Residential Structure subject to this Cluster Declaration arises in connection with a Residential Structure or Structures located in any other Cluster, such as any utilities for which a single meter governs more than one Residential Structure, the Board shall allocate a portion thereof to this Cluster, taking into consideration the number of Townhomes in each of the Residential Structures incurring such expenses in order to attempt to provide a uniform Annual Townhome Assessment, subject, however, to any expenses occasioned by or for a particular Townhome or Residential Structure which the Board determines should be allocated specifically thereto.

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

The following expenses are specifically declared to be Cluster Expenses which the Association is obligated to collect in the manner provided in this Cluster Declaration, and all of the Townhome Residence Owners are obligated to pay upon assessment. The specification of the following expenses shall in no way limit the meaning of Cluster Expenses or the type or amount of expenses which the Association may incur for which the Townhome Residences and owners thereof will be subject to assessment.

1. Taxes

In the event that any taxing authority having

OFF. REC. 6947 PAGE 15

jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any such tax shall be included, if possible, in the estimated annual Association Expense budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

All charges levied for utilities providing services for the Cluster Property which are not metered to individual Townhome Residences, whether supplied by a private firm or public utility, including any and all such charges for water, gas, electricity, sewer, and any other type of utility or service charge.

3. Insurance

The premiums on any policy or policies of insurance required under Article IX hereof together with the costs of such other policies of insurance as the Board, with the consent of the Townhome Residence Owners at any meeting

OFF REC. 6947 PAGE 16

thereof, shall determine to be in the best interests of the Cluster Property.

4. Reconstruction of Buildings or Improvements

Any sums necessary to repair, replace, construct or reconstruct any and all buildings or improvements on the Cluster Property damaged by fire, windstorm or other casualty not covered in whole or in part by insurance.

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V B. 1. (b) hereinabove in a manner consistent with the development of The Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Cluster Declaration or in curing any default, violation, or failure to perform or abide by such covenants, restrictions, terms and conditions.

7. Operational Expenses

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Cluster Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of the Cluster Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Cluster Expenses hereunder.

OFF. REC. 6947 PAGE 17

8. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Cluster Property, or any part thereof, not herein specifically enumerated and which is determined to be an item of Cluster Expenses by the Association.

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and of the Supplement and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

Each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration) which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owners obtaining same. If, however, any Institutional Mortgagee having a lien upon the Cluster Property or any portion thereof, shall so require the Association shall purchase the following coverage:

A. Public Liability Insurance

Comprehensive policies of public liability insurance covering all of the Common Structural Elements. The insurance purchased shall contain (1) a "Severability of Interest Endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Townhome Residence Owner because of the negligent acts of the Association or other

OFF. REC. 6947 PAGE 15

Townhome Residence Owners; (ii) not less than $1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence; (iii) protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall be customarily covered with respect to improvements similar to the Building in construction, location and use.

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Denotation Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. A named insured under such policies shall be the Association, as trustee for the Townhome Residence

OFF. REC. 6947 PAGE 19

Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named thereon, including Institutional Mortgagees holding mortgages within such Cluser Property or the "Servicers" (as defined in the Declaration); and

5. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Townhome Residence Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

6. All policies of insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (a) without the prior written approval of the Association and any Insurance Trustee or (b) when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party, or (c) any requirement of law.

7. All Institutional Mortgagees shall have the right to approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article IX.

OFF. REC. 6 94 PAGE 29

D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for the entire Townhomes of Oriole or portions thereof, provided that the coverages required hereunder are fulfilled.

ARTICLE X

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complies with the covenants, restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Residence Owner or Owners, and any "Institutional Mortgagee" (as defined in the Declaration) in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of such covenant or restriction or of the right of such party thereafter to enforce such covenant and restriction. The prevailing party in any such litigation shall be entitled to reasonable court costs and attorneys' fees at all trial and appellate levels.

OFF. REC. 6947 PAGE 21

C. Subordination

The Association and all Townhome Residence Owners covenant that their respective interests in the Recreation Area and Open Areas shall be subordinated to the lien and encumbrance of any existing mortgages, any replacements thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon the Recreation Area or Open Areas. The Association is hereby authorized on behalf of all Townhome Owners to execute any such instruments as Developer shall require to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation solely of Developer and there shall be no obligation of the Association or any Townhome Residence Owner with respect to such payments.

D. Institutional Mortgagees

1. Lien Rights In the event any bona fide Institutional Mortgagee holding a first mortgage on a Townhome Residence obtains title to such Townhome Residence as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Cluster Expenses or other Association Expenses or assessments by the Association charged to such Townhome Residence or chargeable to the former Townhome Residence Owner of such Townhome Residence which became due prior to the acquisition of title of such Townhome Residence as a result of such foreclosure or deed in lieu of foreclosure unless such assessments were secured by a claim of lien filed of record amongst the Public Records of Broward County, Florida prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. The unpaid assessments, if any, shall be collectable from all of the Townhome Residence Owners including

OFF. REC. 6947 PAGE 22

the acquirer of title to the Townhome Residence, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Townhome Residence Owners.

2. Amendments Notwithstanding any provision in this Cluster Declaration to the contrary, this Cluster Declaration cannot be amended in any manner which impairs or prejudices the rights or priorities of the Institutional Mortgagees without the prior written approval of such Institutional Mortgagees.

3. Notices Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such mortgagee on a Townhome Residence, the Association shall timely deliver to such mortgagee the following:

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Townhome Residence Owners of the self-management of such property;

(b) Written notice of any damage thereafter to a Townhome Residence, the cost of repair of which is estimated by the Association to be in excess of One Thousand ($1,000.00) Dollars;

(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for distribution to the owners of Townhome Residences; and

(d) Written notice of any material amendment or the abandonment or termination of this Cluster Declaration in accordance with the terms hereof.

E. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

OFF. REC. 6947 PAGE 23

F. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants, restrictions, easements or terms and conditions of this Cluster Declaration or a reduction in the terms of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

H. Conflict

In the event of any conflict between the provisions of the Declaration or Supplement and this Cluster Declaration the provisions of the Declaration or Supplement shall prevail unless the Board, in its sole discretion determines that the resolution of the conflict shall not, in any event affect any property other than this Cluster Property, in which event the provisions of this Cluster Declaration shall prevail.

I. Amendment and Modification

The right to amend and modify this Cluster Declaration is hereby reserved unto Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed

OFF. REC. 6947 PAGE 24

of record amongst the Public Records of Broward County, Florida, and further provided, however, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration. No amendment or modification which affects any rights or priorities of Institutional Mortgagees shall be effective unless approved in writing by such Institutional Mortgagee.

J. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhome Residences shall run with and bind the Cluster Property and inure to the benefit of Developer, the Association, Townhome Residence Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Townhome Residence Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration, upon which event this Cluster Declaration shall be terminated upon the recording of a instrument of termination signed by all such owners and Mortgagees. In the event this Cluster Declaration is terminated prior to the termination of the Declaration, the obligation to pay Association Expenses to the Association and the lien rights against the Townhome Residences as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Townhome Residence and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration the Townhome Residences shall remain obligated to repair, maintain and reconstruct the Townhome Residence and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article X.B herein.

OFF REC. 6947 PAGE 25

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 20 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

ORIOLE HOMES CORP.

By: _____ President

Attest: _____ Assistant Secretary

(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: _____ President

Attest: _____ Secretary

(SEAL)

OFF. REC. 6947 PAGE 26

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. LEVY and A. NUNEZ, the President and Assistant Secretary, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of March, 1976.

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 11, 1978
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. LEVY and A. NUNEZ, the President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of March, 1976.

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 11, 1978
Bonded by American Fire & Casualty Co.

OFF. REC. 6947 PAGE 27

DESCRIPTION

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 20

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:
COMMENCE at the Northwest corner of said Parcel 1 (said corner also being the Northwest corner of the Southwest One Quarter (SW 1/4) of Section 26, Township 48 South, Range 41 East); thence South 00° 12' 47" West, along the West boundary of said Parcel 1, a distance of 703.71 feet; thence South 89° 47' 13" East, 14.00 feet to the Point of Beginning; thence continue South 89° 47' 13" East, 71.50 feet; thence South 00° 12' 47" West, 199.17 feet; thence North 89° 47' 13" West, 71.50 feet; thence North 00° 12' 47" East, 199.17 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

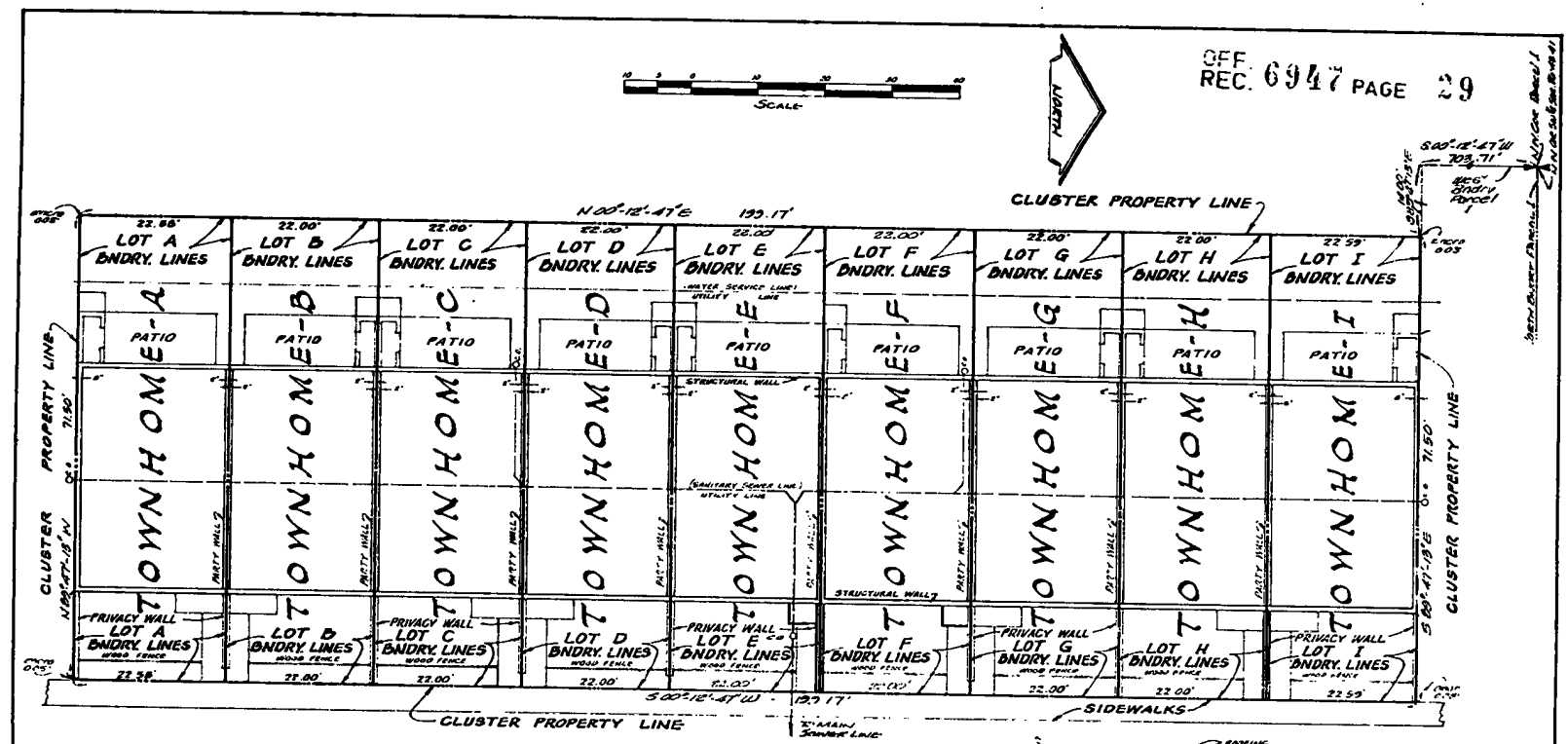
Prepared By:
Thomas F. Schnars, PLS
Dated: April, 1976.

EXHIBIT A

KEITH & SCHNARS Land Surveying Sciences, P.A.

OFF. REC. 6947 PAGE 29

OFF. REC. 6947 PAGE 29

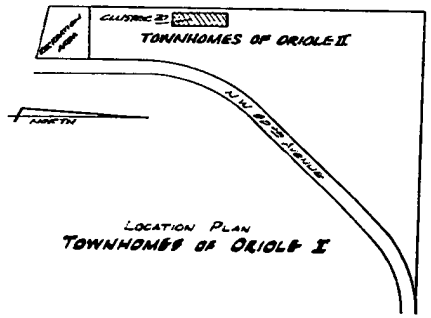


CERTIFICATE:
We hereby Certify to [illegible] Corp. that the attached Exhibit B is true and correct to the best of our knowledge and belief as prepared by us in February, 1977. We further Certify that this Exhibit B meets the minimum requirements adopted by the Florida Society of Professional Land Surveyors and the Florida Land Title Association.

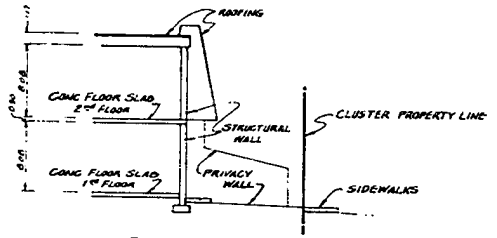
KEITH and SCHNARS
LAND SURVEYING SCIENCES, P. A.

WILLIAM V. KEITH
Professional Land Surveyor
Florida State Registration No. 1656

NOTE:
C. O indicates sewer cleanout.



LOCATION PLAN
TOWNHOMES OF ORIOLE II



SECTION AT ENTRANCE COURT

EXHIBIT B
TO DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 20 OF THE TOWNHOMES OF ORIOLE II

Date: Feb 22, 1977
Scale: Graphic
Field Book: 54/16
Drg. No.: 1977 B

KEITH and SCHNARS, Land Surveying Sciences, P.A.
Ocean Tower, Northland, Fourth Avenue, Fort Lauderdale, Florida 33316

EXHIBIT C

FORM OF

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19___, between ORIOLE HOMES CORP., a Florida corporation, hereinafter referred to as "Grantor" and _____

_____

whose post office address is _____

State of _____, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof which is a Townhome also described as follows: The Townhome known as Townhome _____ of Cluster 20 of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster 20, of The Townhomes of Oriole, recorded in Official Records Book _____, Pages ____ through ____ of the Public Records of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforedescribed Declaration of Cluster Covenants; in the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records, Book 6381, Page 623 of the Public Records of Broward County, Florida; and in the Declaration Supplement for The Townhomes of Oriole II recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida. The aforementioned Declaration of Cluster Covenants, Declaration of Covenants, Restrictions and Easements, and Declaration Supplement provide for certain land use covenants upon the "Residential Property", "Recreation Area" and "Open Areas" as these land areas are described therein and provide that a portion of the taxes, insurance and other maintenance and monetary obligations referred to therein shall be an Association Expense assessed against the Townhome, as its "Individual Townhome Assessment." Grantee expressly acknowledges and assumes the obligation to pay its "Individual Townhome Assessment" and all other Association Expenses or special assessments applicable to the Cluster Property in which the Townhome is located and/or assessed against the Townhome.

OFF REC 6947 PAGE 39

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19___ and subsequent years;

2. Applicable zoning regulations and ordinances;

3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole and in Supplements or Amendments thereto;

4. All covenants, conditions, restrictions, and easements of record, if any, which may now affect the aforedescribed property;

5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 20 of The Townhomes of Oriole and any amendments thereto;

6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement or improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, Sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

_____ By: _____

_____ Attest: _____

(SEAL)

Accepted Grantee:

_____ _____

_____ _____

(SEAL)

OFF. REC. 6947 PAGE 31

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, the _____ and _____, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1977.

_____
Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1977.

_____
Notary Public

My Commission Expires:

OFF. REC. 6967 PAGE 32

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 20 shall be allocated a 11.11% share of the Cluster Expenses assessed against Cluster 20.

OFF REC 6947 PAGE 33

77-199882

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 22
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 22 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 22 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 19th day of August, 1977 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 22 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 22") and has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 623 of the Public Records of Broward County, Florida, and the Declaration Supplement for the Townhomes of Oriole II (the "Supplement") recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration and Supplement call for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration and Supplement); and

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 22 Building", referred to herein for brevity as the "Cluster Building") is now

OFF. REC. 7193 PAGE 83

THIS INSTRUMENT PREPARED BY
RETURN TO
MARK F. GRANT, ESQUIRE
RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER
P. O. BOX 7276
FORT LAUDERDALE, FLORIDA 33338

PAGE 83

"Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 22 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the benefits and burdens hereinafter set forth, the Developer hereby declares that the Cluster Property shall be owned, held, transferred, sold, conveyed, demised, and occupied subject to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens as set forth in the Declaration and Supplement and herein.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Cluster Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "The Townhomes of Oriole" means the multi-phased residential community planned for development upon the Townhomes of Oriole Land as described in the Declaration and includes the "Townhomes of Oriole I" and the "Townhomes of Oriole II" and all improvements now or hereafter located thereon, (as those terms are hereinafter defined).

2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan ("The Townhomes I Plan") has been established by Developer and set forth in the Declaration. The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is declared in the Declaration to be "Resi-

OFF. REC. 7193 PAGE 89

PAGE 89

dential Property", "Open Areas" and the "Recreation Area", as those terms are hereinafter defined.

3. "The Townhomes of Oriole II" means the second and final multi-phased portion of The Townhomes of Oriole for which a land use plan ("the Townhomes II Plan") has been established by Developer and set forth in the Supplement. The Townhomes of Oriole II includes the land and improvements within the Townhomes of Oriole II Land which is declared in the Supplement to be "Residential Property" and "Open Areas" as those terms are hereinafter defined.

4. "Residential Property" means the Cluster Property.

5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

6. "Open Areas" means the real property particularly described in the legal description thereof attached to the Supplement as Exhibit C, including the "Roadways", "Parking Areas", "Sidewalks" and "Open Areas" as shown on the Townhomes II Plan.

7. "Recreation Area" means the real property and improvements located thereon as shown on the Townhomes I Plan and described in Exhibit D to the Declaration which are set aside for use by Townhome Owners as provided in the Declaration.

8. "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached Townhomes in a Cluster Building, detached homes, a single or multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

9. "Townhome Residence" means a Townhome on a particular

OFF. REC. 7193 PAGE 90

PAGE 90

Lot on the Cluster Property and includes any and all improvements situate thereon.

10. "Townhome Owner" means the owner of a Townhome.

11. "Townhome Residence Owner" means the owner of a Townhome Residence. "Townhome Residence Owners" means the owners of all Townhome Residences in the Cluster Property.

12. "Residence" means the residential unit located upon a Lot within the Cluster Property.

13. "Lot" means the real property within the Cluster Property upon which a Residence is located and as shown on the "Graphic Description" hereinafter described.

14. "Board" means the Board of Directors of the Association.

15. "Townhomes Documents" means in the aggregate the Declaration, the Supplement, the Articles, the By-Laws, this and other Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-Laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in the Official Records Book 6381, Page 623, of the Public Records of Broward County, Florida, and any amendments or modifications thereto.

19. "Supplement" means the Declaration Supplement for the Townhomes of Oriole II recorded in Official Records Book 6675, Page 771, of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

20. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and of the Supplement and includes the following:

OFF REC. 7193 PAGE 91

PAGE 91

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas located on Townhomes of Oriole II Land or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement, or this Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration or Supplement and includes "Cluster Expenses" under this Cluster Declaration.

21. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

OFF. REC. 7193 PAGE 92

PAGE 92

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration and Supplement as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration and of the Supplement.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as "Residential Property" in accordance with Article III of the Declaration and the Supplement, to be used, transferred, demised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration and Supplement, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY
AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto

OFF. REC. 7193 PAGE 93

PAGE 93

including the right of use of the Open Areas in the Townhomes of Oriole II Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and Supplement and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a Lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the Lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of Lot A and the Townhome Residence constructed thereon (as such Lot designations and Residences are shown on the Graphic Description) is henceforth legally described as follows:

> Townhome A of Cluster 22 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 22 of the Townhomes of Oriole II recorded in Official Records Book ____, Page ____ of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

The ownership of a Lot, a Residence, the easement rights in Common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents (hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective Interests

OFF. REC. 7193 PAGE 94

PAGE 94

or any of such Interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, features or parts which are structural elements of the Cluster Property or of more than one Residence thereon (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".

3. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the Lot lines between Residences. All of the foregoing are collectively referred to as "Siding".

4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one

OFF. REC. 7193 PAGE 95

PAGE OF

Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot lines and all foundational and support structures (hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Areas and Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and Supplement and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner may in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(a) Responsibilities of Townhome Residence Owners:

(1) Each Townhome Residence Owner shall

OFF. REC. 7193 PAGE 93

PAGE 93

maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the exterior appearance of his Townhome Residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or varnishing of any outside or exterior portion or surfaces of his Townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

OFF. REC. 7193 PAGE 97

PAGE 07

(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding any Townhome Residence other than a Townhome Residence in the Cluster Building.

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.

(2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, impairs,

OFF. REC. 7193 PAGE 93

PAGE 93

or may impair the easement rights of other Townhome Residence Owners or maintenance obligations therein) the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.

(5) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents.

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of the parties and Cluster Property as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements: An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

OFF. REC. 7193 PAGE 93

PAGE 00

2. Rights-of-Way: An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. Easement for Encroachment: An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Townhome Residence Owners or their designees.

4. Structural Cross Easements: Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of each of the Association, Townhome Residence Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhome Residences and Common Structural Elements within the Cluster Property.

5. Right of Association to Enter upon Cluster Property: An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Cluster Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhomes Documents including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Townhome Residence Owners.

OFF. REC. 7193 PAGE 100

PAGE 100

6. An easement for ingress and egress in favor of Developer and its designees in conjunction with its development, marketing and sale of Townhome Residences.

7. Assignments: The easements reserved hereunder unto the Association may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Developer. The Townhome Residence Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Cluster Property or portions thereof in accordance with or to complement the provisions of the Declaration or this Cluster Declaration.

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

1. As provided in the Declaration, Supplement and By-Laws, the Association by its Board, shall prepare a budget of the estimated Association Expenses, which include Recreation Area Expenses, Open Area Expenses and Residential Property Expenses including the "Cluster Expenses" as hereinafter described. The Recreation Area Expenses and Open Area Expenses shall be allocated and assessed amongst the appropriate "Contributing Townhomes" as provided in the Declaration and Supplement. The Cluster Expenses shall be allocated and assessed against each Townhome Residence exclusively, with each Townhome Residence to be assessed a percentage share thereof as set forth in Exhibit D hereto, and which allocated sum shall be assessed as part of the "Annual Townhome Assessment" for such Townhome Residence as defined in the Declaration.

OFF. REC. 7193 PAGE 101

PAGE 101

2. In the instance where a Residential Property Expense of the Residential Structure subject to this Cluster Declaration arises in connection with a Residential Structure or Structures located in any other Cluster, such as any utilities for which a single meter governs more than one Residential Structure, the Board shall allocate a portion thereof to this Cluster, taking into consideration the number of Townhomes in each of the Residential Structures incurring such expenses in order to attempt to provide a uniform Annual Townhome Assessment, subject, however, to any expenses occasioned by or for a particular Townhome or Residential Structure which the Board determines should be allocated specifically thereto.

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

The following expenses are specifically declared to be Cluster Expenses which the Association is obligated to collect in the manner provided in this Cluster Declaration, and all of the Townhome Residence Owners are obligated to pay upon assessment. The specification of the following expenses shall in no way limit the meaning of Cluster Expenses or the type or amount of expenses which the Association may incur for which the Townhome Residences and owners thereof will be subject to assessment.

1. Taxes

In the event that any taxing authority having

OFF. REC. 7193 PAGE 192

PAGE 192

jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any such tax shall be included, if possible, in the estimated annual Association Expense budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

All charges levied for utilities providing services for the Cluster Property which are not metered to individual Townhome Residences, whether supplied by a private firm or public utility, including any and all such charges for water, gas, electricity, sewer, and any other type of utility or service charge.

3. Insurance

The premiums on any policy or policies of insurance required under Article IX hereof together with the costs of such other policies of insurance as the Board, with the consent of the Townhome Residence Owners at any meeting

OFF. REC. 7193 PAGE 103

PAGE 103

thereof, shall determine to be in the best interests of the Cluster Property.

4. Reconstruction of Buildings or Improvements

Any sums necessary to repair, replace, construct or reconstruct any and all buildings or improvements on the Cluster Property damaged by fire, windstorm or other casualty not covered in whole or in part by insurance.

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V B. 1. (b) hereinabove in a manner consistent with the development of The Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Cluster Declaration or in curing any default, violation, or failure to perform or abide by such covenants, restrictions, terms and conditions.

7. Operational Expenses

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Cluster Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of the Cluster Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Cluster Expenses hereunder.

OFF. REC. 7193 PAGE 104

PAGE 104

8. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Cluster Property, or any part thereof, not herein specifically enumerated and which is determined to be an item of Cluster Expenses by the Association.

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and of the Supplement and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

Each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration) which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owners obtaining same. If, however, any Institutional Mortgagee having a lien upon the Cluster Property or any portion thereof, shall so require the Association shall purchase the following coverage:

A. Public Liability Insurance

Comprehensive policies of public liability insurance covering all of the Common Structural Elements. The insurance purchased shall contain (1) a "Severability of Interest Endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Townhome Residence Owner because of the negligent acts of the Association or other

OFF REC. 7193 PAGE 105

PAGE 1 OF

Townhome Residence Owners; (ii) not less than $1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence; (iii) protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall be customarily covered with respect to improvements similar to the Building in construction, location and use.

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Denotation Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. A named insured under such policies shall be the Association, as trustee for the Townhome Residence

O.R.
REC. 7193 PAGE 106

PAGE 106

Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named thereon, including Institutional Mortgagees holding mortgages within such Cluser Property or the "Servicers" (as defined in the Declaration); and

5. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Townhome Residence Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

6. All policies of insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (a) without the prior written approval of the Association and any Insurance Trustee or (b) when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party, or (c) any requirement of la

7. All Institutional Mortgagees shall have the right t approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article IX.

OFF REC 7193 PAGE 107

PAGE 107

D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for the entire Townhomes of Oriole or portions thereof, provided that the coverages required hereunder are fulfilled.

ARTICLE X

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complies with the covenants, restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Residence Owner or Owners, and any "Institutional Mortgagee" (as defined in the Declaration) in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of such covenant or restriction or of the right of such party thereafter to enforce such covenant and restriction. The prevailing party in any such litigation shall be entitled to reasonable court costs and attorneys' fees at all trial and appellate levels.

OFF. REC. 7193 PAGE 103

PAGE 103

C. Subordination

The Association and all Townhome Residence Owners covenant that their respective interests in the Recreation Area and Open Areas shall be subordinated to the lien and encumbrance of any existing mortgages, any replacements thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon the Recreation Area or Open Areas. The Association is hereby authorized on behalf of all Townhome Owners to execute any such instruments as Developer shall require to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation solely of Developer and there shall be no obligation of the Association or any Townhome Residence Owner with respect to such payments.

D. Institutional Mortgagees

1. Lien Rights In the event any bona fide Institutional Mortgagee holding a first mortgage on a Townhome Residence obtains title to such Townhome Residence as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Cluster Expenses or other Association Expenses or assessments by the Association charged to such Townhome Residence or chargeable to the former Townhome Residence Owner of such Townhome Residence which became due prior to the acquisition of title of such Townhome Residence as a result of such foreclosure or deed in lieu of foreclosure unless such assessments were secured by a claim of lien filed of record amongst the Public Records of Broward County, Florida prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. The unpaid assessments, if any, shall be collectable from all of the Townhome Residence Owners including

OFF. REC. 7193 PAGE 109

PAGE 109

the acquirer of title to the Townhome Residence, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Townhome Residence Owners.

2. Amendments Notwithstanding any provision in this Cluster Declaration to the contrary, this Cluster Declaration cannot be amended in any manner which impairs or prejudices the rights or priorities of the Institutional Mortgagees without the prior written approval of such Institutional Mortgagees.

3. Notices Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such mortgagee on a Townhome Residence, the Association shall timely deliver to such mortgagee the following:

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Townhome Residence Owners of the self-management of such property;

(b) Written notice of any damage thereafter to a Townhome Residence, the cost of repair of which is estimated by the Association to be in excess of One Thousand ($1,000.00) Dollars;

(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for distribution to the owners of Townhome Residences; and

(d) Written notice of any material amendment or the abandonment or termination of this Cluster Declaration in accordance with the terms hereof.

E. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

OFF. REC. 7193 PAGE 110

PAGE 110

F. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants, restrictions, easements or terms and conditions of this Cluster Declaration or a reduction in the terms of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

H. Conflict

In the event of any conflict between the provisions of the Declaration or Supplement and this Cluster Declaration the provisions of the Declaration or Supplement shall prevail unless the Board, in its sole discretion determines that the resolution of the conflict shall not, in any event affect any property other than this Cluster Property, in which event the provisions of this Cluster Declaration shall prevail.

I. Amendment and Modification

The right to amend and modify this Cluster Declaration is hereby reserved unto Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed

OFF. REC. 7193 PAGE 111

PAGE 111

of record amongst the Public Records of Broward County, Florida, and further provided, however, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration. No amendment or modification which affects any rights or priorities of Institutional Mortgagees shall be effective unless approved in writing by such Institutional Mortgagee.

J. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhome Residences shall run with and bind the Cluster Property and inure to the benefit of Developer, the Association, Townhome Residence Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Townhome Residence Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration, upon which event this Cluster Declaration shall be terminated upon the recording of a instrument of termination signed by all such owners and Mortgagees. In the event this Cluster Declaration is terminated prior to the termination of the Declaration, the obligation to pay Association Expenses to the Association and the lien rights against the Townhome Residences as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Townhome Residence and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration the Townhome Residences shall remain obligated to repair, maintain and reconstruct the Townhome Residence and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article X.B herein.

OFF. REC. 7193 PAGE 112

PAGE 112

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 22 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

Carol E. Glass

Jane C. Hurley

ORIOLE HOMES CORP.

By: Eugene H. Berns, Vice President

Attest: A. Nunez, Assistant Secretary

(SEAL)

Carol E. Glass

Mary E. Rowe

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: Eugene H. Berns, Vice President

Attest: A. Nunez, Secretary

(SEAL)

OFF. REC. 7193 PAGE 112

PAGE 112

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting Eugene H. Berns and Vice President, the Vice President and Assistant Sec., respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of August, 1977.

Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting Eugene H. Berns and A. Nunez, the Vice President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of August, 1977.

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 11, 1978
Bonded by American Fire & Casualty Co.

OFF. REC. 7193 PAGE 114

PAGE 114

DESCRIPTION

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 22

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:
COMMENCE at the Northwest corner of said Parcel 1 (said corner also being the Northwest corner of the Southwest One Quarter (SW 1/4) of Section 26, Township 48 South, Range 41 East); thence South 00° 12' 47" West, along the West boundary of said Parcel 1, a distance of 477.54 feet; thence South 89° 47' 13" East, 14.00 feet to the Point of Beginning; thence continue South 89° 47' 13" East, 71.50 feet; thence South 00° 12' 47" West, 201.17 feet; thence North 89° 47' 13" West, 71.50 feet; thence North 00° 12' 47" East, 201.17 feet to the Point of Beginning.
Said lands lying in the City of Margate, Broward County, Florida.

Prepared By:
Thomas F. Schnars, PLS
Dated: September 28, 1976

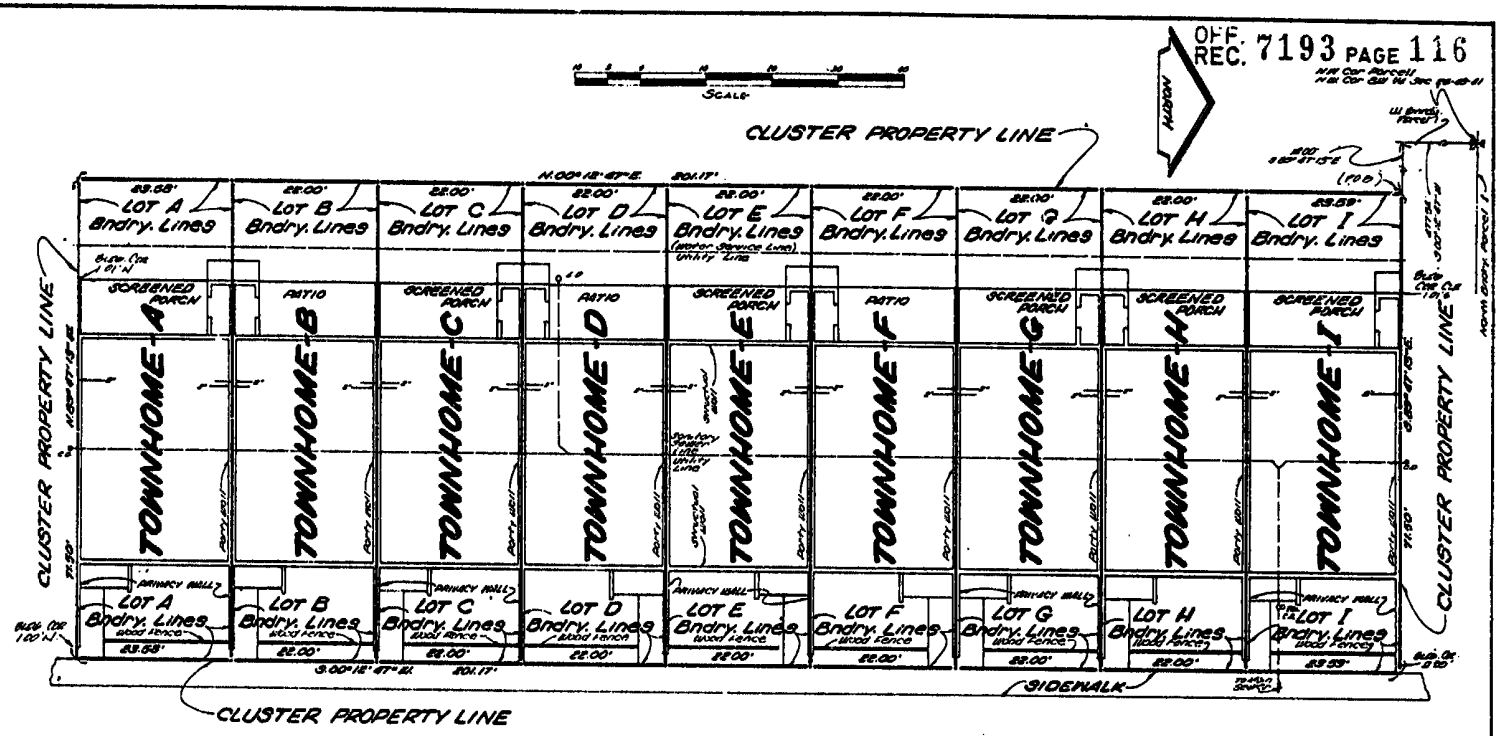
KEITH & SCHNARS Land Surveying Sciences, P.A.

OFF. REC. 7193 PAGE 115

EXHIBIT A

PAGE 115

OFF. REC. 7193 PAGE 116



CERTIFICATE:

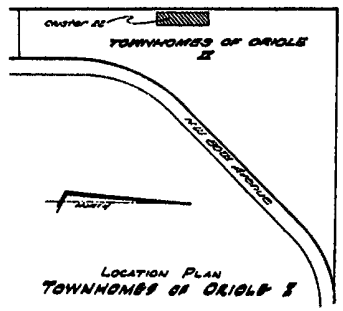
We hereby Certify to Oriole Homes Corp. that the attached Exhibit B is true and correct to the best of our knowledge and belief as prepared by us in August, 1977. We further Certify that this Exhibit B meets the minimum requirements adopted by the Florida Board of Professional Land Surveyors and the Florida Land Title Association.

KEITH and SCHNARS
LAND SURVEYING SCIENCES, P. A.

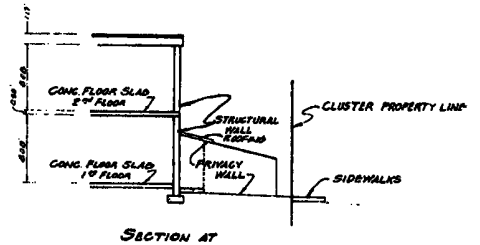
WILLIAM V. KEITH
Professional Land Surveyor
Florida State Registration No. 1956

DATED:
August 8, 1977

NOTE:
a.e. indicates sewer cleanout.



LOCATION PLAN
TOWNHOMES OF ORIOLE II



SECTION AT ENTRANCE COURT

EXHIBIT B
TO DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 22 OF THE TOWNHOMES OF ORIOLE II

Date: August 8, 1977
Scale: Graphic
Field Book: 61-20
Dwg. No.: 2017B

KEITH and SCHNARS, Land Surveying Sciences, P.A.
Eleven Fifteen, Northeast Fourth Avenue, Fort Lauderdale, Florida 33304

EXHIBIT C
FORM OF

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19___, between ORIOLE HOMES CORP., a Florida corporation, hereinafter referred to as "Grantor" and _____

_____

whose post office address is _____

State of _____, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof which is a Townhome also described as follows: The Townhome known as Townhome _____ of Cluster 22 of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster 22, of The Townhomes of Oriole II, recorded in Official Records Book ____, Pages ___ through ____ of the Public Records of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforedescribed Declaration of Cluster Covenants; in the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records, Book 6381, Page 623 of the Public Records of Broward County, Florida; and in the Declaration Supplement for The Townhomes of Oriole II recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida. The aforementioned Declaration of Cluster Covenants, Declaration of Covenants, Restrictions and Easements, and Declaration Supplement provide for certain land use covenants upon the "Residential Property", "Recreation Area" and "Open Areas" as these land areas are described therein and provide that a portion of the taxes, insurance and other maintenance and monetary obligations referred to therein shall be an Association Expense assessed against the Townhome, as its "Individual Townhome Assessment." Grantee expressly acknowledges and assumes the obligation to pay its "Individual Townhome Assessment" and all other Association Expenses or special assessments applicable to the Cluster Property in which the Townhome is located and/or assessed against the Townhome.

OFF. REC. 7193 PAGE 117

PAGE 117

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19___ and subsequent years;

2. Applicable zoning regulations and ordinances;

3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, and the Declaration Supplement for The Townhomes of Oriole II, and any supplements thereto and amendments thereof;

4. All covenants, conditions, restrictions, and easements of record, if any, which may now affect the aforedescribed property;

5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 22 of The Townhomes of Oriole II and any amendments thereof;

6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement of improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, Sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

_____ By: _____

_____ Attest: _____

(SEAL)

Accepted Grantee:

_____ _____

_____ _____

(SEAL)

OFF. REC. 7193 PAGE 113

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, the _____ and _____, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1977.

_____
Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1977.

_____
Notary Public

My Commission Expires:

OFF. REC. 7193 PAGE 119

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 22 shall be allocated a 11.11% share of the Cluster Expenses assessed against Cluster 22.

OFF. REC. 7193 PAGE 120

PAGE 120

78- 3365

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 24
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 24 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 24 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 3 day of [illegible], 1978 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 24 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 24") and has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 623 of the Public Records of Broward County, Florida, and the Declaration Supplement for the Townhomes of Oriole II (the "Supplement") recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration and Supplement call for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration and Supplement); and

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 24 Building", referred to herein for brevity as the "Cluster Building") is now

PREPARED BY
RETURN TO
MARK F. GRANT
RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

"Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 24 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the benefits and burdens hereinafter set forth, the Developer hereby declares that the Cluster Property shall be owned, held, transferred, sold, conveyed, demised, and occupied subject to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens as set forth in the Declaration and Supplement and herein.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Cluster Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "The Townhomes of Oriole" means the multi-phased residential community planned for development upon the Townhomes of Oriole Land as described in the Declaration and includes the "Townhomes of Oriole I" and the "Townhomes of Oriole II" and all improvements now or hereafter located thereon, (as those terms are hereinafter defined).

2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan ("The Townhomes I Plan") has been established by Developer and set forth in the Declaration. The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is declared in the Declaration to be "Resi-

OFF. REC. 13617 PAGE 64

dential Property", "Open Areas" and the "Recreation Area", as those terms are hereinafter defined.

3. "The Townhomes of Oriole II" means the second and final multi-phased portion of The Townhomes of Oriole for which a land use plan ("the Townhomes II Plan") has been established by Developer and set forth in the Supplement. The Townhomes of Oriole II includes the land and improvements within the Townhomes of Oriole II Land which is declared in the Supplement to be "Residential Property" and "Open Areas" as those terms are hereinafter defined.

4. "Residential Property" means the Cluster Property.

5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

6. "Open Areas" means the real property particularly described in the legal description thereof attached to the Supplement as Exhibit C, including the "Roadways", "Parking Areas", "Sidewalks" and "Open Areas" as shown on the Townhomes II Plan.

7. "Recreation Area" means the real property and improvements located thereon as shown on the Townhomes I Plan and described in Exhibit D to the Declaration which are set aside for use by Townhome Owners as provided in the Declaration.

8. "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached Townhomes in a Cluster Building, detached homes, a single or multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

9. "Townhome Residence" means a Townhome on a particular

OFF. REC. 7367 PAGE 95

Lot on the Cluster Property and includes any and all improvements situate thereon.

10. "Townhome Owner" means the owner of a Townhome.

11. "Townhome Residence Owner" means the owner of a Townhome Residence. "Townhome Residence Owners" means the owners of all Townhome Residences in the Cluster Property.

12. "Residence" means the residential unit located upon a Lot within the Cluster Property.

13. "Lot" means the real property within the Cluster Property upon which a Residence is located and as shown on the "Graphic Description" hereinafter described.

14. "Board" means the Board of Directors of the Association.

15. "Townhomes Documents" means in the aggregate the Declaration, the Supplement, the Articles, the By-Laws, this and other Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-Laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in the Official Records Book 6381, Page 623, of the Public Records of Broward County, Florida, and any amendments or modifications thereto.

19. "Supplement" means the Declaration Supplement for the Townhomes of Oriole II recorded in Official Records Book 6675, Page 771, of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

20. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and of the Supplement and includes the following:

OFF. REC. 13671 PAGE 96

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas located on Townhomes of Oriole II Land or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement, or this Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration or Supplement and includes "Cluster Expenses" under this Cluster Declaration.

21. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

OFF. REC. 7967 PAGE 94

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration and Supplement as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration and of the Supplement.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as "Residential Property" in accordance with Article III of the Declaration and the Supplement, to be used, transferred, demised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration and Supplement, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY
AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto

OFF. REC. 13071 PAGE 95

including the right of use of the Open Areas in the Townhomes of Oriole II Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and Supplement and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a Lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the Lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of Lot A and the Townhome Residence constructed thereon (as such Lot designations and Residences are shown on the Graphic Description) is henceforth legally described as follows:

> Townhome A of Cluster 24 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 24 of the Townhomes of Oriole II recorded in Official Records Book ____, Page ____ of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

The ownership of a Lot, a Residence, the easement rights in Common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents (hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective Interests

OFF. REC. 7367 PAGE 93

or any of such interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, features or parts which are structural elements of the Cluster Property or of more than one Residence thereon (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".

3. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the Lot lines between Residences. All of the foregoing are collectively referred to as "Siding".

4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one

OFF. REC. 7367 PAGE 100

Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot Lines and all foundational and support structures (hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Areas and Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and Supplement and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner may in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(a) Responsibilities of Townhome Residence Owners:

(1) Each Townhome Residence Owner shall

OFF. REC. 7367 PAGE 101

maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the exterior appearance of his Townhome Residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or varnishing of any outside or exterior portion or surfaces of his Townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

OFF. REC. 4367 PAGE 102

(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding any Townhome Residence other than a Townhome Residence in the Cluster Building.

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.

(2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, impairs,

OFF. REC. 7367 PAGE 103

or may impair the easement rights of other Townhome Residence Owners or maintenance obligations therein) the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.

(3) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents.

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of the parties and Cluster Property as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements: An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

OFF. REC. 7367 PAGE 104

2. Rights-of-Way: An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. Easement for Encroachment: An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Townhome Residence Owners or their designees.

4. Structural Cross Easements: Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of each of the Association, Townhome Residence Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhome Residences and Common Structural Elements within the Cluster Property.

5. Right of Association to Enter upon Cluster Property: An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Cluster Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhomes Documents including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Townhome Residence Owners.

OFF. REC. 7367 PAGE 105

6. An easement for ingress and egress in favor of Developer and its designees in conjunction with its development, marketing and sale of Townhome Residences.

7. Assignments: The easements reserved hereunder unto the Association may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Developer. The Townhome Residence Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Cluster Property or portions thereof in accordance with or to complement the provisions of the Declaration or this Cluster Declaration.

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

1. As provided in the Declaration, Supplement and By-Laws, the Association by its Board, shall prepare a budget of the estimated Association Expenses, which include Recreation Area Expenses, Open Area Expenses and Residential Property Expenses including the "Cluster Expenses" as hereinafter described. The Recreation Area Expenses and Open Area Expenses shall be allocated and assessed amongst the appropriate "Contributing Townhomes" as provided in the Declaration and Supplement. The Cluster Expenses shall be allocated and assessed against each Townhome Residence exclusively, with each Townhome Residence to be assessed a percentage share thereof as set forth in Exhibit D hereto, and which allocated sum shall be assessed as part of the "Annual Townhome Assessment" for such Townhome Residence as defined in the Declaration.

OFF. REC. 7367 PAGE 105

2. In the instance where a Residential Property Expense of the Residential Structure subject to this Cluster Declaration arises in connection with a Residential Structure or Structures located in any other Cluster, such as any utilities for which a single meter governs more than one Residential Structure, the Board shall allocate a portion thereof to this Cluster, taking into consideration the number of Townhomes in each of the Residential Structures incurring such expenses in order to attempt to provide a uniform Annual Townhome Assessment, subject, however, to any expenses occasioned by or for a particular Townhome or Residential Structure which the Board determines should be allocated specifically thereto.

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

The following expenses are specifically declared to be Cluster Expenses which the Association is obligated to collect in the manner provided in this Cluster Declaration, and all of the Townhome Residence Owners are obligated to pay upon assessment. The specification of the following expenses shall in no way limit the meaning of Cluster Expenses or the type or amount of expenses which the Association may incur for which the Townhome Residences and owners thereof will be subject to assessment.

1. Taxes

In the event that any taxing authority having

OFF. REC. 7367 PAGE 107

jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any such tax shall be included, if possible, in the estimated annual Association Expense budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

All charges levied for utilities providing services for the Cluster Property which are not metered to individual Townhome Residences, whether supplied by a private firm or public utility, including any and all such charges for water, gas, electricity, sewer, and any other type of utility or service charge.

3. Insurance

The premiums on any policy or policies of insurance required under Article IX hereof together with the costs of such other policies of insurance as the Board, with the consent of the Townhome Residence Owners at any meeting

OFF. REC. 7367 PAGE 103

thereof, shall determine to be in the best interests of the Cluster Property.

4. Reconstruction of Buildings or Improvements

Any sums necessary to repair, replace, construct or reconstruct any and all buildings or improvements on the Cluster Property damaged by fire, windstorm or other casualty not covered in whole or in part by insurance.

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V B. 1. (b) hereinabove in a manner consistent with the development of The Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Cluster Declaration or in curing any default, violation, or failure to perform or abide by such covenants, restrictions, terms and conditions.

7. Operational Expenses

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Cluster Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of the Cluster Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Cluster Expenses hereunder.

OFF. REC. 7367 PAGE 109

8. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Cluster Property, or any part thereof, not herein specifically enumerated and which is determined to be an item of Cluster Expenses by the Association.

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and of the Supplement and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

Each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration) which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owners obtaining same. If, however, any Institutional Mortgagee having a lien upon the Cluster Property or any portion thereof, shall so require the Association shall purchase the following coverage:

A. Public Liability Insurance

Comprehensive policies of public liability insurance covering all of the Common Structural Elements. The insurance purchased shall contain (1) a "Severability of Interest Endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Townhome Residence Owner because of the negligent acts of the Association or other

OFF. REC. 4264 PAGE 110

Townhome Residence Owners; (ii) not less than $1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence; (iii) protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall be customarily covered with respect to improvements similar to the Building in construction, location and use.

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Denotation Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. A named insured under such policies shall be the Association, as trustee for the Townhome Residence

OFF. REC. 7367 PAGE 111

Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named thereon, including Institutional Mortgagees holding mortgages within such Cluser Property or the "Servicers" (as defined in the Declaration); and

5. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Townhome Residence Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

6. All policies of insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (a) without the prior written approval of the Association and any Insurance Trustee or (b) when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party, or (c) any requirement of law.

7. All Institutional Mortgagees shall have the right to approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article IX.

OFF. REC. 7367 PAGE 142

D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for the entire Townhomes of Oriole or portions thereof, provided that the coverages required hereunder are fulfilled.

ARTICLE X

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complies with the covenants, restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Residence Owner or Owners, and any "Institutional Mortgagee" (as defined in the Declaration) in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of such covenant or restriction or of the right of such party thereafter to enforce such covenant and restriction. The prevailing party in any such litigation shall be entitled to reasonable court costs and attorneys' fees at all trial and appellate levels.

OFF. REC. 7367 PAGE 113

C. Subordination

The Association and all Townhome Residence Owners covenant that their respective interests in the Recreation Area and Open Areas shall be subordinated to the lien and encumbrance of any existing mortgages, any replacements thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon the Recreation Area or Open Areas. The Association is hereby authorized on behalf of all Townhome Owners to execute any such instruments as Developer shall require to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation solely of Developer and there shall be no obligation of the Association or any Townhome Residence Owner with respect to such payments.

D. Institutional Mortgagees

1. Lien Rights In the event any bona fide Institutional Mortgagee holding a first mortgage on a Townhome Residence obtains title to such Townhome Residence as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Cluster Expenses or other Association Expenses or assessments by the Association charged to such Townhome Residence or chargeable to the former Townhome Residence Owner of such Townhome Residence which became due prior to the acquisition of title of such Townhome Residence as a result of such foreclosure or deed in lieu of foreclosure unless such assessments were secured by a claim of lien filed of record amongst the Public Records of Broward County, Florida prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. The unpaid assessments, if any, shall be collectable from all of the Townhome Residence Owners including

OFF. REC. 7367 PAGE 114

the acquirer of title to the Townhome Residence, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Townhome Residence Owners.

2. Amendments Notwithstanding any provision in this Cluster Declaration to the contrary, this Cluster Declaration cannot be amended in any manner which impairs or prejudices the rights or priorities of the Institutional Mortgagees without the prior written approval of such Institutional Mortgagees.

3. Notices Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such mortgagee on a Townhome Residence, the Association shall timely deliver to such mortgagee the following:

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Townhome Residence Owners of the self-management of such property;

(b) Written notice of any damage thereafter to a Townhome Residence, the cost of repair of which is estimated by the Association to be in excess of One Thousand ($1,000.00) Dollars;

(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for distribution to the owners of Townhome Residences; and

(d) Written notice of any material amendment or the abandonment or termination of this Cluster Declaration in accordance with the terms hereof.

E. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

OFF. REC. 1367 PAGE 116

F. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants, restrictions, easements or terms and conditions of this Cluster Declaration or a reduction in the terms of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

H. Conflict

In the event of any conflict between the provisions of the Declaration or Supplement and this Cluster Declaration the provisions of the Declaration or Supplement shall prevail unless the Board, in its sole discretion determines that the resolution of the conflict shall not, in any event affect any property other than this Cluster Property, in which event the provisions of this Cluster Declaration shall prevail.

I. Amendment and Modification

The right to amend and modify this Cluster Declaration is hereby reserved unto Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed

OFF. REC. 7367 PAGE 116

of record amongst the Public Records of Broward County, Florida, and further provided, however, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration. No amendment or modification which affects any rights or priorities of Institutional Mortgagees shall be effective unless approved in writing by such Institutional Mortgagee.

J. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhome Residences shall run with and bind the Cluster Property and inure to the benefit of Developer, the Association, Townhome Residence Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Townhome Residence Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration, upon which event this Cluster Declaration shall be terminated upon the recording of a instrument of termination signed by all such owners and Mortgagees. In the event this Cluster Declaration is terminated prior to the termination of the Declaration, the obligation to pay Association Expenses to the Association and the lien rights against the Townhome Residences as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Townhome Residence and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration the Townhome Residences shall remain obligated to repair, maintain and reconstruct the Townhome Residence and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article X.B herein.

OFF. REC. 7367 PAGE 117

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 24 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

Virginia A. Rapp

Mary E. Chapman

ORIOLE HOMES CORP.

By: R D Levy
R.D. Levy, Chairman of the Board and Chief Executive Officer

Attest: _____
Antonio Nunez, Assistant Secretary

(SEAL)

Virginia A. Rapp

Mary E. Chapman

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: Richard D Levy
Richard D. Levy, President

Attest: _____
A. Nunez, Secretary

(SEAL)

OFF. REC. 7367 PAGE 119

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R.D. Levy and Antonio Nunez, the Chairman of the Board and Chief Executive Officer and Assistant Secretary, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of January, 1978.

Mary E. Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 28 1981
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting Richard D. Levy and A. Nunez, the President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of January, 1978.

OFF. REC. 13317 PAGE 119

Mary E Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 28 1981
BONDED THRU GENERAL INS. UNDERWRITERS

Exhibit A

DESCRIPTION

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 24

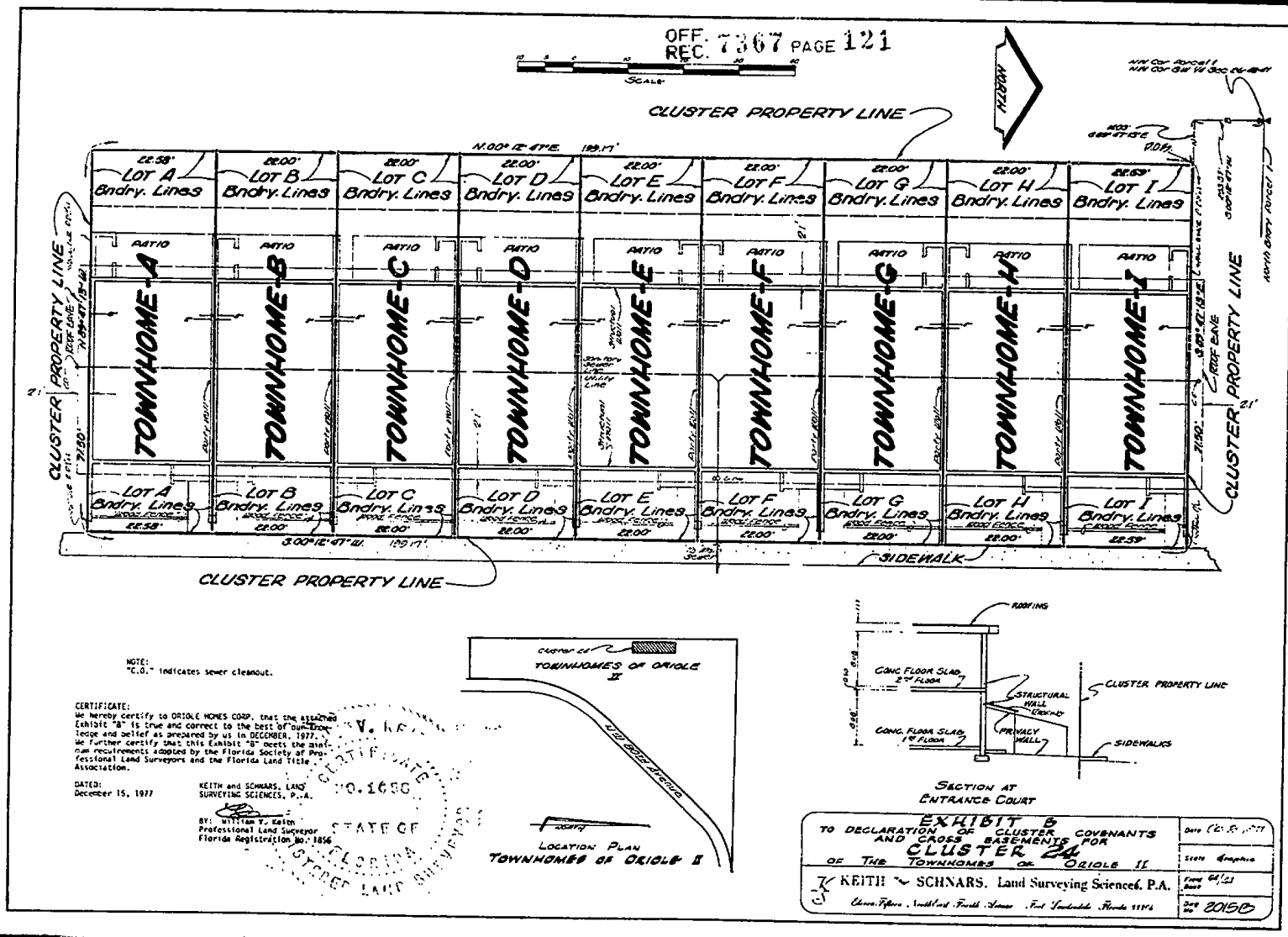
A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:
COMMENCE at the Northwest corner of said Parcel 1 (said corner also being the Northwest corner of the Southwest One Quarter (SW 1/4) of Section 26, Township 48 South, Range 41 East); thence South 00° 12' 47" West, along the West boundary of said Parcel 1, a distance of 253.37 feet; thence South 89° 47' 13" East, 14.00 feet to the Point of Beginning; thence continue South 89° 47' 13" East, 71.50 feet; thence South 00° 12' 47" West, 199.17 feet; thence North 89° 47' 13" West, 71.50 feet; thence North 00° 12' 47" East, 199.17 feet to the Point of Beginning.
Said lands lying in the City of Margate, Broward County, Florida.

Prepared By:
Thomas F. Schnars, PLS
Dated: September 28, 1976

KEITH & SCHNARS Land Surveying Sciences, P.A.

OFF. REC. 7367 PAGE 120

OFF. REC. 7367 PAGE 121



NOTE:
"C.O." indicates sewer cleanout.

CERTIFICATE:
We hereby certify to ORIOLE HOMES CORP. that the attached Exhibit "B" is true and correct to the best of our knowledge and belief as prepared by us in DECEMBER, 1977.
We further certify that this Exhibit "B" meets the minimum requirements adopted by the Florida Society of Professional Land Surveyors and the Florida Land Title Association.

DATED:
December 15, 1977

KEITH and SCHNARS, LAND SURVEYING SCIENCES, P.A.

BY: William T. Eaton
Professional Land Surveyor
Florida Registration No. 1856

SECTION AT ENTRANCE COURT

EXHIBIT B
TO DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR
CLUSTER 24
OF THE TOWNHOMES OF ORIOLE II

KEITH & SCHNARS, Land Surveying Sciences, P.A.
Date: Dec. 15, 1977
Scale: 1" = 20'
Field Book: 64/21
Drawing No.: 20150

EXHIBIT C

FORM OF

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19___, between ORIOLE HOMES CORP., a Florida corporation, hereinafter referred to as "Grantor" and _____

_____

whose post office address is _____

State of _____, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof which is a Townhome also described as follows: The Townhome known as Townhome _____ of Cluster 24 of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster 24, of The Townhomes of Oriole II, recorded in Official Records Book ____, Pages ___ through ____ of the Public Records of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforedescribed Declaration of Cluster Covenants; in the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records, Book 6381, Page 623 of the Public Records of Broward County, Florida; and in the Declaration Supplement for The Townhomes of Oriole II recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida. The aforementioned Declaration of Cluster Covenants, Declaration of Covenants, Restrictions and Easements, and Declaration Supplement provide for certain land use covenants upon the "Residential Property", "Recreation Area" and "Open Areas" as these land areas are described therein and provide that a portion of the taxes, insurance and other maintenance and monetary obligations referred to therein shall be an Association Expense assessed against the Townhome, as its "Individual Townhome Assessment." Grantee expressly acknowledges and assumes the obligation to pay its "Individual Townhome Assessment" and all other Association Expenses or special assessments applicable to the Cluster Property in which the Townhome is located and/or assessed against the Townhome.

OFF. REC. 7307 PAGE 122

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19___ and subsequent years;

2. Applicable zoning regulations and ordinances;

3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, and the Declaration Supplement for The Townhomes of Oriole II, and any supplements thereto and amendments thereof;

4. All covenants, conditions, restrictions, and easements of record, if any, which may now affect the aforedescribed property;

5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 24 of The Townhomes of Oriole II and any amendments thereof;

6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement of improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, Sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

_____ By: _____

_____ Attest: _____

(SEAL)

Accepted Grantee:

_____ _____

_____ _____

(SEAL)

OFF. REC. 7367 PAGE 123

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, the _____ and _____, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 197_.

_____
Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 197__.

_____
Notary Public

My Commission Expires:

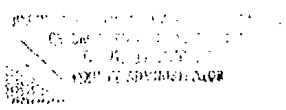
OFF. REC. 7367 PAGE 124

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 24 shall be allocated a one-ninth (1/9) share of the Cluster Expense assessed against Cluster 24.

OFF. REC. 7367 PAGE 125



78-153495

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 26
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 26 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 26 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 19th day of June, 1978 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

'78 JUN 19 PM 3:15

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 26 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 26") and has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 623, the Declaration Supplement for the Townhomes of Oriole II (the "Supplement") recorded in Official Records Book 6675, Page 771 and The Townhomes of Oriole II Open Area and Residential Property Supplements (the "Additional Supplements") recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789, (as amended by an Amendment recorded in Official Records Book 7456, Page 174), and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration, Supplement and Additional Supplements call for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration and Supplement); and

OFF REC 7621 PAGE 699

PREPARED BY RETURN TO →

MARK F. GRANT
RUDEN, BARNETT, McCLOSKY & SCHUSTER
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

103 OK

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 26 Building", referred to herein for brevity as the "Cluster Building") is now "Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 26 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the benefits and burdens hereinafter set forth, the Developer hereby declares that the Cluster Property shall be owned, held, transferred, sold, conveyed, demised, and occupied subject to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens as set forth in the Declaration and Supplement and herein.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Cluster Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "The Townhomes of Oriole" means the multi-phased residential community planned for development upon the Townhomes of Oriole Land as described in the Declaration and includes the "Townhomes of Oriole I" and the "Townhomes of Griole II" and all improvements now or hereafter located thereon, (as those terms are hereinafter defined).

2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan ("The Townhomes I Plan") has been established by Developer

OFF REC 7621 PAGE 670

and set forth in the Declaration. The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is declared in the Declaration to be "Residential Property", "Open Areas" and the "Recreation Area", as those terms are hereinafter defined.

3. "The Townhomes of Oriole II" means the second and final multi-phased portion of The Townhomes of Oriole for which a land use plan ("the Townhomes II Plan") has been established by Developer and set forth in the Supplement. The Townhomes of Oriole II includes the land and improvements within the Townhomes of Oriole II Land which is declared in the Supplement to be "Residential Property" and "Open Areas" as those terms are hereinafter defined.

4. "Residential Property" means the Cluster Property.

5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

6. "Open Areas" means the real property particularly described in the legal description thereof attached to the Supplement as Exhibit C, including the "Roadways", "Parking Areas", "Sidewalks" and "Open Areas" as shown on the Townhomes II Plan.

7. "Recreation Area" means the real property and improvements located thereon as shown on the Townhomes I Plan and described in Exhibit D to the Declaration which are set asise for use by Townhome Owners as provided in the Declaration.

8. "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached Townhomes in a

OFF REC 7821 PAGE 671

Cluster Building, detached homes, a single or multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

9. "Townhome Residence" means a Townhome on a particular Lot on the Cluster Property and includes any and all improvements situate thereon.

10. "Townhome Owner" means the owner of a Townhome.

11. "Townhome Residence Owner" means the owner of a Townhome Residence. "Townhome Residence Owners" means the owners of all Townhome Residences in the Cluster Property.

12. "Residence" means the residential unit located upon a Lot within the Cluster Property.

13. "Lot" means the real property within the Cluster Property upon which a Residence is located and as shown on the "Graphic Description" hereinafter described.

14. "Board" means the Board of Directors of the Association.

15. "Townhomes Documents" means in the aggregate the Declaration, the Supplement, the Additional Supplements, the Articles, the By-Laws, this and other Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-Laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records Book 6381, Page 623, of the Public Records of Broward County, Florida, and any amendments or modifications thereto.

19. "Supplement" means the Declaration Supplement for the

RECORDED
7621 PAGE 672

Townhomes of Oriole II recorded in Official Records Book 6675, Page 771, of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

20. "Additional Supplements" means The Townhomes of Oriole II Open Area and Residential Property Supplements recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789 (as amended by an Amendment recorded in Official Records Book 7456, Page 174) and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

21. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and of the Supplement and includes the following:

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas located on Townhomes of Oriole II Land or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement, or this Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration or Supplement and includes "Cluster Expenses" under

OFF. REC. 7621 PAGE 673

this Cluster Declaration.

22. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration, the Supplement and the Additional Supplements as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration and of the Supplement.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as

OFF REC 7621 PAGE 674

"Residential Property" in accordance with Article III of the Declaration and the Supplement and Paragraph 2 of the Additional Supplements, to be used, transferred, demised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration and Supplement, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto including the right of use of the Open Areas in the Townhomes of Oriole II Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and Supplement and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a Lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the Lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of Lot A and the Townhome Residence constructed thereon (as such Lot designations and Residences are shown on the

OFF 7621 PAGE 675

Graphic Description) is henceforth legally described as follows:

> Townhome A of Cluster 26 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 26 recorded in Official Records Book , Page of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

The ownership of a Lot, a Residence, the easement rights in Common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents (hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective Interests or any of such Interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, features or parts which are structural elements of the Cluster Property or of more than one Residence thereon (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without

OFF REC 7621 PAGE 676

limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".

3. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the Lot lines between Residences. All of the foregoing are collectively referred to as "Siding".

4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot lines and all foundational and support structures (hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Areas and

OFF. REC. 7621 PAGE 677

Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and Supplement and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner may in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(a) Responsibilities of Townhome Residence Owners:

(1) Each Townhome Residence Owner shall maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the exterior appearance of his Townhome Residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or

OFF REC 7621 PAGE 678

varnishing of any outside or exterior portion or surfaces of his Townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection

RECORDED 1791 PAGE 679

of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding any Townhome Residence other than a Townhome Residence in the Cluster Building.

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.

(2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, impairs, or may impair the easement rights of other Townhome Residence Owners or maintenance obligations therein) the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.

(3) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents.

OFF. REC. 7621 PAGE 680

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of the parties and Cluster Property as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements: An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

2. Rights-of-Way: An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. Easement for Encroachment: An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a

OFF REC 7621 PAGE 681

result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Townhome Residence Owners or their designees.

4. Structural Cross Easements: Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of each of the Association, Townhome Residence Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhome Residences and Common Structural Elements within the Cluster Property.

5. Right of Association to Enter upon Cluster Property: An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Cluster Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhomes Documents including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Townhome Residence Owners.

6. An easement for ingress and egress in favor of Developer and its designees in conjunction with its development, marketing and sale of Townhome Residences.

7. Assignments: The easements reserved hereunder unto the Association may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or

OFF. REC. 7621 PAGE 682

any other designee of Developer. The Townhome Residence Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Cluster Property or portions thereof in accordance with or to complement the provisions of the Declaration or this Cluster Declaration.

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

1. As provided in the Declaration, Supplement and By-Laws, the Association by its Board, shall prepare a budget of the estimated Association Expenses, which include Recreation Area Expenses, Open Area Expenses and Residential Property Expenses including the "Cluster Expenses" as hereinafter described. The Recreation Area Expenses and Open Area Expenses shall be allocated and assessed amongst the appropriate "Contributing Townhomes" as provided in the Declaration and Supplement. The Cluster Expenses shall be allocated and assessed against each Townhome Residence exclusively, with each Townhome Residence to be assessed a percentage share thereof as set forth in Exhibit D hereto, and which allocated sum shall be assessed as part of the "Annual Townhome Assessment" for such Townhome Residence as defined in the Declaration.

2. In the instance where a Residential Property Expense of the Residential Structure subject to this Cluster Declaration arises in connection with a Residential Structure or Structures located in any other Cluster, such as any utilities for which a single meter governs more than one Residential Structure, the Board shall allocate a portion thereof to this Cluster, tak-

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ing into consideration the number of Townhomes in each of the Residential Structures incurring such expenses in order to attempt to provide a uniform Annual Townhome Assessment, subject, however, to any expenses occasioned by or for a particular Townhome or Residential Structure which the Board determines should be allocated specifically thereto.

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

The following expenses are specifically declared to be Cluster Expenses which the Association is obligated to collect in the manner provided in this Cluster Declaration, and all of the Townhome Residence Owners are obligated to pay upon assessment. The specification of the following expenses shall in no way limit the meaning of Cluster Expenses or the type or amount of expenses which the Association may incur for which the Townhome Residences and owners thereof will be subject to assessment.

1. Taxes

In the event that any taxing authority having jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any

OFF REC 7621 PAGE 684

such tax shall be included, if possible, in the estimated annual Association Expense budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

All charges levied for utilities providing services for the Cluster Property which are not metered to individual Townhome Residences, whether supplied by a private firm or public utility, including any and all such charges for water, gas, electricity, sewer, and any other type of utility or service charge.

3. Insurance

The premiums on any policy or policies of insurance required under Article IX hereof together with the costs of such other policies of insurance as the Board, with the consent of the Townhome Residence Owners at any meeting thereof, shall determine to be in the best interests of the Cluster Property.

4. Reconstruction of Buildings or Improvements

Any sums necessary to repair, replace, construct or reconstruct any and all buildings or improvements on the Cluster Property damaged by fire, windstorm or other casualty not

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7821 PAGE 685

covered in whole or in part by insurance.

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V.B.1 (b) hereinabove in a manner consistent with the development of The Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Cluster Declaration or in curing any default, violation, or failure to perform or abide by such covenants, restrictions, terms and conditions.

7. Operational Expenses

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Cluster Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of the Cluster Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Cluster Expenses hereunder.

8. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Cluster Property, or any part thereof, not

REC 7621 PAGE 686

herein specifically enumerated and which is determined to be an item of Cluster Expenses by the Association.

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and of the Supplement and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

Each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration) which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owners obtaining same. If, however, any Institutional Mortgagee having a lien upon the Cluster Property or any portion thereof, shall so require the Association shall purchase the following coverage:

A. Public Liability Insurance

Comprehensive policies of public liability insurance covering all of the Common Structural Elements. The insurance purchased shall contain (1) a "Severability of Interest Endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Townhome Residence Owner because of the negligent acts of the Association or other Townhome Residence Owners; (ii) not less than $1,000,000.00 covering all claims for

OFF REC 7621 PAGE 087

personal injury and/or property damage arising out of a single occurrence; (iii) protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall be customarily covered with respect to improvements similar to the Building in construction, location and use.

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Denotation Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. A named insured under such policies shall be the

OFF REC 7621 PAGE 688

Association, as trustee for the Townhome Residence Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named thereon, including Institutional Mortgagees holding mortgages within such Cluster Property or the "Servicers" (as defined in the Declaration); and

5. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Townhome Residence Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

6. All policies of insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (a) without the prior written approval of the Association and any Insurance Trustee or (b) when in conflict with the provisions of any Insurance Trust

OFF REC 7621 PAGE 1089

Agreement to which the Association may be a party, or (c) any requirement of law.

7. All Institutional Mortgagees shall have the right to approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article IX.

D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for the entire Townhomes of Oriole or portions thereof, provided that the coverages required hereunder are fulfilled.

ARTICLE X

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complies with the covenants, restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Residence Owner or Owners, and any "Institutional Mortgagee" (as defined in the Declaration) in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver

OFF REC 7621 PAGE 690

of such covenant or restriction or of the right of such party thereafter to enforce such covenant and restriction. The prevailing party in any such litigation shall be entitled to reasonable court costs and attorneys' fees at all trial and appellate levels.

C. Subordination

The Association and all Townhome Residence Owners covenant that their respective interests in the Recreation Area and Open Areas shall be subordinated to the lien and encumbrance of any existing mortgages, any replacements thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon the Recreation Area or Open Areas. The Association is hereby authorized on behalf of all Townhome Owners to execute any such instruments as Developer shall require to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation solely of Developer and there shall be no obligation of the Association or any Townhome Residence Owner with respect to such payments.

D. Institutional Mortgagees

1. Lien Rights: In the event any bona fide Institutional Mortgagee holding a first mortgage on a Townhome Residence obtains title to such Townhome Residence as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Cluster Expenses or other Association Expenses or assessments by the Association charged to such Townhome Residence or chargeable to the former Townhome Residence Owner of such Townhome Residence which became due prior to the acquisition of title of such

OFF REC 7621 PAGE 691

Townhome Residence as a result of such foreclosure or deed in lieu of foreclosure unless such assessments were secured by a claim of lien filed of record amongst the Public Records of Broward County, Florida prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. The unpaid assessments, if any, shall be collectable from all of the Townhome Residence Owners including the acquirer of title to the Townhome Residence, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Townhome Residence Owners.

2. Amendments: Notwithstanding any provision in this Cluster Declaration to the contrary, this Cluster Declaration cannot be amended in any manner which impairs or prejudices the rights or priorities of the Institutional Mortgagees without the prior written approval of such Institutional Mortgagees.

3. Notices: Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such mortgagee on a Townhome Residence, the Association shall timely deliver to such mortgagee the following:

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Townhome Residence Owners of the self-management of such property;

(b) Written notice of any damage thereafter to a Townhome Residence, the cost of repair of which is estimated by the Association to be in excess of One Thousand ($1,000.00) Dollars;

(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for

RECD 7621 PAGE 692

distribution to the owners of Townhome Residences; and

(d) Written notice of any material amendment or the abandonment or termination of this Cluster Declaration in accordance with the terms hereof.

E. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

F. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants, restrictions, easements or terms and conditions of this Cluster Declaration or a reduction in the terms of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

H. Conflict

In the event of any conflict between the provisions of the Declaration or Supplement and this Cluster Declaration the

OFF REC 7621 PAGE 693

provisions of the Declaration or Supplement shall prevail unless the Board, in its sole discretion determines that the resolution of the conflict shall not, in any event affect any property other than this Cluster Property, in which event the provisions of this Cluster Declaration shall prevail.

I. Amendment and Modification

The right to amend and modify this Cluster Declaration is hereby reserved unto Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed of record amongst the Public Records of Broward County, Florida, and further provided, however, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration. No amendment or modification which affects any rights or priorities of Institutional Mortgagees shall be effective unless approved in writing by such Institutional Mortgagee.

J. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhome Residences shall run with and bind the Cluster Property and inure to the benefit of Developer, the Association, Townhome Residence Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Townhome Residence Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration, upon which event this Cluster Declaration shall be terminated upon the recording of an instrument of termination signed by all such owners and Mortgagees. In the event this Cluster Declaration

OFF REC 7621 PAGE 694

is terminated prior to the termination of the Declaration, the obligation to pay Association Expenses to the Association and the lien rights against the Townhome Residences as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Townhome Residence and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration the Townhome Residences shall remain obligated to repair, maintain and reconstruct the Townhome Residence and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article X.B herein.

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 26 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

T. M. Conard

Mary E. Chapman

ORIOLE HOMES CORP.

By: R D Levy

Attest: _____

(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

T. M. Conard

Mary E. Chapman

By: R D Levy

Attest: _____

(SEAL)

OFF. REC. 1621 PAGE 695

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Nunez, the President and Assistant Secretary, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of June, 1978.

Mary E. Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 20 1981
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Nunez, the President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of June, 1978.

Mary E. Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 20 1981
BONDED THRU GENERAL INS. UNDERWRITERS

OFF REC 7621 PAGE 696

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 26

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof, as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the Northwest corner of said Parcel 1; thence South 00° 12' 47" West, along the West line of said Parcel 1, a distance of 27.20 feet; thence South 89° 47' 13" East, 14.00 feet to the POINT OF BEGINNING; thence continue South 89° 47' 13" East, 71.50 feet; thence South 00° 12' 47" West, 201.17 feet; thence North 89° 47' 13" West, 71.50 feet; thence North 00° 12" 47" East, 201.17 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

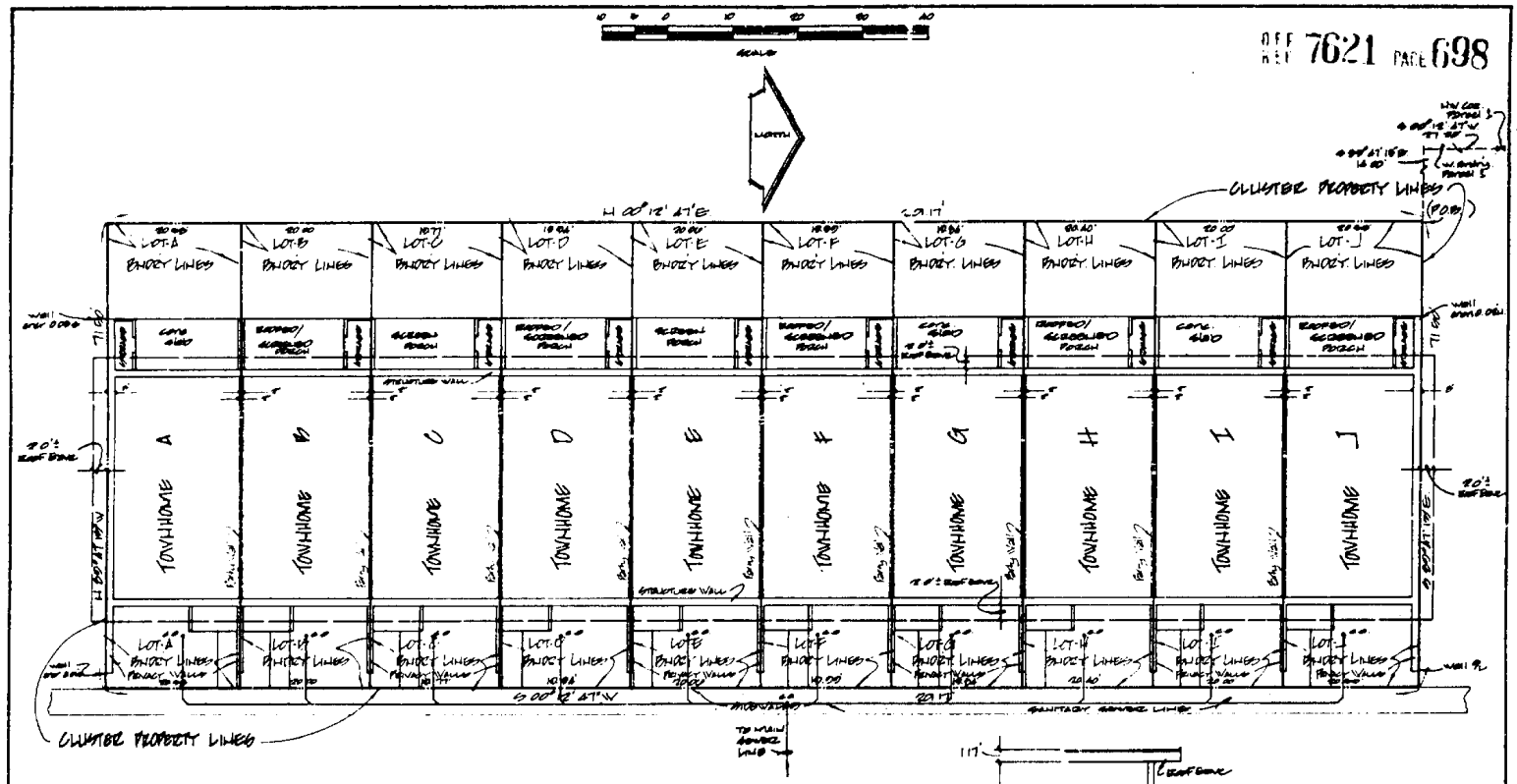
PREPARED BY:
Thomas F. Schnars, PLS
DATED: August 9, 1977

KEITH ~ SCHNARS Land Surveying Sciences, P.A.

EXHIBIT A

OFF REC 7621 PAGE 697

ORB 7621 PAGE 698



CERTIFICATE:

WE HEREBY CERTIFY TO OCEOLA HOMES CORP. THAT THE ATTACHED EXHIBIT B IS TRUE AND ACCURATE TO THE BEST OF OUR KNOWLEDGE AND BELIEF, PREPARED ON 14 MAY, 1970. WE FURTHER CERTIFY THAT THIS EXHIBIT SHOWING THE HORIZONTAL RELATIONSHIPS OF THE BUILDING LOCATED ON THE PLATTED PROPERTY AS PREPARED BY THE UNDERSIGNED AND THE PLANS ON FILE IN THE BUILDING DEPARTMENT.

DATED MAY 20th, 1970.

REVISED: JUNE 12, 1970. E

NOTE:

1. ALL ELEVATIONS SHOWN HEREON ARE BASED ON N.G.V.D.

EXHIBIT B
TO DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER #20 OF THE TOWNHOMES OF OCEOLA II

DATE: MAY 20, 1970
SCALE: 1" = 20'
FIELD BOOK / PAGE
JOB NO. 4004.10

KEITH & SCHNARS, Land Surveying Sciences, P.A.
Clearwater · Maitland · Pinellas · Sarasota · Fort Lauderdale · Florida 33310

EXHIBIT C

FORM OF

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19__, between ORIOLE HOMES CORP., a Florida corporation, hereinafter referred to as "Grantor" and _____

_____

whose post office address is _____

State of _____, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof which is a Townhome also described as follows: The Townhome known as Townhome _____ of Cluster 26 of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster 26, of The Townhomes of Oriole II, recorded in Official Records Book ____, Pages ___ through ____ of the Public Records of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforedescribed Declaration of Cluster Covenants; in the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records, Book 6381, Page 623 of the Public Records of Broward County, Florida; and in the Declaration Supplement for The Townhomes of Oriole II recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida. The aforementioned Declaration of Cluster Covenants, Declaration of Covenants, Restrictions and Easements, and Declaration Supplement provide for certain land use covenants upon the "Residential Property", "Recreation Area" and "Open Areas" as these land areas are described therein and provide that a portion of the taxes, insurance and other maintenance and monetary obligations referred to therein shall be an Association Expense assessed against the Townhome, as its "Individual Townhome Assessment." Grantee expressly acknowledges and assumes the obligation to pay its "Individual Townhome Assessment" and all other Association Expenses or special assessments applicable to the Cluster Property in which the Townhome is located and/or assessed against the Townhome.

RECORDED IN OFFICIAL RECORDS BOOK 7621 PAGE 699

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19__ and subsequent years;

2. Applicable zoning regulations and ordinances;

3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, and the Declaration Supplement for The Townhomes of Oriole II, and any supplements thereto and amendments thereof:

4. All covenants, conditions, restrictions and easements of record, if any, which may now affect the aforedescribed property;

5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 26 of The Townhomes of Oriole II and any amendments thereof;

6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement of improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

_____ By: _____

_____ Attest: _____

(SEAL)

Accepted Grantee:

_____ _____

_____ _____

(SEAL)

OFF REC 7621 PAGE 700

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, the _____ and _____, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1978.

_____
Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1978.

_____
Notary Public

My Commission Expires:

REC 7621 PAGE 701

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 26 shall be allocated a 10.00% share of the Cluster Expenses assessed against Cluster 26.

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

FILED
OFF 7621 PAGE 702

78-167107

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 27
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 27 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 27 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 29th day of June, 1978 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 27 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 27") and has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 623, the Declaration Supplement for the Townhomes of Oriole II (the "Supplement") recorded in Official Records Book 6675, Page 771 and The Townhomes of Oriole II Open Area and Residential Property Supplements (the "Additional Supplements") recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789, (as amended by an Amendment recorded in Official Records Book 7456, Page 174), and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida; and

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OFF. REC. 7645 PAGE 490

WHEREAS, the Declaration, Supplement and Additional Supplements call for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration and Supplement); and

PREPARED BY
RETURN TO →

MARK F. GRANT
RUDEN, BARNETT, McCLOSKY & SCHUSTER
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

1 of 39

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 27 Building", referred to herein for brevity as the "Cluster Building") is now "Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 27 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the benefits and burdens hereinafter set forth, the Developer hereby declares that the Cluster Property shall be owned, held, transferred, sold, conveyed, demised, and occupied subject to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens as set forth in the Declaration and Supplement and herein.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Cluster Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "The Townhomes of Oriole" means the multi-phased residential community planned for development upon the Townhomes of Oriole Land as described in the Declaration and includes the "Townhomes of Oriole I" and the "Townhomes of Oriole II" and all improvements now or hereafter located thereon, (as those terms are hereinafter defined).

2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan ("The Townhomes I Plan") has been established by Developer

OFF. REC. 7645 PAGE 491

and set forth in the Declaration. The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is declared in the Declaration to be "Residential Property", "Open Areas" and the "Recreation Area", as those terms are hereinafter defined.

3. "The Townhomes of Oriole II" means the second and final multi-phased portion of The Townhomes of Oriole for which a land use plan ("the Townhomes II Plan") has been established by Developer and set forth in the Supplement. The Townhomes of Oriole II includes the land and improvements within the Townhomes of Oriole II Land which is declared in the Supplement to be "Residential Property" and "Open Areas" as those terms are hereinafter defined.

4. "Residential Property" means the Cluster Property.

5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

6. "Open Areas" means the real property particularly described in the legal description thereof attached to the Supplement as Exhibit C, including the "Roadways", "Parking Areas", "Sidewalks" and "Open Areas" as shown on the Townhomes II Plan.

7. "Recreation Area" means the real property and improvements located thereon as shown on the Townhomes I Plan and described in Exhibit D to the Declaration which are set asise for use by Townhome Owners as provided in the Declaration.

8. "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached Townhomes in a

OFF. REC. 7645 PAGE 492

Cluster Building, detached homes, a single or multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

9. "Townhome Residence" means a Townhome on a particular Lot on the Cluster Property and includes any and all improvements situate thereon.

10. "Townhome Owner" means the owner of a Townhome.

11. "Townhome Residence Owner" means the owner of a Townhome Residence. "Townhome Residence Owners" means the owners of all Townhome Residences in the Cluster Property.

12. "Residence" means the residential unit located upon a Lot within the Cluster Property.

13. "Lot" means the real property within the Cluster Property upon which a Residence is located and as shown on the "Graphic Description" hereinafter described.

14. "Board" means the Board of Directors of the Association.

15. "Townhomes Documents" means in the aggregate the Declaration, the Supplement, the Additional Supplements, the Articles the By-Laws, this and other Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-Laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records Book 6381, Page 623, of the Public Records of Broward County, Florida, and any amendments or modifications thereto.

19. "Supplement" means the Declaration Supplement for the

OFF 7045 PAGE 493

Townhomes of Oriole II recorded in Official Records Book 6675, Page 771, of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

20. "Additional Supplements" means The Townhomes of Oriole II Open Area and Residential Property Supplements recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789 (as amended by an Amendment recorded in Official Records Book 7456, Page 174) and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

21. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and of the Supplement and includes the following:

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas located on Townhomes of Oriole II Land or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement, or this Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration or Supplement and includes "Cluster Expenses" under

OFF. REC. 7645 PAGE 494

this Cluster Declaration.

22. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration, the Supplement and the Additional Supplements as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration and of the Supplement.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as

OFF. REC. 7645 PAGE 495

"Residential Property" in accordance with Article III of the Declaration and the Supplement and Paragraph 2 of the Additional Supplements, to be used, transferred, demised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration and Supplement, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto including the right of use of the Open Areas in the Townhomes of Oriole II Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and Supplement and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a Lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the Lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of Lot A and the Townhome Residence constructed thereon (as such Lot designations and Residences are shown on the

OFF. REC. 7645 PAGE 496

Graphic Description) is henceforth legally described as follows:

> Townhome A of Cluster 27 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 27 recorded in Official Records Book ____, Page ____ of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

The ownership of a Lot, a Residence, the easement rights in Common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents (hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective Interests or any of such Interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, features or parts which are structural elements of the Cluster Property or of more than one Residence thereon (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without

OFF. REC. 7645 PAGE 497

limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".

3. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the Lot lines between Residences. All of the foregoing are collectively referred to as "Siding".

4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot lines and all foundational and support structures (hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Areas and

OFF. REC. 7645 PAGE 498

Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and Supplement and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner may in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(a) Responsibilities of Townhome Residence Owners:

(1) Each Townhome Residence Owner shall maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the exterior appearance of his Townhome Residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or

OFF. REC. 7645 PAGE 499

varnishing of any outside or exterior portion or surfaces of his Townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection

OFF. REC. 7645 PAGE 500

of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding any Townhome Residence other than a Townhome Residence in the Cluster Building.

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.

(2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, impairs, or may impair the easement rights of other Townhome Residence Owners or maintenance obligations therein) the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.

(3) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents.

OFF. REC. 7645 PAGE 501

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of the parties and Cluster Property as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements: An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

2. Rights-of-Way: An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. Easement for Encroachment: An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a

OFF. REC. 7045 PAGE 502

result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Townhome Residence Owners or their designees.

4. Structural Cross Easements: Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of each of the Association, Townhome Residence Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhome Residences and Common Structural Elements within the Cluster Property.

5. Right of Association to Enter upon Cluster Property: An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Cluster Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhomes Documents including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Townhome Residence Owners.

6. An easement for ingress and egress in favor of Developer and its designees in conjunction with its development, marketing and sale of Townhome Residences.

7. Assignments: The easements reserved hereunder unto the Association may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or

OFF. REC. 7645 PAGE 503

any other designee of Developer. The Townhome Residence Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Cluster Property or portions thereof in accordance with or to complement the provisions of the Declaration or this Cluster Declaration.

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

1. As provided in the Declaration, Supplement and By-Laws, the Association by its Board, shall prepare a budget of the estimated Association Expenses, which include Recreation Area Expenses, Open Area Expenses and Residential Property Expenses including the "Cluster Expenses" as hereinafter described. The Recreation Area Expenses and Open Area Expenses shall be allocated and assessed amongst the appropriate "Contributing Townhomes" as provided in the Declaration and Supplement. The Cluster Expenses shall be allocated and assessed against each Townhome Residence exclusively, with each Townhome Residence to be assessed a percentage share thereof as set forth in Exhibit D hereto, and which allocated sum shall be assessed as part of the "Annual Townhome Assessment" for such Townhome Residence as defined in the Declaration.

2. In the instance where a Residential Property Expense of the Residential Structure subject to this Cluster Declaration arises in connection with a Residential Structure or Structures located in any other Cluster, such as any utilities for which a single meter governs more than one Residential Structure, the Board shall allocate a portion thereof to this Cluster, tak-

OFF. REC. 7645 PAGE 504

ing into consideration the number of Townhomes in each of the Residential Structures incurring such expenses in order to attempt to provide a uniform Annual Townhome Assessment, subject, however, to any expenses occasioned by or for a particular Townhome or Residential Structure which the Board determines should be allocated specifically thereto.

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

The following expenses are specifically declared to be Cluster Expenses which the Association is obligated to collect in the manner provided in this Cluster Declaration, and all of the Townhome Residence Owners are obligated to pay upon assessment. The specification of the following expenses shall in no way limit the meaning of Cluster Expenses or the type or amount of expenses which the Association may incur for which the Townhome Residences and owners thereof will be subject to assessment.

1. Taxes

In the event that any taxing authority having jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any

OFF. REC. 7645 PAGE 505

such tax shall be included, if possible, in the estimated annual Association Expense budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

All charges levied for utilities providing services for the Cluster Property which are not metered to individual Townhome Residences, whether supplied by a private firm or public utility, including any and all such charges for water, gas, electricity, sewer, and any other type of utility or service charge.

3. Insurance

The premiums on any policy or policies of insurance required under Article IX hereof together with the costs of such other policies of insurance as the Board, with the consent of the Townhome Residence Owners at any meeting thereof, shall determine to be in the best interests of the Cluster Property.

4. Reconstruction of Buildings or Improvements

Any sums necessary to repair, replace, construct or reconstruct any and all buildings or improvements on the Cluster Property damaged by fire, windstorm or other casualty not

OFF. REC. 7645 PAGE 506

covered in whole or in part by insurance.

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V.B.1 (b) hereinabove in a manner consistent with the development of The Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Cluster Declaration or in curing any default, violation, or failure to perform or abide by such covenants, restrictions, terms and conditions.

7. Operational Expenses

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Cluster Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of the Cluster Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Cluster Expenses hereunder.

8. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Cluster Property, or any part thereof, not

OFF. REC. 7645 PAGE 507

herein specifically enumerated and which is determined to be an item of Cluster Expenses by the Association.

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and of the Supplement and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

Each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration) which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owners obtaining same. If, however, any Institutional Mortgagee having a lien upon the Cluster Property or any portion thereof, shall so require the Association shall purchase the following coverage:

A. Public Liability Insurance

Comprehensive policies of public liability insurance covering all of the Common Structural Elements. The insurance purchased shall contain (1) a "Severability of Interest Endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Townhome Residence Owner because of the negligent acts of the Association or other Townhome Residence Owners; (ii) not less than $1,000,000.00 covering all claims for

OFF. REC. 7645 PAGE 508

personal injury and/or property damage arising out of a single occurrence; (iii) protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall be customarily covered with respect to improvements similar to the Building in construction, location and use.

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Denotation Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. A named insured under such policies shall be the

OFF. REC. 7645 PAGE 509

Association, as trustee for the Townhome Residence Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named thereon, including Institutional Mortgagees holding mortgages within such Cluster Property or the "Servicers" (as defined in the Declaration); and

5. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Townhome Residence Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

6. All policies of insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (a) without the prior written approval of the Association and any Insurance Trustee or (b) when in conflict with the provisions of any Insurance Trust

OFF. REC. 7045 PAGE 510

Agreement to which the Association may be a party, or (c) any requirement of law.

7. All Institutional Mortgagees shall have the right to approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article IX.

D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for the entire Townhomes of Oriole or portions thereof, provided that the coverages required hereunder are fulfilled.

ARTICLE X

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complies with the covenants, restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Residence Owner or Owners, and any "Institutional Mortgagee" (as defined in the Declaration) in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver

OFF. REC. 7645 PAGE 511

of such covenant or restriction or of the right of such party thereafter to enforce such covenant and restriction. The prevailing party in any such litigation shall be entitled to reasonable court costs and attorneys' fees at all trial and appellate levels.

C. Subordination

The Association and all Townhome Residence Owners covenant that their respective interests in the Recreation Area and Open Areas shall be subordinated to the lien and encumbrance of any existing mortgages, any replacements thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon the Recreation Area or Open Areas. The Association is hereby authorized on behalf of all Townhome Owners to execute any such instruments as Developer shall require to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation solely of Developer and there shall be no obligation of the Association or any Townhome Residence Owner with respect to such payments.

D. Institutional Mortgagees

1. Lien Rights: In the event any bona fide Institutional Mortgagee holding a first mortgage on a Townhome Residence obtains title to such Townhome Residence as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Cluster Expenses or other Association Expenses or assessments by the Association charged to such Townhome Residence or chargeable to the former Townhome Residence Owner of such Townhome Residence which became due prior to the acquisition of title of such

OFF. REC. 7645 PAGE 512

Townhome Residence as a result of such foreclosure or deed in lieu of foreclosure unless such assessments were secured by a claim of lien filed of record amongst the Public Records of Broward County, Florida prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. The unpaid assessments, if any, shall be collectable from all of the Townhome Residence Owners including the acquirer of title to the Townhome Residence, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Townhome Residence Owners.

2. Amendments: Notwithstanding any provision in this Cluster Declaration to the contrary, this Cluster Declaration cannot be amended in any manner which impairs or prejudices the rights or priorities of the Institutional Mortgagees without the prior written approval of such Institutional Mortgagees.

3. Notices: Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such mortgagee on a Townhome Residence, the Association shall timely deliver to such mortgagee the following:

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Townhome Residence Owners of the self-management of such property;

(b) Written notice of any damage thereafter to a Townhome Residence, the cost of repair of which is estimated by the Association to be in excess of One Thousand ($1,000.00) Dollars;

(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for

OFF. REC. 7645 PAGE 513

distribution to the owners of Townhome Residences; and

(d) Written notice of any material amendment or the abandonment or termination of this Cluster Declaration in accordance with the terms hereof.

E. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

F. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants, restrictions, easements or terms and conditions of this Cluster Declaration or a reduction in the terms of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

H. Conflict

In the event of any conflict between the provisions of the Declaration or Supplement and this Cluster Declaration the

OFF. REC. 7645 PAGE 514

provisions of the Declaration or Supplement shall prevail unless the Board, in its sole discretion determines that the resolution of the conflict shall not, in any event affect any property other than this Cluster Property, in which event the provisions of this Cluster Declaration shall prevail.

I. Amendment and Modification

The right to amend and modify this Cluster Declaration is hereby reserved unto Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed of record amongst the Public Records of Broward County, Florida, and further provided, however, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration. No amendment or modification which affects any rights or priorities of Institutional Mortgagees shall be effective unless approved in writing by such Institutional Mortgagee.

J. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhome Residences shall run with and bind the Cluster Property and inure to the benefit of Developer, the Association, Townhome Residence Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Townhome Residence Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration, upon which event this Cluster Declaration shall be terminated upon the recording of an instrument of termination signed by all such owners and Mortgagees. In the event this Cluster Declaration

OFF. REC. 7645 PAGE 515

is terminated prior to the termination of the Declaration, the obligation to pay Association Expenses to the Association and the lien rights against the Townhome Residences as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Townhome Residence and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration the Townhome Residences shall remain obligated to repair, maintain and reconstruct the Townhome Residence and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article X.B herein.

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 27 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

Mary E. Chapman

Nancy E. LaLonde

ORIOLE HOMES CORP.

By: R D Levy

Attest: _____

(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

Mary E. Chapman

Nancy E. LaLonde

By: R D Levy

Attest: _____

(SEAL)

REC. 7645 PAGE 516

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Nunez, the President and Assistant Secretary, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of June, 1978.

Mary E. Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 28 1981
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Nunez, the President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of June, 1978.

Mary E. Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 28 1981
BONDED THRU GENERAL INS. UNDERWRITERS

OR 7645 PAGE 517

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 27

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof, as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

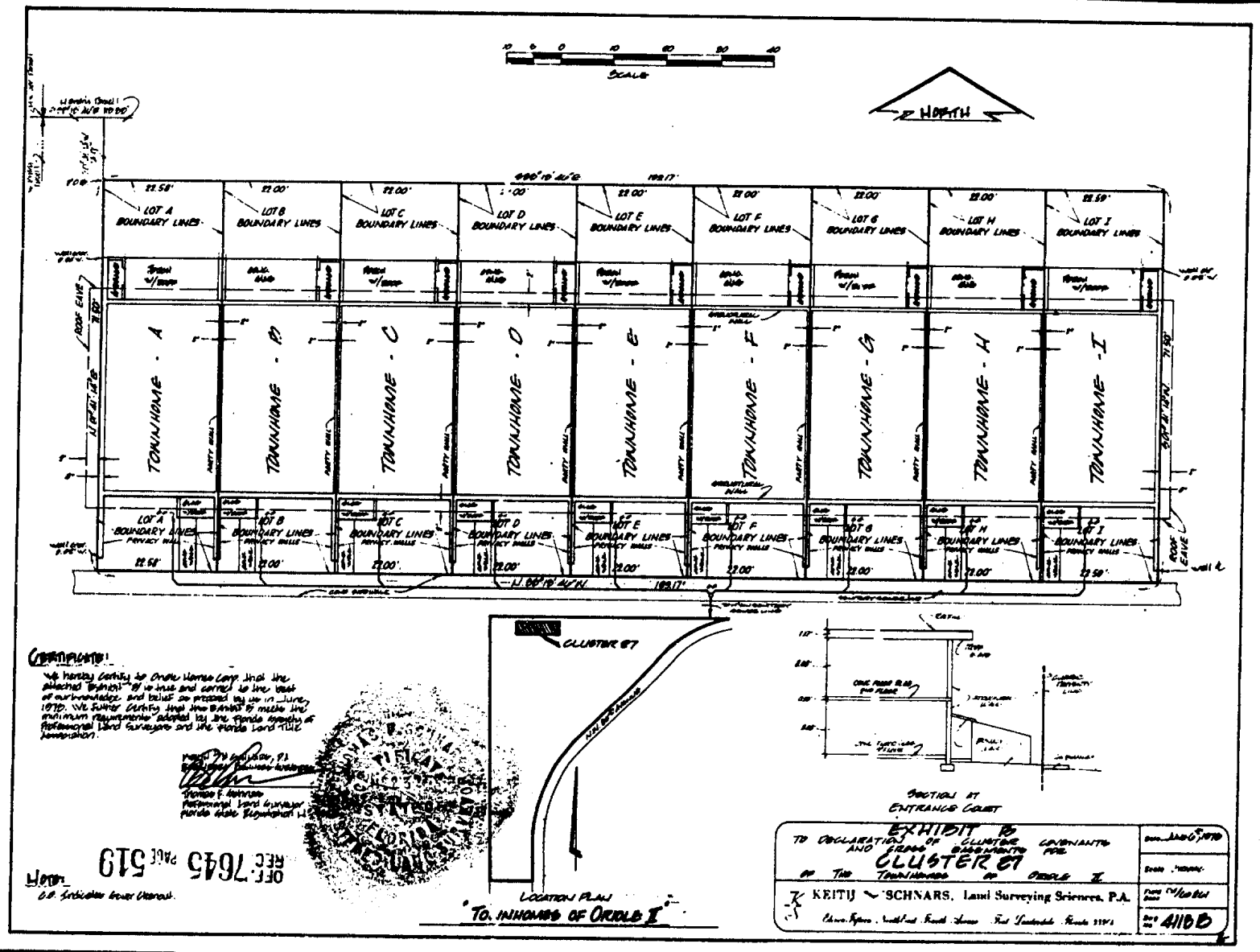
COMMENCE at the Northwest corner of said Parcel 1; thence South 88° 18' 46" East, along the North line of said Parcel 1, a distance of 118.89 feet; thence South 01° 41' 14" West, 14.00 feet to the POINT OF BEGINNING; thence South 88° 18' 46" East, 199.17 feet; thence South 01° 41' 14" West, 71.50 feet; thence North 88° 18' 46" West, 199.17 feet; thence North 01° 41' 14" East, 71.50 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

PREPARED BY:
Thomas F. Schnars, PLS
DATED: August 9, 1977

KEITH ~ SCHNARS Land Surveying Sciences, P.A.

EXHIBIT A

OFF. REC. 7645 PAGE 518



CERTIFICATE:

We hereby certify to Oriole Homes Corp. that the attached Exhibit "B" is true and correct to the best of our knowledge, and belief as prepared by us in June 1978. We further certify that the survey meets the minimum requirements adopted by the Florida Board of Professional Land Surveyors and the Florida Land Title Association.

Thomas F. Mahrous
Professional Land Surveyor
Florida State Registration No.

NOTE:
U.E. Indicates Lower Utensil

OFF. REC. 7645 PAGE 519

EXHIBIT C

FORM OF

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19___, between ORIOLE HOMES CORP., a Florida corporation, hereinafter referred to as "Grantor" and _____

_____

whose post office address is _____

State of _____, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof which is a Townhome also described as follows: The Townhome known as Townhome _____ of Cluster 27 of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster 27, of The Townhomes of Oriole II, recorded in Official Records Book ____, Page ____ of the Public Records of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforedescribed Declaration of Cluster Covenants; in the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records, Book 6381, Page 623 of the Public Records of Broward County, Florida; and in the Declaration Supplement for The Townhomes of Oriole II recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida. The aforementioned Declaration of Cluster Covenants, Declaration of Covenants, Restrictions and Easements, and Declaration Supplement provide for certain land use covenants upon the "Residential Property", "Recreation Area" and "Open Areas" as these land areas are described therein and provide that a portion of the taxes, insurance and other maintenance and monetary obligations referred to therein shall be an Association Expense assessed against the Townhome, as its "Individual Townhome Assessment." Grantee expressly acknowledges and assumes the obligation to pay its "Individual Townhome Assessment" and all other Association Expenses or special assessments applicable to the Cluster Property in which the Townhome is located and/or assessed against the Townhome.

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19__ and subsequent years;

2. Applicable zoning regulations and ordinances;

3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, and the Declaration Supplement for The Townhomes of Oriole II, and any supplements thereto and amendments thereof:

4. All covenants, conditions, restrictions and easements of record, if any, which may now affect the aforedescribed property;

5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 27 of The Townhomes of Oriole II and any amendments thereof;

6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement of improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

_____ By: _____

_____ Attest: _____

(SEAL)

Accepted Grantee:

_____ _____

_____ _____

(SEAL)

OFF. REC. 7645 PAGE 521

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, the _____ and _____, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1978.

_____
Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1978.

_____
Notary Public

My Commission Expires:

OFF. REC. 7645 PAGE 522

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 27 shall be allocated a 1/9 share of the Cluster Expenses assessed against Cluster 27.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

OFF. REC. 7645 PAGE 523

78-294258

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 28
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 28 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 28 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 7th day of November, 1978 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 28 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 28") and has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 623, the Declaration Supplement for the Townhomes of Oriole II (the "Supplement") recorded in Official Records Book 6675, Page 771 and The Townhomes of Oriole II Open Area and Residential Property Supplements (the "Additional Supplements") recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789, (as amended by an Amendment recorded in Official Records Book 7456, Page 174), and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration, Supplement and Additional Supplements call for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration and Supplement); and

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REC 7865 PAGE 125

PREPARED BY
RETURN TO → MARK F. GRANT
RUDEN, BARNETT, McCLOSKY & SCHUSTER
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FORT LAUDERDALE, FLORIDA 33302

103

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 28 Building", referred to herein for brevity as the "Cluster Building") is now "Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 28 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the benefits and burdens hereinafter set forth, the Developer hereby declares that the Cluster Property shall be owned, held, transferred, sold, conveyed, demised, and occupied subject to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens as set forth in the Declaration and Supplement and herein.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Cluster Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "The Townhomes of Oriole" means the multi-phased residential community planned for development upon the Townhomes of Oriole Land as described in the Declaration and includes the "Townhomes of Oriole I" and the "Townhomes of Oriole II" and all improvements now or hereafter located thereon, (as those terms are hereinafter defined).

2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan ("The Townhomes I Plan") has been established by Developer

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REC 7805 PAGE 126

and set forth in the Declaration. The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is declared in the Declaration to be "Residential Property", "Open Areas" and the "Recreation Area", as those terms are hereinafter defined.

3. "The Townhomes of Oriole II" means the second and final multi-phased portion of The Townhomes of Oriole for which a land use plan ("the Townhomes II Plan") has been established by Developer and set forth in the Supplement. The Townhomes of Oriole II includes the land and improvements within the Townhomes of Oriole II Land which is declared in the Supplement to be "Residential Property" and "Open Areas" as those terms are hereinafter defined.

4. "Residential Property" means the Cluster Property.

5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

6. "Open Areas" means the real property particularly described in the legal description thereof attached to the Supplement as Exhibit C, including the "Roadways", "Parking Areas", "Sidewalks" and "Open Areas" as shown on the Townhomes II Plan.

7. "Recreation Area" means the real property and improvements located thereon as shown on the Townhomes I Plan and described in Exhibit D to the Declaration which are set asise for use by Townhome Owners as provided in the Declaration.

8. "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached Townhomes in a

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Cluster Building, detached homes, a single or multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

9. "Townhome Residence" means a Townhome on a particular Lot on the Cluster Property and includes any and all improvements situate thereon.

10. "Townhome Owner" means the owner of a Townhome.

11. "Townhome Residence Owner" means the owner of a Townhome Residence. "Townhome Residence Owners" means the owners of all Townhome Residences in the Cluster Property.

12. "Residence" means the residential unit located upon a Lot within the Cluster Property.

13. "Lot" means the real property within the Cluster Property upon which a Residence is located and as shown on the "Graphic Description" hereinafter described.

14. "Board" means the Board of Directors of the Association.

15. "Townhomes Documents" means in the aggregate the Declaration, the Supplement, the Additional Supplements, the Articles, the By-Laws, this and other Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-Laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records Book 6381, Page 623, of the Public Records of Broward County, Florida, and any amendments or modifications thereto.

19. "Supplement" means the Declaration Supplement for the

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OR 7865 PAGE 128

Townhomes of Oriole II recorded in Official Records Book 6675, Page 771, of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

20. "Additional Supplements" means The Townhomes of Oriole II Open Area and Residential Property Supplements recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789 (as amended by an Amendment recorded in Official Records Book 7456, Page 174) and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

21. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and of the Supplement and includes the following:

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas located on Townhomes of Oriole II Land or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement, or this Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration or Supplement and includes "Cluster Expenses" under

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RE 7695 PAGE 129

this Cluster Declaration.

22. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration, the Supplement and the Additional Supplements as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration and of the Supplement.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as

ORB 7865 PAGE 190

"Residential Property" in accordance with Article III of the Declaration and the Supplement and Paragraph 2 of the Additional Supplements, to be used, transferred, demised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration and Supplement, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto including the right of use of the Open Areas in the Townhomes of Oriole II Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and Supplement and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a Lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the Lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of Lot A and the Townhome Residence constructed thereon (as such Lot designations and Residences are shown on the

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REC 7865 PAGE 131

Graphic Description) is henceforth legally described as follows:

> Townhome A of Cluster 28 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 28 recorded in Official Records Book ____, Page ___ of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

The ownership of a Lot, a Residence, the easement rights in Common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents (hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective Interests or any of such Interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, features or parts which are structural elements of the Cluster Property or of more than one Residence thereon (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without

RE 7505 PAGE 127

limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".

3. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the Lot lines between Residences. All of the foregoing are collectively referred to as "Siding".

4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot lines and all foundational and support structures (hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Areas and

OFF. REC. 7895 PAGE 133

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Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and Supplement and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner may in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(a) Responsibilities of Townhome Residence Owners:

(1) Each Townhome Residence Owner shall maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the exterior appearance of his Townhome Residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or

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varnishing of any outside or exterior portion or surfaces of his Townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection

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of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding any Townhome Residence other than a Townhome Residence in the Cluster Building.

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.

(2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, impairs, or may impair the easement rights of other Townhome Residence Owners or maintenance obligations herein) the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.

(3) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents.

RECORD 7865 PAGE 139

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of the parties and Cluster Property as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements: An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

2. Rights-of-Way: An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. Easement for Encroachment: An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a

REC 7865 PAGE 137

result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Townhome Residence Owners or their designees.

4. Structural Cross Easements: Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of each of the Association, Townhome Residence Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhome Residences and Common Structural Elements within the Cluster Property.

5. Right of Association to Enter upon Cluster Property: An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Cluster Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhomes Documents including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Townhome Residence Owners.

6. An easement for ingress and egress in favor of Developer and its designees in conjunction with its development, marketing and sale of Townhome Residences.

7. Assignments: The easements reserved hereunder unto the Association may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or

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OR 7805 PAGE 138

any other designee of Developer. The Townhome Residence Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Cluster Property or portions thereof in accordance with or to complement the provisions of the Declaration or this Cluster Declaration.

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

1. As provided in the Declaration, Supplement and By-Laws, the Association by its Board, shall prepare a budget of the estimated Association Expenses, which include Recreation Area Expenses, Open Area Expenses and Residential Property Expenses including the "Cluster Expenses" as hereinafter described. The Recreation Area Expenses and Open Area Expenses shall be allocated and assessed amongst the appropriate "Contributing Townhomes" as provided in the Declaration and Supplement. The Cluster Expenses shall be allocated and assessed against each Townhome Residence exclusively, with each Townhome Residence to be assessed a percentage share thereof as set forth in Exhibit D hereto, and which allocated sum shall be assessed as part of the "Annual Townhome Assessment" for such Townhome Residence as defined in the Declaration.

2. In the instance where a Residential Property Expense of the Residential Structure subject to this Cluster Declaration arises in connection with a Residential Structure or Structures located in any other Cluster, such as any utilities for which a single meter governs more than one Residential Structure, the Board shall allocate a portion thereof to this Cluster, tak-

ORB 7865 PAGE 139

ing into consideration the number of Townhomes in each of the Residential Structures incurring such expenses in order to attempt to provide a uniform Annual Townhome Assessment, subject, however, to any expenses occasioned by or for a particular Townhome or Residential Structure which the Board determines should be allocated specifically thereto.

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

The following expenses are specifically declared to be Cluster Expenses which the Association is obligated to collect in the manner provided in this Cluster Declaration, and all of the Townhome Residence Owners are obligated to pay upon assessment. The specification of the following expenses shall in no way limit the meaning of Cluster Expenses or the type or amount of expenses which the Association may incur for which the Townhome Residences and owners thereof will be subject to assessment.

1. Taxes

In the event that any taxing authority having jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any

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such tax shall be included, if possible, in the estimated annual Association Expense budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

All charges levied for utilities providing services for the Cluster Property which are not metered to individual Townhome Residences, whether supplied by a private firm or public utility, including any and all such charges for water, gas, electricity, sewer, and any other type of utility or service charge.

3. Insurance

The premiums on any policy or policies of insurance required under Article IX hereof together with the costs of such other policies of insurance as the Board, with the consent of the Townhome Residence Owners at any meeting thereof, shall determine to be in the best interests of the Cluster Property.

4. Reconstruction of Buildings or Improvements

Any sums necessary to repair, replace, construct or reconstruct any and all buildings or improvements on the Cluster Property damaged by fire, windstorm or other casualty not

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covered in whole or in part by insurance.

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V.B.1 (b) hereinabove in a manner consistent with the development of The Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Cluster Declaration or in curing any default, violation, or failure to perform or abide by such covenants, restrictions, terms and conditions.

7. Operational Expenses

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Cluster Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of the Cluster Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Cluster Expenses hereunder.

8. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Cluster Property, or any part thereof, not

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ME 7865 PAGE 142

herein specifically enumerated and which is determined to be an item of Cluster Expenses by the Association.

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and of the Supplement and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

Each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration) which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owners obtaining same. If, however, any Institutional Mortgagee having a lien upon the Cluster Property or any portion thereof, shall so require the Association shall purchase the following coverage:

A. Public Liability Insurance

Comprehensive policies of public liability insurance covering all of the Common Structural Elements. The insurance purchased shall contain (1) a "Severability of Interest Endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Townhome Residence Owner because of the negligent acts of the Association or other Townhome Residence Owners; (ii) not less than $1,000,000.00 covering all claims for

OFFICIAL RECORDS BOOK 7865 PAGE 143

personal injury and/or property damage arising out of a single occurrence; (iii) protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall be customarily covered with respect to improvements similar to the Building in construction, location and use.

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Denotation Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. A named insured under such policies shall be the

RECORDED IN OFFICIAL RECORDS BOOK 7865 PAGE 111

Association, as trustee for the Townhome Residence Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named thereon, including Institutional Mortgagees holding mortgages within such Cluster Property or the "Servicers" (as defined in the Declaration); and

5. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Townhome Residence Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

6. All policies of insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (a) without the prior written approval of the Association and any Insurance Trustee or (b) when in conflict with the provisions of any Insurance Trust

REC 7965 PAGE 145

Agreement to which the Association may be a party, or (c) any requirement of law.

7. All Institutional Mortgagees shall have the right to approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article IX.

D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for the entire Townhomes of Oriole or portions thereof, provided that the coverages required hereunder are fulfilled.

ARTICLE X

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complies with the covenants, restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Residence Owner or Owners, and any "Institutional Mortgagee" (as defined in the Declaration) in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver

OR 7805 PG 1146

of such covenant or restriction or of the right of such party thereafter to enforce such covenant and restriction. The prevailing party in any such litigation shall be entitled to reasonable court costs and attorneys' fees at all trial and appellate levels.

C. Subordination

The Association and all Townhome Residence Owners covenant that their respective interests in the Recreation Area and Open Areas shall be subordinated to the lien and encumbrance of any existing mortgages, any replacements thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon the Recreation Area or Open Areas. The Association is hereby authorized on behalf of all Townhome Owners to execute any such instruments as Developer shall require to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation solely of Developer and there shall be no obligation of the Association or any Townhome Residence Owner with respect to such payments.

D. Institutional Mortgagees

1. Lien Rights: In the event any bona fide Institutional Mortgagee holding a first mortgage on a Townhome Residence obtains title to such Townhome Residence as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Cluster Expenses or other Association Expenses or assessments by the Association charged to such Townhome Residence or chargeable to the former Townhome Residence Owner of such Townhome Residence which became due prior to the acquisition of title of such

PAGE 1457 BOOK 7805

Townhome Residence as a result of such foreclosure or deed in lieu of foreclosure unless such assessments were secured by a claim of lien filed of record amongst the Public Records of Broward County, Florida prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. The unpaid assessments, if any, shall be collectable from all of the Townhome Residence Owners including the acquirer of title to the Townhome Residence, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Townhome Residence Owners.

2. Amendments: Notwithstanding any provision in this Cluster Declaration to the contrary, this Cluster Declaration cannot be amended in any manner which impairs or prejudices the rights or priorities of the Institutional Mortgagees without the prior written approval of such Institutional Mortgagees.

3. Notices: Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such mortgagee on a Townhome Residence, the Association shall timely deliver to such mortgagee the following:

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Townhome Residence Owners of the self-management of such property;

(b) Written notice of any damage thereafter to a Townhome Residence, the cost of repair of which is estimated by the Association to be in excess of One Thousand ($1,000.00) Dollars;

(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for

RECORD 7965 PAGE 148

distribution to the owners of Townhome Residences; and

(d) Written notice of any material amendment or the abandonment or termination of this Cluster Declaration in accordance with the terms hereof.

E. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

F. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants, restrictions, easements or terms and conditions of this Cluster Declaration or a reduction in the terms of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

H. Conflict

In the event of any conflict between the provisions of the Declaration or Supplement and this Cluster Declaration the

OFF REC 7805 PAGE 149

provisions of the Declaration or Supplement shall prevail unless the Board, in its sole discretion determines that the resolution of the conflict shall not, in any event affect any property other than this Cluster Property, in which event the provisions of this Cluster Declaration shall prevail.

I. Amendment and Modification

The right to amend and modify this Cluster Declaration is hereby reserved unto Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed of record amongst the Public Records of Broward County, Florida, and further provided, however, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration. No amendment or modification which affects any rights or priorities of Institutional Mortgagees shall be effective unless approved in writing by such Institutional Mortgagee.

J. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhome Residences shall run with and bind the Cluster Property and inure to the benefit of Developer, the Association, Townhome Residence Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Townhome Residence Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration, upon which event this Cluster Declaration shall be terminated upon the recording of an instrument of termination signed by all such owners and Mortgagees. In the event this Cluster Declaration

OR 7805 PG 336

is terminated prior to the termination of the Declaration, the obligation to pay Association Expenses to the Association and the lien rights against the Townhome Residences as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Townhome Residence and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration the Townhome Residences shall remain obligated to repair, maintain and reconstruct the Townhome Residence and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article X.B herein.

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 28 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

Mary E. Chapman

Nancy E. La Londe

ORIOLE HOMES CORP.

By: R D Levy, VICE PRES.

Attest: _____

(SEAL)

Mary E. Chapman

Nancy E. La Londe

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: R D Levy

Attest: _____

(SEAL)

RUDEN, BARNETT, McCLOSKY & SCHUSTER, ATTORNEYS AT LAW, 25 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA

OR 7865 PAGE 151

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Nunez, the President and Assistant Secretary, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of November, 1978.

Mary E. Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 28 1981
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Nunez, the President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of November, 1978.

Mary E. Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 28 1981
BONDED THRU GENERAL INS. UNDERWRITERS

RECORDED IN OFFICIAL RECORD BOOK OF BROWARD COUNTY, FLORIDA

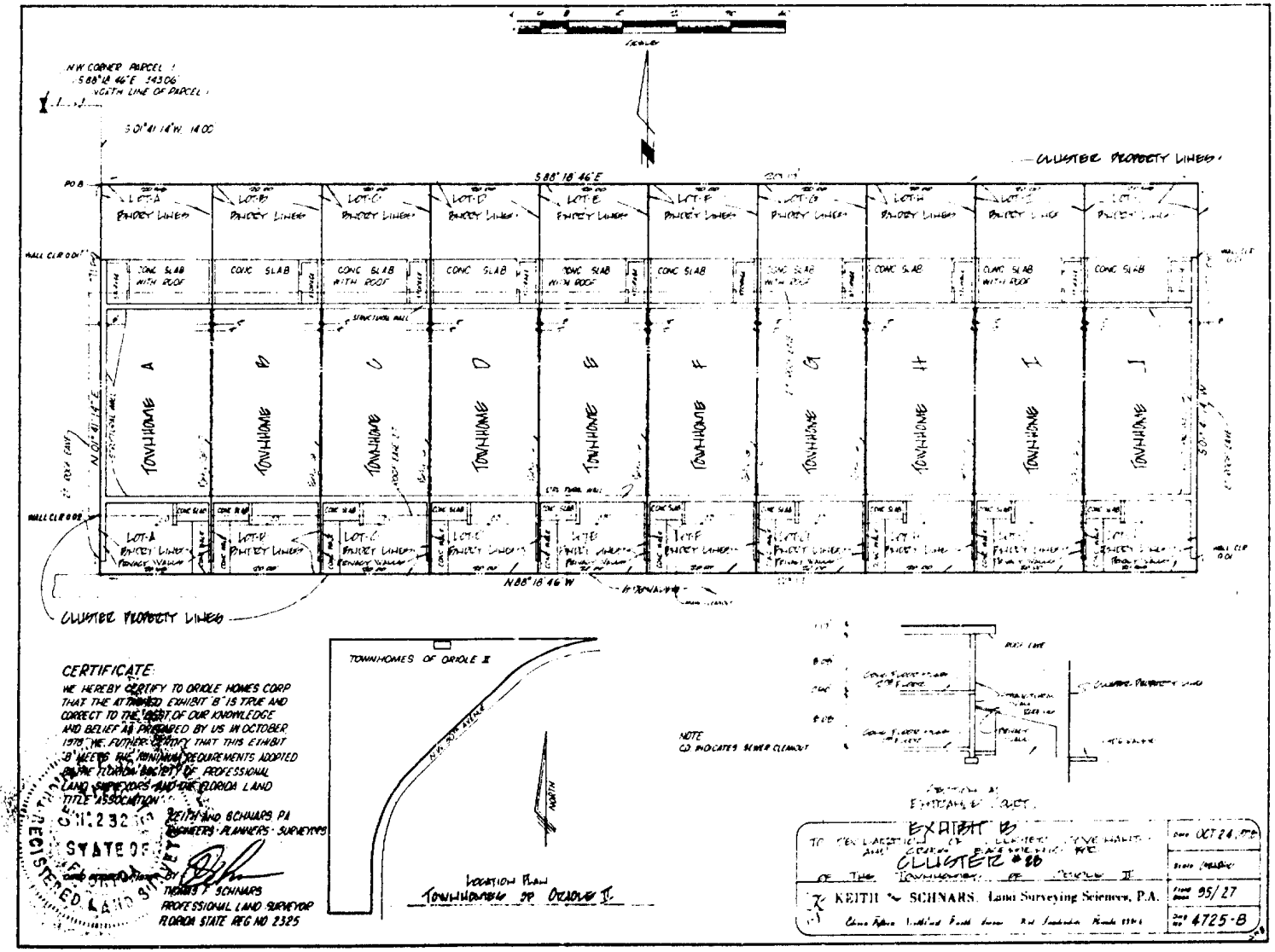
THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 28

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the Northwest corner of said Parcel 1; thence South 88° 18' 46" East, along the North line of said Parcel 1, a distance of 343.06 feet; thence South 01° 41' 14" West, 14.00 feet to the POINT OF BEGINNING; thence South 88° 18' 46" East, 201.17 feet; thence South 01° 41' 14" West, 71.50 feet; thence North 88° 18' 46" West, 201.17 feet; thence North 01° 41' 14" East, 71.50 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

PREPARED BY:
Thomas F. Schnars, PLS
DATED: February 21, 1978

EXHIBIT A



CERTIFICATE:

WE HEREBY CERTIFY TO ORIOLE HOMES CORP THAT THE ATTACHED EXHIBIT 'B' IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS PREPARED BY US IN OCTOBER 1978. WE FURTHER CERTIFY THAT THIS EXHIBIT 'B' MEETS THE MINIMUM REQUIREMENTS ADOPTED BY THE FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS AND THE FLORIDA LAND TITLE ASSOCIATION.

KEITH AND SCHNARS, P.A.
ENGINEERS · PLANNERS · SURVEYORS

STATE OF FLORIDA
REGISTERED LAND SURVEYOR

SIGNATURE BY
THOMAS F. SCHNARS
PROFESSIONAL LAND SURVEYOR
FLORIDA STATE REG NO 2325

REC 7865 PAGE 154

EXHIBIT C

FORM OF

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19___, between ORIOLE HOMES CORP., a Florida corporation, hereinafter referred to as "Grantor" and _____

_____

whose post office address is _____

State of _____, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof which is a Townhome also described as follows: The Townhome known as Townhome _____ of Cluster 28 of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster 28, of The Townhomes of Oriole II, recorded in Official Records Book ____, Page ____ of the Public Records of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforedescribed Declaration of Cluster Covenants; in the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records, Book 6381, Page 623 of the Public Records of Broward County, Florida; and in the Declaration Supplement for The Townhomes of Oriole II recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida. The aforementioned Declaration of Cluster Covenants, Declaration of Covenants, Restrictions and Easements, and Declaration Supplement provide for certain land use covenants upon the "Residential Property", "Recreation Area" and "Open Areas" as these land areas are described therein and provide that a portion of the taxes, insurance and other maintenance and monetary obligations referred to therein shall be an Association Expense assessed against the Townhome, as its "Individual Townhome Assessment." Grantee expressly acknowledges and assumes the obligation to pay its "Individual Townhome Assessment" and all other Association Expenses or special assessments applicable to the Cluster Property in which the Townhome is located and/or assessed against the Townhome.

RE 7865 PAGE 455

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19__ and subsequent years;

2. Applicable zoning regulations and ordinances;

3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, and the Declaration Supplement for The Townhomes of Oriole II, and any supplements thereto and amendments thereof;

4. All covenants, conditions, restrictions and easements of record, if any, which may now affect the aforedescribed property;

5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 28 of The Townhomes of Oriole II and any amendments thereof;

6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement of improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

_____ By: _____

_____ Attest: _____

(SEAL)

Accepted Grantee:

_____ _____

_____ _____

(SEAL)

OR 7265 PAGE 153

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, the _____ and _____, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1978.

_____
Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1978.

_____
Notary Public

My Commission Expires:

RECORD VERIFIED
PAGE 157

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 28 shall be allocated a 10.00% share of the Cluster Expenses assessed against Cluster 28.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
COUNTY ADMINISTRATOR

RECORD VERIFIED

78-253205

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 32
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 32 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 32 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 4th day of October, 1978 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 32 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 32") and has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 623, the Declaration Supplement for the Townhomes of Oriole II (the "Supplement") recorded in Official Records Book 6675, Page 771 and The Townhomes of Oriole II Open Area and Residential Property Supplements (the "Additional Supplements") recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789, (as amended by an Amendment recorded in Official Records Book 7456, Page 174), and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration, Supplement and Additional Supplements call for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration and Supplement); and

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PAGE 190

PREPARED BY
RETURN TO

RUDEN, BARNETT, McCLOSKY & SCHUSTER
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

10300

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 32 Building", referred to herein for brevity as the "Cluster Building") is now "Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 32 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the benefits and burdens hereinafter set forth, the Developer hereby declares that the Cluster Property shall be owned, held, transferred, sold, conveyed, demised, and occupied subject to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens as set forth in the Declaration and Supplement and herein.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Cluster Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "The Townhomes of Oriole" means the multi-phased residential community planned for development upon the Townhomes of Oriole Land as described in the Declaration and includes the "Townhomes of Oriole I" and the "Townhomes of Oriole II" and all improvements now or hereafter located thereon, (as those terms are hereinafter defined).

2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan ("The Townhomes I Plan") has been established by Developer

ORB 7802 PAGE 191

and set forth in the Declaration. The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is declared in the Declaration to be "Residential Property", "Open Areas" and the "Recreation Area", as those terms are hereinafter defined.

3. "The Townhomes of Oriole II" means the second and final multi-phased portion of The Townhomes of Oriole for which a land use plan ("the Townhomes II Plan") has been established by Developer and set forth in the Supplement. The Townhomes of Oriole II includes the land and improvements within the Townhomes of Oriole II Land which is declared in the Supplement to be "Residential Property" and "Open Areas" as those terms are hereinafter defined.

4. "Residential Property" means the Cluster Property.

5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

6. "Open Areas" means the real property particularly described in the legal description thereof attached to the Supplement as Exhibit C, including the "Roadways", "Parking Areas", "Sidewalks" and "Open Areas" as shown on the Townhomes II Plan.

7. "Recreation Area" means the real property and improvements located thereon as shown on the Townhomes I Plan and described in Exhibit D to the Declaration which are set asise for use by Townhome Owners as provided in the Declaration.

8. "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached Townhomes in a

OFF REC 7802 PAGE 192

Cluster Building, detached homes, a single or multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

9. "Townhome Residence" means a Townhome on a particular Lot on the Cluster Property and includes any and all improvements situate thereon.

10. "Townhome Owner" means the owner of a Townhome.

11. "Townhome Residence Owner" means the owner of a Townhome Residence. "Townhome Residence Owners" means the owners of all Townhome Residences in the Cluster Property.

12. "Residence" means the residential unit located upon a Lot within the Cluster Property.

13. "Lot" means the real property within the Cluster Property upon which a Residence is located and as shown on the "Graphic Description" hereinafter described.

14. "Board" means the Board of Directors of the Association.

15. "Townhomes Documents" means in the aggregate the Declaration, the Supplement, the Additional Supplements, the Articles, the By-Laws, this and other Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-Laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records Book 6381, Page 623, of the Public Records of Broward County, Florida, and any amendments or modifications thereto.

19. "Supplement" means the Declaration Supplement for the

OFF REC 7802 PAGE 193

Townhomes of Oriole II recorded in Official Records Book 6675, Page 771, of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

20. "Additional Supplements" means The Townhomes of Oriole II Open Area and Residential Property Supplements recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789 (as amended by an Amendment recorded in Official Records Book 7456, Page 174) and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

21. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and of the Supplement and includes the following:

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas located on Townhomes of Oriole II Land or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement, or this Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration or Supplement and includes "Cluster Expenses" under

OFF REC 7802 PAGE 194

this Cluster Declaration.

22. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration, the Supplement and the Additional Supplements as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration and of the Supplement.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as

OFF 7802 PAGE 195

"Residential Property" in accordance with Article III of the Declaration and the Supplement and Paragraph 2 of the Additional Supplements, to be used, transferred, demised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration and Supplement, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto including the right of use of the Open Areas in the Townhomes of Oriole II Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and Supplement and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a Lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the Lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of Lot A and the Townhome Residence constructed thereon (as such Lot designations and Residences are shown on the

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BROWARD COUNTY, FLA.
PAGE 1396
7802

Graphic Description) is henceforth legally described as follows:

> Townhome A of Cluster 32 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 32 recorded in Official Records Book ____, Page ___ of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

The ownership of a Lot, a Residence, the easement rights in Common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents (hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective Interests or any of such Interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, features or parts which are structural elements of the Cluster Property or of more than one Residence thereon (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without

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BROWARD COUNTY, FLA.

limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".

3. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the Lot lines between Residences. All of the foregoing are collectively referred to as "Siding".

4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot lines and all foundational and support structures (hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Areas and

RUDEN, BARNETT, McCLOSKY & SCHUSTER, ATTORNEYS AT LAW, 25 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA

RECORD 7802 PAGE 198

Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and Supplement and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner may in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(a) Responsibilities of Townhome Residence Owners:

(1) Each Townhome Residence Owner shall maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the exterior appearance of his Townhome Residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or

OFF. REC. 7802 PAGE 199

varnishing of any outside or exterior portion or surfaces of his Townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection

0R 7802 PAGE 200

of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding any Townhome Residence other than a Townhome Residence in the Cluster Building.

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.

(2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, impairs, or may impair the easement rights of other Townhome Residence Owners or maintenance obligations therein) the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.

(3) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents.

OFF. REC. 2087 PAGE 201

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of the parties and Cluster Property as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements: An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

2. Rights-of-Way: An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. Easement for Encroachment: An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a

FILED
OFF 7802 PAGE 202

result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Townhome Residence Owners or their designees.

4. Structural Cross Easements: Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of each of the Association, Townhome Residence Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhome Residences and Common Structural Elements within the Cluster Property.

5. Right of Association to Enter upon Cluster Property: An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Cluster Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhomes Documents including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Townhome Residence Owners.

6. An easement for ingress and egress in favor of Developer and its designees in conjunction with its development, marketing and sale of Townhome Residences.

7. Assignments: The easements reserved hereunder unto the Association may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or

ORB 7802 PAGE 203

any other designee of Developer. The Townhome Residence Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Cluster Property or portions thereof in accordance with or to complement the provisions of the Declaration or this Cluster Declaration.

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

1. As provided in the Declaration, Supplement and By-Laws, the Association by its Board, shall prepare a budget of the estimated Association Expenses, which include Recreation Area Expenses, Open Area Expenses and Residential Property Expenses including the "Cluster Expenses" as hereinafter described. The Recreation Area Expenses and Open Area Expenses shall be allocated and assessed amongst the appropriate "Contributing Townhomes" as provided in the Declaration and Supplement. The Cluster Expenses shall be allocated and assessed against each Townhome Residence exclusively, with each Townhome Residence to be assessed a percentage share thereof as set forth in Exhibit D hereto, and which allocated sum shall be assessed as part of the "Annual Townhome Assessment" for such Townhome Residence as defined in the Declaration.

2. In the instance where a Residential Property Expense of the Residential Structure subject to this Cluster Declaration arises in connection with a Residential Structure or Structures located in any other Cluster, such as any utilities for which a single meter governs more than one Residential Structure, the Board shall allocate a portion thereof to this Cluster, tak-

REC 7802 PAGE 204

ing into consideration the number of Townhomes in each of the Residential Structures incurring such expenses in order to attempt to provide a uniform Annual Townhome Assessment, subject, however, to any expenses occasioned by or for a particular Townhome or Residential Structure which the Board determines should be allocated specifically thereto.

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

The following expenses are specifically declared to be Cluster Expenses which the Association is obligated to collect in the manner provided in this Cluster Declaration, and all of the Townhome Residence Owners are obligated to pay upon assessment. The specification of the following expenses shall in no way limit the meaning of Cluster Expenses or the type or amount of expenses which the Association may incur for which the Townhome Residences and owners thereof will be subject to assessment.

1. Taxes

In the event that any taxing authority having jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any

OFF. REC. 7802 PAGE 205

such tax shall be included, if possible, in the estimated annual Association Expense budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

All charges levied for utilities providing services for the Cluster Property which are not metered to individual Townhome Residences, whether supplied by a private firm or public utility, including any and all such charges for water, gas, electricity, sewer, and any other type of utility or service charge.

3. Insurance

The premiums on any policy or policies of insurance required under Article IX hereof together with the costs of such other policies of insurance as the Board, with the consent of the Townhome Residence Owners at any meeting thereof, shall determine to be in the best interests of the Cluster Property.

4. Reconstruction of Buildings or Improvements

Any sums necessary to repair, replace, construct or reconstruct any and all buildings or improvements on the Cluster Property damaged by fire, windstorm or other casualty not

RECORDED 2087 PAGE 206

covered in whole or in part by insurance.

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V.B.1 (b) hereinabove in a manner consistent with the development of The Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Cluster Declaration or in curing any default, violation, or failure to perform or abide by such covenants, restrictions, terms and conditions.

7. Operational Expenses

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Cluster Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of the Cluster Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Cluster Expenses hereunder.

8. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Cluster Property, or any part thereof, not

FILED 7802 PAGE 207

herein specifically enumerated and which is determined to be an item of Cluster Expenses by the Association.

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and of the Supplement and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

Each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration) which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owners obtaining same. If, however, any Institutional Mortgagee having a lien upon the Cluster Property or any portion thereof, shall so require the Association shall purchase the following coverage:

A. Public Liability Insurance

Comprehensive policies of public liability insurance covering all of the Common Structural Elements. The insurance purchased shall contain (1) a "Severability of Interest Endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Townhome Residence Owner because of the negligent acts of the Association or other Townhome Residence Owners; (ii) not less than $1,000,000.00 covering all claims for

OFF 7802 PAGE 208

personal injury and/or property damage arising out of a single occurrence; (iii) protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall be customarily covered with respect to improvements similar to the Building in construction, location and use.

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Denotation Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. A named insured under such policies shall be the

OR 6502 PAGE 269

Association, as trustee for the Townhome Residence Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named thereon, including Institutional Mortgagees holding mortgages within such Cluster Property or the "Servicers" (as defined in the Declaration); and

5. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Townhome Residence Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

6. All policies of insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (a) without the prior written approval of the Association and any Insurance Trustee or (b) when in conflict with the provisions of any Insurance Trust

RECORDED 7802 PAGE 210

Agreement to which the Association may be a party, or (c) any requirement of law.

7. All Institutional Mortgagees shall have the right to approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article IX.

D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for the entire Townhomes of Oriole or portions thereof, provided that the coverages required hereunder are fulfilled.

ARTICLE X

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complies with the covenants, restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Residence Owner or Owners, and any "Institutional Mortgagee" (as defined in the Declaration) in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver

RECORD 7802 PAGE 211

of such covenant or restriction or of the right of such party thereafter to enforce such covenant and restriction. The prevailing party in any such litigation shall be entitled to reasonable court costs and attorneys' fees at all trial and appellate levels.

C. Subordination

The Association and all Townhome Residence Owners covenant that their respective interests in the Recreation Area and Open Areas shall be subordinated to the lien and encumbrance of any existing mortgages, any replacements thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon the Recreation Area or Open Areas. The Association is hereby authorized on behalf of all Townhome Owners to execute any such instruments as Developer shall require to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation solely of Developer and there shall be no obligation of the Association or any Townhome Residence Owner with respect to such payments.

D. Institutional Mortgagees

1. Lien Rights: In the event any bona fide Institutional Mortgagee holding a first mortgage on a Townhome Residence obtains title to such Townhome Residence as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Cluster Expenses or other Association Expenses or assessments by the Association charged to such Townhome Residence or chargeable to the former Townhome Residence Owner of such Townhome Residence which became due prior to the acquisition of title of such

OFF REC 7802 PAGE 212

Townhome Residence as a result of such foreclosure or deed in lieu of foreclosure unless such assessments were secured by a claim of lien filed of record amongst the Public Records of Broward County, Florida prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. The unpaid assessments, if any, shall be collectable from all of the Townhome Residence Owners including the acquirer of title to the Townhome Residence, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Townhome Residence Owners.

2. Amendments: Notwithstanding any provision in this Cluster Declaration to the contrary, this Cluster Declaration cannot be amended in any manner which impairs or prejudices the rights or priorities of the Institutional Mortgagees without the prior written approval of such Institutional Mortgagees.

3. Notices: Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such mortgagee on a Townhome Residence, the Association shall timely deliver to such mortgagee the following:

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Townhome Residence Owners of the self-management of such property;

(b) Written notice of any damage thereafter to a Townhome Residence, the cost of repair of which is estimated by the Association to be in excess of One Thousand ($1,000.00) Dollars;

(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for

RECORDED IN OFFICIAL RECORDS BOOK 7802 PAGE 213

distribution to the owners of Townhome Residences; and

(d) Written notice of any material amendment or the abandonment or termination of this Cluster Declaration in accordance with the terms hereof.

E. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

F. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants, restrictions, easements or terms and conditions of this Cluster Declaration or a reduction in the terms of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

H. Conflict

In the event of any conflict between the provisions of the Declaration or Supplement and this Cluster Declaration the

REC 7802 PAGE 214

provisions of the Declaration or Supplement shall prevail unless the Board, in its sole discretion determines that the resolution of the conflict shall not, in any event affect any property other than this Cluster Property, in which event the provisions of this Cluster Declaration shall prevail.

I. Amendment and Modification

The right to amend and modify this Cluster Declaration is hereby reserved unto Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed of record amongst the Public Records of Broward County, Florida, and further provided, however, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration. No amendment or modification which affects any rights or priorities of Institutional Mortgagees shall be effective unless approved in writing by such Institutional Mortgagee.

J. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhome Residences shall run with and bind the Cluster Property and inure to the benefit of Developer, the Association, Townhome Residence Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Townhome Residence Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration, upon which event this Cluster Declaration shall be terminated upon the recording of an instrument of termination signed by all such owners and Mortgagees. In the event this Cluster Declaration

REC 7802 PAGE 215

is terminated prior to the termination of the Declaration, the obligation to pay Association Expenses to the Association and the lien rights against the Townhome Residences as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Townhome Residence and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration the Townhome Residences shall remain obligated to repair, maintain and reconstruct the Townhome Residence and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article X.B herein.

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 32 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

ORIOLE HOMES CORP.

By: _____

Attest: _____

(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: _____

Attest: _____

(SEAL)

RECORD VERIFIED
BROWARD COUNTY, FLORIDA
JOHN E. HALL
CLERK CIRCUIT COURT

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Nunez, the President and Assistant Secretary, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of October, 1978.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 28 1981
BONDED THRU GENERAL INS UNDERWRITERS

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Nunez, the President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of October, 1978.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 28 1981
BONDED THRU GENERAL INS UNDERWRITERS

OFF REC 7802 PAGE 217

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 32

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida described as follows:

COMMENCE at the Northwest corner of said Parcel 1; thence South 00° 12' 47" West, along the said West boundary of said Parcel 1, a distance of 372.38 feet; thence South 89° 47' 13" East, 406.12 feet to the POINT OF BEGINNING; thence North 83° 19' 10" East, 71.50 feet; thence South 06° 40' 50" East, 133.17 feet; thence South 83° 19' 10" West, 71.50 feet; thence North 06° 40' 50" West, 133.17 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

PREPARED BY:
Thomas F. Schnars, PLS
DATED: February 21, 1978

KEITH and SCHNARS, P.A. Engineers - Planners - Surveyors

EXHIBIT A

FILED
7802 PAGE 218

NORTH

SCALE

SEE PLAT BOOK 7802 PAGE 219

CLUSTER PROPERTY LINE

40.00' AC. ESMT.

100.17'

LOT 'A' PATIO LINES

LOT 'B' PATIO LINES

LOT 'C' PATIO LINES

LOT 'D' PATIO LINES

LOT 'E' PATIO LINES

LOT 'F' PATIO LINES

ROOFED CONC SLAB

CONC SLAB

ROOFED CONC SLAB

CONC SLAB

ROOFED CONC SLAB

ROOFED CONC SLAB

TOWNHOME 'A'

TOWNHOME 'B'

TOWNHOME 'C'

TOWNHOME 'D'

TOWNHOME 'E'

TOWNHOME 'F'

CLUSTER PROPERTY LINES

CERTIFICATE:

NOTE:

LOCATION PLAN

TO TOWNHOMES OF ORIOLE II

SECTION AT ENTRANCE COURT

EXHIBIT "B"

TO DECLARATION OF CONDOMINIUM FOR

CLUSTER 32

OF THE TOWNHOMES OF ORIOLE II

KEITH & SCHNARS, Land Surveying Sciences, P.A.

DATE 9-11-78

SCALE 1"=40'

FILE 95/22

JOB NO. 4527-B

EXHIBIT C

FORM OF

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19___, between ORIOLE HOMES CORP., a Florida corporation, hereinafter referred to as "Grantor" and _____

_____

whose post office address is _____

State of _____, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof which is a Townhome also described as follows: The Townhome known as Townhome _____ of Cluster 32 of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster 32, of The Townhomes of Oriole II, recorded in Official Records Book ____, Page ____ of the Public Records of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforedescribed Declaration of Cluster Covenants; in the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records, Book 6381, Page 623 of the Public Records of Broward County, Florida; and in the Declaration Supplement for The Townhomes of Oriole II recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida. The aforementioned Declaration of Cluster Covenants, Declaration of Covenants, Restrictions and Easements, and Declaration Supplement provide for certain land use covenants upon the "Residential Property", "Recreation Area" and "Open Areas" as these land areas are described therein and provide that a portion of the taxes, insurance and other maintenance and monetary obligations referred to therein shall be an Association Expense assessed against the Townhome, as its "Individual Townhome Assessment." Grantee expressly acknowledges and assumes the obligation to pay its "Individual Townhome Assessment" and all other Association Expenses or special assessments applicable to the Cluster Property in which the Townhome is located and/or assessed against the Townhome.

RECORDED IN OFFICIAL RECORDS BOOK
PAGE 220

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19__ and subsequent years;

2. Applicable zoning regulations and ordinances;

3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, and the Declaration Supplement for The Townhomes of Oriole II, and any supplements thereto and amendments thereof;

4. All covenants, conditions, restrictions and easements of record, if any, which may now affect the aforedescribed property;

5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 32 of The Townhomes of Oriole II and any amendments thereof;

6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement of improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

_____

By: _____

_____

Attest: _____

(SEAL)

Accepted Grantee:

_____

_____

_____

_____

(SEAL)

OFF REC 7802 PAGE 221

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, the _____ and _____, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1978.

_____
Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1978.

_____
Notary Public

My Commission Expires:

RECORD VERIFIED
PAGE 222

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 32 shall be allocated a one-sixth (1/6) share of the Cluster Expenses assessed against Cluster 32.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
BROWARD COUNTY ADMINISTRATOR

REC. 7802 PAGE 223

78-276350

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 33
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 33 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 33 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 23rd day of October, 1978 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 33 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 33") and has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 623, the Declaration Supplement for the Townhomes of Oriole II (the "Supplement") recorded in Official Records Book 6675, Page 771 and The Townhomes of Oriole II Open Area and Residential Property Supplements (the "Additional Supplements") recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789, (as amended by an Amendment recorded in Official Records Book 7456, Page 174), and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration, Supplement and Additional Supplements call for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration and Supplement); and

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OFF. REC. 7834 PAGE 400

PREPARED BY
RETURN TO

MARK F. GRANT
RUDEN, BARNETT, McCLOSKY & SCHUSTER
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 33 Building", referred to herein for brevity as the "Cluster Building") is now "Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 33 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the benefits and burdens hereinafter set forth, the Developer hereby declares that the Cluster Property shall be owned, held, transferred, sold, conveyed, demised, and occupied subject to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens as set forth in the Declaration and Supplement and herein.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Cluster Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "The Townhomes of Oriole" means the multi-phased residential community planned for development upon the Townhomes of Oriole Land as described in the Declaration and includes the "Townhomes of Oriole I" and the "Townhomes of Oriole II" and all improvements now or hereafter located thereon, (as those terms are hereinafter defined).

2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan ("The Townhomes I Plan") has been established by Developer

OFF. REC. 7834 PAGE 410

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and set forth in the Declaration. The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is declared in the Declaration to be "Residential Property", "Open Areas" and the "Recreation Area", as those terms are hereinafter defined.

3. "The Townhomes of Oriole II" means the second and final multi-phased portion of The Townhomes of Oriole for which a land use plan ("the Townhomes II Plan") has been established by Developer and set forth in the Supplement. The Townhomes of Oriole II includes the land and improvements within the Townhomes of Oriole II Land which is declared in the Supplement to be "Residential Property" and "Open Areas" as those terms are hereinafter defined.

4. "Residential Property" means the Cluster Property.

5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

6. "Open Areas" means the real property particularly described in the legal description thereof attached to the Supplement as Exhibit C, including the "Roadways", "Parking Areas", "Sidewalks" and "Open Areas" as shown on the Townhomes II Plan.

7. "Recreation Area" means the real property and improvements located thereon as shown on the Townhomes I Plan and described in Exhibit D to the Declaration which are set asise for use by Townhome Owners as provided in the Declaration.

8. "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached Townhomes in a

OFF. REC. 7834 PAGE 411

Cluster Building, detached homes, a single or multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

9. "Townhome Residence" means a Townhome on a particular Lot on the Cluster Property and includes any and all improvements situate thereon.

10. "Townhome Owner" means the owner of a Townhome.

11. "Townhome Residence Owner" means the owner of a Townhome Residence. "Townhome Residence Owners" means the owners of all Townhome Residences in the Cluster Property.

12. "Residence" means the residential unit located upon a Lot within the Cluster Property.

13. "Lot" means the real property within the Cluster Property upon which a Residence is located and as shown on the "Graphic Description" hereinafter described.

14. "Board" means the Board of Directors of the Association.

15. "Townhomes Documents" means in the aggregate the Declaration, the Supplement, the Additional Supplements, the Articles, the By-Laws, this and other Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-Laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records Book 6381, Page 623, of the Public Records of Broward County, Florida, and any amendments or modifications thereto.

19. "Supplement" means the Declaration Supplement for the

OFF. REC. 7834 PAGE 412

Townhomes of Oriole II recorded in Official Records Book 6675, Page 771, of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

20. "Additional Supplements" means The Townhomes of Oriole II Open Area and Residential Property Supplements recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789 (as amended by an Amendment recorded in Official Records Book 7456, Page 174) and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

21. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and of the Supplement and includes the following:

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas located on Townhomes of Oriole II Land or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement, or this Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration or Supplement and includes "Cluster Expenses" under

OFF. REC. 7834 PAGE 413

this Cluster Declaration.

22. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration, the Supplement and the Additional Supplements as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration and of the Supplement.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as

OFF. REC. 7834 PAGE 414

"Residential Property" in accordance with Article III of the Declaration and the Supplement and Paragraph 2 of the Auditional Supplements, to be used, transferred, demised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration and Supplement, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto including the right of use of the Open Areas in the Townhomes of Oriole II Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and Supplement and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a Lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the Lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of Lot A and the Townhome Residence constructed thereon (as such Lot designations and Residences are shown on the

OFF. REC. 7834 PAGE 415

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Graphic Description) is henceforth legally described as follows:

> Townhome A of Cluster 33 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 33 recorded in Official Records Book ____, Page ___ of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

The ownership of a Lot, a Residence, the easement rights in Common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents (hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective Interests or any of such Interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, features or parts which are structural elements of the Cluster Property or of more than one Residence thereon (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without

OFF. REC. 7834 PAGE 446

limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".

3. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the Lot lines between Residences. All of the foregoing are collectively referred to as "Siding".

4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot lines and all foundational and support structures (hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Areas and

OFF. REC. 7834 PAGE 117

Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and Supplement and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner may in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(a) Responsibilities of Townhome Residence Owners:

(1) Each Townhome Residence Owner shall maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the exterior appearance of his Townhome Residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or

OFF. REC. 7834 PAGE 418

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varnishing of any outside or exterior portion or surfaces of his Townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection

OFF. REC. 7834 PAGE 419

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of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding any Townhome Residence other than a Townhome Residence in the Cluster Building.

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.

(2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, impairs, or may impair the easement rights of other Townhome Residence Owners or maintenance obligations therein) the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.

(3) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents.

OFF. REC. 7834 PAGE 420

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ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of the parties and Cluster Property as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements: An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

2. Rights-of-Way: An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. Easement for Encroachment: An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a

OFF. REC. 7834 PAGE 421

result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Townhome Residence Owners or their designees.

4. Structural Cross Easements: Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of each of the Association, Townhome Residence Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhome Residences and Common Structural Elements within the Cluster Property.

5. Right of Association to Enter upon Cluster Property: An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Cluster Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhomes Documents including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Townhome Residence Owners.

6. An easement for ingress and egress in favor of Developer and its designees in conjunction with its development, marketing and sale of Townhome Residences.

7. Assignments: The easements reserved hereunder unto the Association may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or

OFF. REC. 7834 PAGE 422

any other designee of Developer. The Townhome Residence Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Cluster Property or portions thereof in accordance with or to complement the provisions of the Declaration or this Cluster Declaration.

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

1. As provided in the Declaration, Supplement and By-Laws, the Association by its Board, shall prepare a budget of the estimated Association Expenses, which include Recreation Area Expenses, Open Area Expenses and Residential Property Expenses including the "Cluster Expenses" as hereinafter described. The Recreation Area Expenses and Open Area Expenses shall be allocated and assessed amongst the appropriate "Contributing Townhomes" as provided in the Declaration and Supplement. The Cluster Expenses shall be allocated and assessed against each Townhome Residence exclusively, with each Townhome Residence to be assessed a percentage share thereof as set forth in Exhibit D hereto, and which allocated sum shall be assessed as part of the "Annual Townhome Assessment" for such Townhome Residence as defined in the Declaration.

2. In the instance where a Residential Property Expense of the Residential Structure subject to this Cluster Declaration arises in connection with a Residential Structure or Structures located in any other Cluster, such as any utilities for which a single meter governs more than one Residential Structure, the Board shall allocate a portion thereof to this Cluster, tak-

ORB 7834 PAGE 423

ing into consideration the number of Townhomes in each of the Residential Structures incurring such expenses in order to attempt to provide a uniform Annual Townhome Assessment, subject, however, to any expenses occasioned by or for a particular Townhome or Residential Structure which the Board determines should be allocated specifically thereto.

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

The following expenses are specifically declared to be Cluster Expenses which the Association is obligated to collect in the manner provided in this Cluster Declaration, and all of the Townhome Residence Owners are obligated to pay upon assessment. The specification of the following expenses shall in no way limit the meaning of Cluster Expenses or the type or amount of expenses which the Association may incur for which the Townhome Residences and owners thereof will be subject to assessment.

1. Taxes

In the event that any taxing authority having jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any

OFF. REC. 7834 PAGE 424

such tax shall be included, if possible, in the estimated annual Association Expense budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

All charges levied for utilities providing services for the Cluster Property which are not metered to individual Townhome Residences, whether supplied by a private firm or public utility, including any and all such charges for water, gas, electricity, sewer, and any other type of utility or service charge.

3. Insurance

The premiums on any policy or policies of insurance required under Article IX hereof together with the costs of such other policies of insurance as the Board, with the consent of the Townhome Residence Owners at any meeting thereof, shall determine to be in the best interests of the Cluster Property.

4. Reconstruction of Buildings or Improvements

Any sums necessary to repair, replace, construct or reconstruct any and all buildings or improvements on the Cluster Property damaged by fire, windstorm or other casualty not

OFF. REC. 7834 PAGE 425

covered in whole or in part by insurance.

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V.B.1 (b) hereinabove in a manner consistent with the development of The Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Cluster Declaration or in curing any default, violation, or failure to perform or abide by such covenants, restrictions, terms and conditions.

7. Operational Expenses

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Cluster Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of the Cluster Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Cluster Expenses hereunder.

8. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Cluster Property, or any part thereof, not

OFF. REC. 7834 PAGE 420

herein specifically enumerated and which is determined to be an item of Cluster Expenses by the Association.

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and of the Supplement and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

Each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration) which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owners obtaining same. If, however, any Institutional Mortgagee having a lien upon the Cluster Property or any portion thereof, shall so require the Association shall purchase the following coverage:

A. Public Liability Insurance

Comprehensive policies of public liability insurance covering all of the Common Structural Elements. The insurance purchased shall contain (1) a "Severability of Interest Endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Townhome Residence Owner because of the negligent acts of the Association or other Townhome Residence Owners; (ii) not less than $1,000,000.00 covering all claims for

OFF. REC. 7834 PAGE 427

personal injury and/or property damage arising out of a single occurrence; (iii) protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall be customarily covered with respect to improvements similar to the Building in construction, location and use.

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Denotation Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. A named insured under such policies shall be the

OFF. REC. 7834 PAGE 428

Association, as trustee for the Townhome Residence Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named thereon, including Institutional Mortgagees holding mortgages within such Cluster Property or the "Servicers" (as defined in the Declaration); and

5. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Townhome Residence Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

6. All policies of insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (a) without the prior written approval of the Association and any Insurance Trustee or (b) when in conflict with the provisions of any Insurance Trust

OFF. REC. 7834 PAGE 429

Agreement to which the Association may be a party, or (c) any requirement of law.

7. All Institutional Mortgagees shall have the right to approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article IX.

D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for the entire Townhomes of Oriole or portions thereof, provided that the coverages required hereunder are fulfilled.

ARTICLE X

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complies with the covenants, restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Residence Owner or Owners, and any "Institutional Mortgagee" (as defined in the Declaration) in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver

OFF. REC. 7834 PAGE 4930

of such covenant or restriction or of the right of such party thereafter to enforce such covenant and restriction. The prevailing party in any such litigation shall be entitled to reasonable court costs and attorneys' fees at all trial and appellate levels.

C. Subordination

The Association and all Townhome Residence Owners covenant that their respective interests in the Recreation Area and Open Areas shall be subordinated to the lien and encumbrance of any existing mortgages, any replacements thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon the Recreation Area or Open Areas. The Association is hereby authorized on behalf of all Townhome Owners to execute any such instruments as Developer shall require to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation solely of Developer and there shall be no obligation of the Association or any Townhome Residence Owner with respect to such payments.

D. Institutional Mortgagees

1. Lien Rights: In the event any bona fide Institutional Mortgagee holding a first mortgage on a Townhome Residence obtains title to such Townhome Residence as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Cluster Expenses or other Association Expenses or assessments by the Association charged to such Townhome Residence or chargeable to the former Townhome Residence Owner of such Townhome Residence which became due prior to the acquisition of title of such

OFF. REC. 7834 PAGE 431

Townhome Residence as a result of such foreclosure or deed in lieu of foreclosure unless such assessments were secured by a claim of lien filed of record amongst the Public Records of Broward County, Florida prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. The unpaid assessments, if any, shall be collectable from all of the Townhome Residence Owners including the acquirer of title to the Townhome Residence, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Townhome Residence Owners.

2. Amendments: Notwithstanding any provision in this Cluster Declaration to the contrary, this Cluster Declaration cannot be amended in any manner which impairs or prejudices the rights or priorities of the Institutional Mortgagees without the prior written approval of such Institutional Mortgagees.

3. Notices: Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such mortgagee on a Townhome Residence, the Association shall timely deliver to such mortgagee the following:

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Townhome Residence Owners of the self-management of such property;

(b) Written notice of any damage thereafter to a Townhome Residence, the cost of repair of which is estimated by the Association to be in excess of One Thousand ($1,000.00) Dollars;

(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for

OFF. REC. 7834 PAGE 132

RUDEN, BARNETT, McCLOSKY & SCHUSTER, ATTORNEYS AT LAW, 25 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA

distribution to the owners of Townhome Residences; and

(d) Written notice of any material amendment or the abandonment or termination of this Cluster Declaration in accordance with the terms hereof.

E. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

F. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof which shall remain in full force and effect. Further, the invalidation of any of the covenants, restrictions, easements or terms and conditions of this Cluster Declaration or a reduction in the terms of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

H. Conflict

In the event of any conflict between the provisions of the Declaration or Supplement and this Cluster Declaration the

OFF. REC. 7834 PAGE 433

provisions of the Declaration or Supplement shall prevail unless the Board, in its sole discretion determines that the resolution of the conflict shall not, in any event affect any property other than this Cluster Property, in which event the provisions of this Cluster Declaration shall prevail.

I. Amendment and Modification

The right to amend and modify this Cluster Declaration is hereby reserved unto Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed of record amongst the Public Records of Broward County, Florida, and further provided, however, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration. No amendment or modification which affects any rights or priorities of Institutional Mortgagees shall be effective unless approved in writing by such Institutional Mortgagee.

J. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhome Residences shall run with and bind the Cluster Property and inure to the benefit of Developer, the Association, Townhome Residence Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Townhome Residence Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration, upon which event this Cluster Declaration shall be terminated upon the recording of an instrument of termination signed by all such owners and Mortgagees. In the event this Cluster Declaration

OFF. REC. 7834 PAGE 434

is terminated prior to the termination of the Declaration, the obligation to pay Association Expenses to the Association and the lien rights against the Townhome Residences as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Townhome Residence and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration the Townhome Residences shall remain obligated to repair, maintain and reconstruct the Townhome Residence and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article X.B herein.

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 33 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

Karen Zinkelstein

Michael A. Jacobs

ORIOLE HOMES CORP.

By: _____

Attest: _____

(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

Karen Zinkelstein

Michael A. Jacobs

By: _____

Attest: _____

(SEAL)

RUDEN, BARNETT, McCLOSKY & SCHUSTER, ATTORNEYS AT LAW, 25 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA

OFF. REC. 7834 PAGE 435

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting A. Nunez and Ruthann Dietrich, the Vice President and Assistant Secretary, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of October 1978.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES
BONDED THRU GENERAL

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting Peter W. Schwab and A. Nunez, the Vice President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of October 1978.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES
BONDED THRU GENERAL

OFF. REC. 7834 PAGE 436

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 33

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida described as follows:

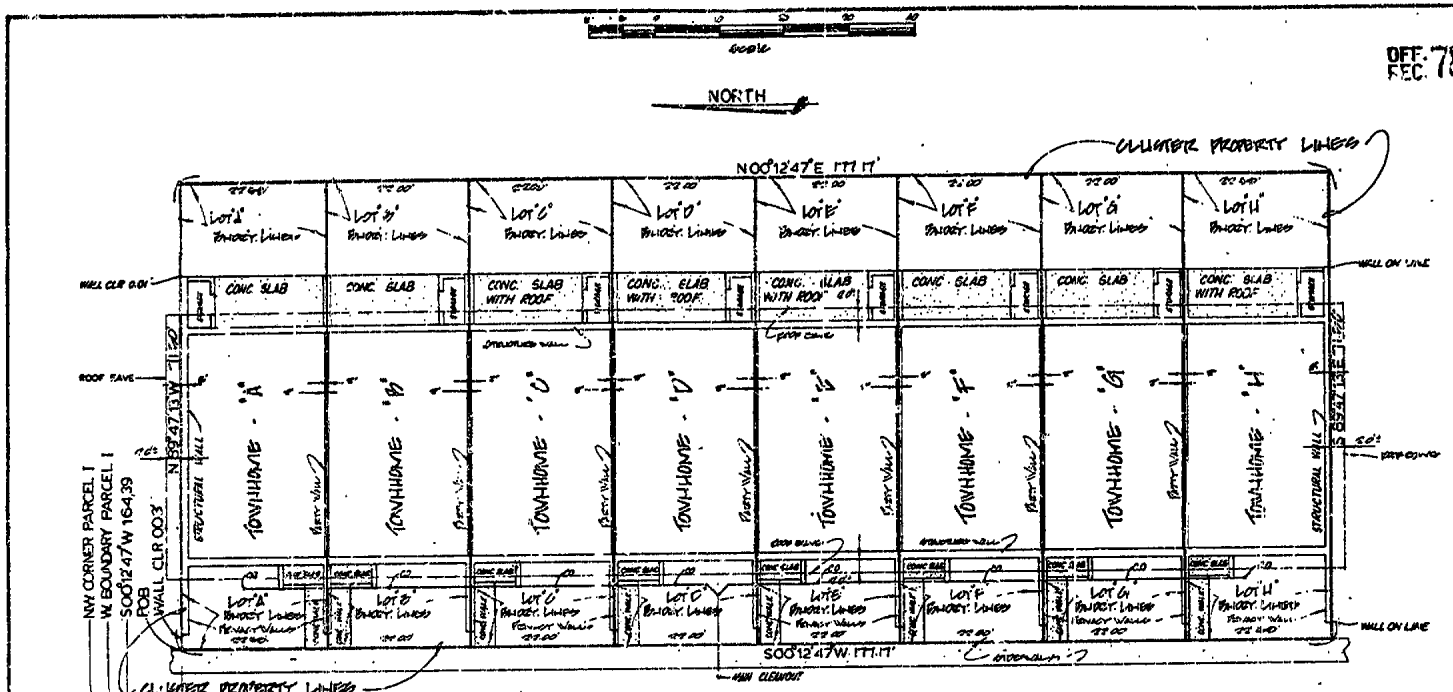
COMMENCE at the Northwest corner of said Parcel 1; thence South 00° 12' 47" West, along the West boundary of said Parcel 1, a distance of 164.39 feet; thence South 89° 47' 13" East, 408.42 feet to the POINT OF BEGINNING; thence continue South 89° 47' 13" East, 71.50 feet; thence South 00° 12' 47" West, 177.17 feet; thence North 89° 47' 13" West, 71.50 feet; thence North 00° 12' 47" East, 177.17 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

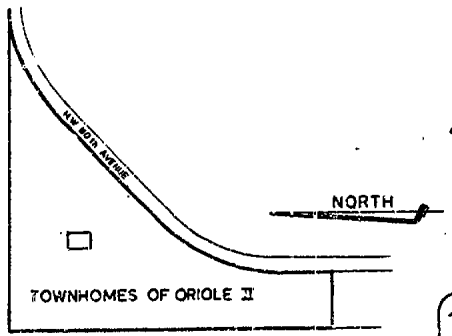
PREPARED BY:
Thomas F. Schnars, PLS
DATED: February 21, 1978

KEITH and SCHNARS, P.A. Engineers - Planners - Surveyors

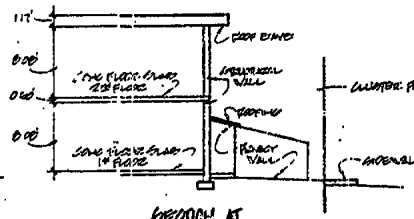
EXHIBIT A

OFF. REC. 7834 PAGE 137





LOCATION PLAN
TOWNHOMES OF ORIOLE II



BRANCH AT
ENTRANCE COURT

CERTIFICATE:

"I, the undersigned surveyor, to the best of my knowledge, information and belief, am registered to practice surveying in the State of Florida, and that this exhibit is correct to the best of my knowledge and belief as prepared by me on September 27, 1978. I further certify that this exhibit is within the boundaries described by the Florida Society of Professional Land Surveyors and the Florida Land Title Association."

DATED SEPTEMBER 27, 1978

NOTE:
L.B. - Indicates Corner Monument

EXHIBIT "B"
TO DECLARATION OF CLUSTER COVENANTS AND EASEMENTS FOR CLUSTER
OF THE TOWNHOMES OF ORIOLE II

KEITH & SCHNARS, Land Surveying Sciences, P.A.	DATE SEPT. 27, 1978
	SCALE: GRAPHIC
	JOB NO. 195/26
	DWG. NO. 4624-B

28

EXHIBIT C

FORM OF

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19___, between ORIOLE HOMES CORP., a Florida corporation, hereinafter referred to as "Grantor" and _____

_____

whose post office address is _____

State of _____, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof which is a Townhome also described as follows: The Townhome known as Townhome _____ of Cluster 33 of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster 33, of The Townhomes of Oriole II, recorded in Official Records Book ____, Page ____ of the Public Records of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforedescribed Declaration of Cluster Covenants; in the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records, Book 6381, Page 623 of the Public Records of Broward County, Florida; and in the Declaration Supplement for The Townhomes of Oriole II recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida. The aforementioned Declaration of Cluster Covenants, Declaration of Covenants, Restrictions and Easements, and Declaration Supplement provide for certain land use covenants upon the "Residential Property", "Recreation Area" and "Open Areas" as these land areas are described therein and provide that a portion of the taxes, insurance and other maintenance and monetary obligations referred to therein shall be an Association Expense assessed against the Townhome, as its "Individual Townhome Assessment." Grantee expressly acknowledges and assumes the obligation to pay its "Individual Townhome Assessment" and all other Association Expenses or special assessments applicable to the Cluster Property in which the Townhome is located and/or assessed against the Townhome.

OFF. REC. 7834 PAGE 439

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19__ and subsequent years;

2. Applicable zoning regulations and ordinances;

3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, and the Declaration Supplement for The Townhomes of Oriole II, and any supplements thereto and amendments thereof;

4. All covenants, conditions, restrictions and easements of record, if any, which may now affect the aforedescribed property;

5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 33 of The Townhomes of Oriole II and any amendments thereof;

6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement of improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

_____ By: _____

_____ Attest: _____

(SEAL)

Accepted Grantee:

_____ _____

_____ _____

(SEAL)

OFF. REC. 7834 PAGE 440

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, the _____ and _____, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1978.

_____
Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1978.

_____
Notary Public

My Commission Expires:

OFF. REC. 7804 PAGE 441

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 33 shall be allocated a one-eighth (1/8) share of the Cluster Expenses assessed against Cluster 33.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
B. R. KAUTH
ACTING COUNTY ADMINISTRATOR

REC: 7834 PAGE 418

78-330124

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 36
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 36 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 36 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 6th day of December, 197__ by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 36 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 36") and has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 623, the Declaration Supplement for the Townhomes of Oriole II (the "Supplement") recorded in Official Records Book 6675, Page 771 and The Townhomes of Oriole II Open Area and Residential Property Supplements (the "Additional Supplements") recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789, (as amended by an Amendment recorded in Official Records Book 7456, Page 174), and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration, Supplement and Additional Supplements call for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration and Supplement); and

Dec 14 3 52 PM '78

7929 PAGE 521

PREPARED BY RETURN TO

RUDEN, BARNETT, McCLOSKY & SCHUSTER
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 36 Building", referred to herein for brevity as the "Cluster Building") is now "Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 36 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the benefits and burdens hereinafter set forth, the Developer hereby declares that the Cluster Property shall be owned, held, transferred, sold, conveyed, demised, and occupied subject to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens as set forth in the Declaration and Supplement and herein.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Cluster Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "The Townhomes of Oriole" means the multi-phased residential community planned for development upon the Townhomes of Oriole Land as described in the Declaration and includes the "Townhomes of Oriole I" and the "Townhomes of Oriole II" and all improvements now or hereafter located thereon, (as those terms are hereinafter defined).

2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan ("The Townhomes I Plan") has been established by Developer

OFF REC 7929 PAGE 529

RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 25 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA

and set forth in the Declaration. The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is declared in the Declaration to be "Residential Property", "Open Areas" and the "Recreation Area", as those terms are hereinafter defined.

3. "The Townhomes of Oriole II" means the second and final multi-phased portion of The Townhomes of Oriole for which a land use plan ("the Townhomes II Plan") has been established by Developer and set forth in the Supplement. The Townhomes of Oriole II includes the land and improvements within the Townhomes of Oriole II Land which is declared in the Supplement to be "Residential Property" and "Open Areas" as those terms are hereinafter defined.

4. "Residential Property" means the Cluster Property.

5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

6. "Open Areas" means the real property particularly described in the legal description thereof attached to the Supplement as Exhibit C, including the "Roadways", "Parking Areas", "Sidewalks" and "Open Areas" as shown on the Townhomes II Plan.

7. "Recreation Area" means the real property and improvements located thereon as shown on the Townhomes I Plan and described in Exhibit D to the Declaration which are set asise for use by Townhome Owners as provided in the Declaration.

8. "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached Townhomes in a

OFF. REC. 7929 PAGE 528

Cluster Building, detached homes, a single or multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

9. "Townhome Residence" means a Townhome on a particular Lot on the Cluster Property and includes any and all improvements situate thereon.

10. "Townhome Owner" means the owner of a Townhome.

11. "Townhome Residence Owner" means the owner of a Townhome Residence. "Townhome Residence Owners" means the owners of all Townhome Residences in the Cluster Property.

12. "Residence" means the residential unit located upon a Lot within the Cluster Property.

13. "Lot" means the real property within the Cluster Property upon which a Residence is located and as shown on the "Graphic Description" hereinafter described.

14. "Board" means the Board of Directors of the Association.

15. "Townhomes Documents" means in the aggregate the Declaration, the Supplement, the Additional Supplements, the Articles, the By-Laws, this and other Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-Laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records Book 6381, Page 623, of the Public Records of Broward County, Florida, and any amendments or modifications thereto.

19. "Supplement" means the Declaration Supplement for the

OFF REC 7929 PAGE 524

Townhomes of Oriole II recorded in Official Records Book 6675, Page 771, of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

20. "Additional Supplements" means The Townhomes of Oriole II Open Area and Residential Property Supplements recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789 (as amended by an Amendment recorded in Official Records Book 7456, Page 174) and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

21. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and of the Supplement and includes the following:

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas located on Townhomes of Oriole II Land or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement, or this Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration or Supplement and includes "Cluster Expenses" under

RECORD VERIFIED
PAGE 525

this Cluster Declaration.

22. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration, the Supplement and the Additional Supplements as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration and of the Supplement.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as

OFF REC 7929 PAGE 526

RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 25 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA

"Residential Property" in accordance with Article III of the Declaration and the Supplement and Paragraph 2 of the Additional Supplements, to be used, transferred, demised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration and Supplement, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY
AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto including the right of use of the Open Areas in the Townhomes of Oriole II Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and Supplement and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a Lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the Lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of Lot A and the Townhome Residence constructed thereon (as such Lot designations and Residences are shown on the

OFF REC 7929 PAGE 527

RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 25 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA

Graphic Description) is henceforth legally described as follows:

> Townhome A of Cluster 36 of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 36 recorded in Official Records Book ____, Page ___ of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

The ownership of a Lot, a Residence, the easement rights in Common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents (hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective Interests or any of such interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, fectures or parts which are structural elements of the Cluster Property or of more than one Residence thereon (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without

REC 7929 PAGE 528

RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 25 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA

limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".

3. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the Lot lines between Residences. All of the foregoing are collectively referred to as "Siding".

4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot lines and all foundational and support structures (hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Areas and

OFF REC 7929 PAGE 529

RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 25 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA

Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and Supplement and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner may in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(a) Responsibilities of Townhome Residence Owners:

(1) Each Townhome Residence Owner shall maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the exterior appearance of his Townhome Residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or

OFF REC 7929 PAGE 530

varnishing of any outside or exterior portion or surfaces of his Townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection

OFF REC 7929 PAGE 531

RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 25 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA

of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding any Townhome Residence other than a Townhome Residence in the Cluster Building.

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.

(2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, impairs, or may impair the easement rights of other Townhome Residence Owners or maintenance obligations therein) the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.

(3) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents.

OFF REC 7929 PAGE 532

ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of the parties and Cluster Property as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements: An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

2. Rights-of-Way: An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. Easement for Encroachment: An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a

7926 PAGE 533

RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 25 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA

result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Townhome Residence Owners or their designees.

4. Structural Cross Easements: Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of each of the Association, Townhome Residence Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhome Residences and Common Structural Elements within the Cluster Property.

5. Right of Association to Enter upon Cluster Property: An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Cluster Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhomes Documents including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Townhome Residence Owners.

6. An easement for ingress and egress in favor of Developer and its designees in conjunction with its development, marketing and sale of Townhome Residences.

7. Assignments: The easements reserved hereunder unto the Association may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or

OFF REC 7929 PAGE 534

RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 25 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA

any other designee of Developer. The Townhome Residence Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Cluster Property or portions thereof in accordance with or to complement the provisions of the Declaration or this Cluster Declaration.

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

1. As provided in the Declaration, Supplement and By-Laws, the Association by its Board, shall prepare a budget of the estimated Association Expenses, which include Recreation Area Expenses, Open Area Expenses and Residential Property Expenses including the "Cluster Expenses" as hereinafter described. The Recreation Area Expenses and Open Area Expenses shall be allocated and assessed amongst the appropriate "Contributing Townhomes" as provided in the Declaration and Supplement. The Cluster Expenses shall be allocated and assessed against each Townhome Residence exclusively, with each Townhome Residence to be assessed a percentage share thereof as set forth in Exhibit D hereto, and which allocated sum shall be assessed as part of the "Annual Townhome Assessment" for such Townhome Residence as defined in the Declaration.

2. In the instance where a Residential Property Expense of the Residential Structure subject to this Cluster Declaration arises in connection with a Residential Structure or Structures located in any other Cluster, such as any utilities for which a single meter governs more than one Residential Structure, the Board shall allocate a portion thereof to this Cluster, tak-

OFF REC 7929 PAGE 535

ing into consideration the number of Townhomes in each of the Residential Structures incurring such expenses in order to attempt to provide a uniform Annual Townhome Assessment, subject, however, to any expenses occasioned by or for a particular Townhome or Residential Structure which the Board determines should be allocated specifically thereto.

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

The following expenses are specifically declared to be Cluster Expenses which the Association is obligated to collect in the manner provided in this Cluster Declaration, and all of the Townhome Residence Owners are obligated to pay upon assessment. The specification of the following expenses shall in no way limit the meaning of Cluster Expenses or the type or amount of expenses which the Association may incur for which the Townhome Residences and owners thereof will be subject to assessment.

1. Taxes

In the event that any taxing authority having jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any

OFF REC 7929 PAGE 536

such tax shall be included, if possible, in the estimated annual Association Expense budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

All charges levied for utilities providing services for the Cluster Property which are not metered to individual Townhome Residences, whether supplied by a private firm or public utility, including any and all such charges for water, gas, electricity, sewer, and any other type of utility or service charge.

3. Insurance

The premiums on any policy or policies of insurance required under Article IX hereof together with the costs of such other policies of insurance as the Board, with the consent of the Townhome Residence Owners at any meeting thereof, shall determine to be in the best interests of the Cluster Property.

4. Reconstruction of Buildings or Improvements

Any sums necessary to repair, replace, construct or reconstruct any and all buildings or improvements on the Cluster Property damaged by fire, windstorm or other casualty not

OFF REC 7929 PAGE 587

covered in whole or in part by insurance.

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V.B.1 (b) hereinabove in a manner consistent with the development of The Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Cluster Declaration or in curing any default, violation, or failure to perform or abide by such covenants, restrictions, terms and conditions.

7. Operational Expenses

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Cluster Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of the Cluster Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Cluster Expenses hereunder.

8. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Cluster Property, or any part thereof, not

RECORDED 7929 PAGE 538

RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 25 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA

herein specifically enumerated and which is determined to be an item of Cluster Expenses by the Association.

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and of the Supplement and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

Each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration) which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owners obtaining same. If, however, any Institutional Mortgagee having a lien upon the Cluster Property or any portion thereof, shall so require the Association shall purchase the following coverage:

A. Public Liability Insurance

Comprehensive policies of public liability insurance covering all of the Common Structural Elements. The insurance purchased shall contain (1) a "Severability of Interest Endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Townhome Residence Owner because of the negligent acts of the Association or other Townhome Residence Owners; (ii) not less than $1,000,000.00 covering all claims for

OFF REC 7929 PAGE 539

personal injury and/or property damage arising out of a single occurrence; (iii) protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall be customarily covered with respect to improvements similar to the Building in construction, location and use.

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Denotation Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. A named insured under such policies shall be the

OFF REC 7929 PAGE 540

RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 25 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA

Association, as trustee for the Townhome Residence Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named thereon, including Institutional Mortgagees holding mortgages within such Cluster Property or the "Servicers" (as defined in the Declaration); and

5. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Townhome Residence Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

6. All policies of insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (a) without the prior written approval of the Association and any Insurance Trustee or (b) when in conflict with the provisions of any Insurance Trust

OFF REC 7929 PAGE 541

RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 25 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA

Agreement to which the Association may be a party, or (c) any requirement of law.

7. All Institutional Mortgagees shall have the right to approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article IX.

D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for the entire Townhomes of Oriole or portions thereof, provided that the coverages required hereunder are fulfilled.

ARTICLE X

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complies with the covenants, restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Residence Owner or Owners, and any "Institutional Mortgagee" (as defined in the Declaration) in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver

OFF REC 7929 PAGE 542

of such covenant or restriction or of the right of such party thereafter to enforce such covenant and restriction. The prevailing party in any such litigation shall be entitled to reasonable court costs and attorneys' fees at all trial and appellate levels.

C. Subordination

The Association and all Townhome Residence Owners covenant that their respective interests in the Recreation Area and Open Areas shall be subordinated to the lien and encumbrance of any existing mortgages, any replacements thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon the Recreation Area or Open Areas. The Association is hereby authorized on behalf of all Townhome Owners to execute any such instruments as Developer shall require to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation solely of Developer and there shall be no obligation of the Association or any Townhome Residence Owner with respect to such payments.

D. Institutional Mortgagees

1. Lien Rights: In the event any bona fide Institutional Mortgagee holding a first mortgage on a Townhome Residence obtains title to such Townhome Residence as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Cluster Expenses or other Association Expenses or assessments by the Association charged to such Townhome Residence or chargeable to the former Townhome Residence Owner of such Townhome Residence which became due prior to the acquisition of title of such

SEE REC 7929 PAGE 543

RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 25 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA

Townhome Residence as a result of such foreclosure or deed in lieu of foreclosure unless such assessments were secured by a claim of lien filed of record amongst the Public Records of Broward County, Florida prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. The unpaid assessments, if any, shall be collectable from all of the Townhome Residence Owners including the acquirer of title to the Townhome Residence, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Townhome Residence Owners.

2. Amendments: Notwithstanding any provision in this Cluster Declaration to the contrary, this Cluster Declaration cannot be amended in any manner which impairs or prejudices the rights or priorities of the Institutional Mortgagees without the prior written approval of such Institutional Mortgagees.

3. Notices: Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such mortgagee on a Townhome Residence, the Association shall timely deliver to such mortgagee the following:

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Townhome Residence Owners of the self-management of such property;

(b) Written notice of any damage thereafter to a Townhome Residence, the cost of repair of which is estimated by the Association to be in excess of One Thousand ($1,000.00) Dollars;

(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for

OFF REC 7929 PAGE 344

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distribution to the owners of Townhome Residences; and

(d) Written notice of any material amendment or the abandonment or termination of this Cluster Declaration in accordance with the terms hereof.

E. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

F. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants, restrictions, easements or terms and conditions of this Cluster Declaration or a reduction in the terms of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

H. Conflict

In the event of any conflict between the provisions of the Declaration or Supplement and this Cluster Declaration the

REC 7929 PAGE 545

RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 25 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA

provisions of the Declaration or Supplement shall prevail unless the Board, in its sole discretion determines that the resolution of the conflict shall not, in any event affect any property other than this Cluster Property, in which event the provisions of this Cluster Declaration shall prevail.

I. Amendment and Modification

The right to amend and modify this Cluster Declaration is hereby reserved unto Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed of record amongst the Public Records of Broward County, Florida, and further provided, however, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration. No amendment or modification which affects any rights or priorities of Institutional Mortgagees shall be effective unless approved in writing by such Institutional Mortgagee.

J. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhome Residences shall run with and bind the Cluster Property and inure to the benefit of Developer, the Association, Townhome Residence Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Townhome Residence Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration, upon which event this Cluster Declaration shall be terminated upon the recording of an instrument of termination signed by all such owners and Mortgagees. In the event this Cluster Declaration

OFF REC 7929 PAGE 546

RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 25 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA

is terminated prior to the termination of the Declaration, the obligation to pay Association Expenses to the Association and the lien rights against the Townhome Residences as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Townhome Residence and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration the Townhome Residences shall remain obligated to repair, maintain and reconstruct the Townhome Residence and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article X.B herein.

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 36 of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

ORIOLE HOMES CORP.

By: R. D. Levy, Pres.
R. D. Levy, President

Attest: A. Nunez
A. Nunez, Assistant Secretary
(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: R. D. Levy, Pres.
R. D. Levy, President

Attest: A. Nunez
A. Nunez, Secretary
(SEAL)

FILED FOR RECORD
7929 PAGE 547

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Nunez, the President and Assistant Secretary, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6 day of December, 1978.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 5 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Nunez, the President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6 day of December, 1978.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 5 1980
BONDED THRU GENERAL INS. UNDERWRITERS

OFFICIAL RECORDS 7929 PAGE 54

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 36

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

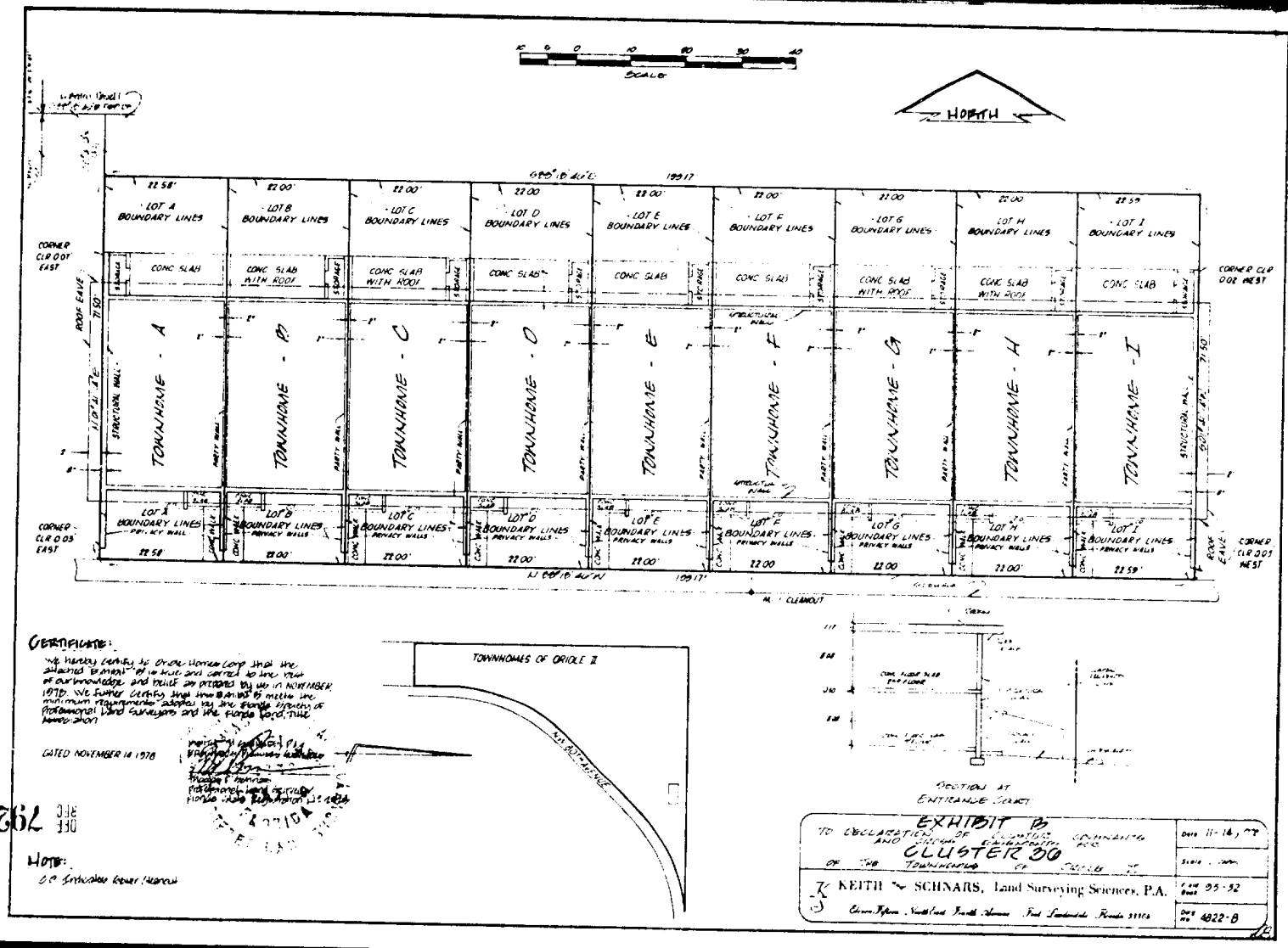
COMMENCE at the Northwest corner of said Parcel 1; thence South 88° 18' 46" East, along the North line of said Parcel 1, a distance of 569.23 feet; thence South 01° 41' 14" West, 14.00 feet to the POINT OF BEGINNING; thence South 88° 18' 46" East, 199.17 feet; thence South 01° 41' 14" West, 71.50 feet; thence North 88° 18' 46" West, 199.17 feet; thence North 01° 41' 14" East, 71.50 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

PREPARED BY:
Thomas F. Schnars, PLS
DATED: February 21, 1978

KEITH & SCHNARS, P.A. Engineers - Planners - Surveyors

EXHIBIT A

OFF REC 7929 PAGE 549



CERTIFICATE:

We hereby certify to Oriole Homes Corp that the attached Exhibit "B" is true and correct to the best of our knowledge and belief as prepared by us in NOVEMBER 1978. We further certify that said Exhibit "B" meets the minimum requirements adopted by the Florida Society of Professional Land Surveyors and the Florida Board, Title Number 21-XX.

DATED NOVEMBER 16 1978

SECTION AT ENTRANCE COURT

NOTE:

O.R. Symbolizes Official Records

EXHIBIT B
TO DECLARATION OF CONDOMINIUM AND SURVEY AND PLOT PLAN OF CLUSTER 30 OF THE TOWNHOMES OF ORIOLE II

KEITH & SCHNARS, Land Surveying Sciences, P.A.
Date 11-16-78
Scale 1" = 20'
Field Book 95-52
Drawing No. 4822-B

OFF REC 7929 PAGE 550

EXHIBIT C

FORM OF

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____ __, 19___, between ORIOLE HOMES CORP., a Florida corporation, hereinafter referred to as "Grantor" and _____

_____

whose post office address is _____

State of _____, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof which is a Townhome also described as follows: The Townhome known as Townhome _____ of Cluster 36 of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster 36, of The Townhomes of Oriole II, recorded in Official Records Book ____, Page ____ of the Public Records of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforedescribed Declaration of Cluster Covenants; in the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records, Book 6381, Page 623 of the Public Records of Broward County, Florida; and in the Declaration Supplement for The Townhomes of Oriole II recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida. The aforementioned Declaration of Cluster Covenants, Declaration of Covenants, Restrictions and Easements, and Declaration Supplement provide for certain land use covenants upon the "Residential Property", "Recreation Area" and "Open Areas" as these land areas are described therein and provide that a portion of the taxes, insurance and other maintenance and monetary obligations referred to therein shall be an Association Expense assessed against the Townhome, as its "Individual Townhome Assessment." Grantee expressly acknowledges and assumes the obligation to pay its "Individual Townhome Assessment" and all other Association Expenses or special assessments applicable to the Cluster Property in which the Townhome is located and/or assessed against the Townhome.

OFF REC 7929 PAGE 551

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19__ and subsequent years;

2. Applicable zoning regulations and ordinances,

3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, and the Declaration Supplement for The Townhomes of Oriole II, and any supplements thereto and amendments thereof;

4. All covenants, conditions, restrictions and easements of record, if any, which may now affect the aforedescribed property;

5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 36 of The Townhomes of Oriole II and any amendments thereof;

6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement of improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

_____ By: _____

_____ Attest: _____

(SEAL)

Accepted Grantee:

_____ _____

_____ _____

(SEAL)

OFF REC 7020 PAGE 552

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, the _____ and _____, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1978.

_____
Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1978.

_____
Notary Public

My Commission Expires:

OFF REC 7929 PAGE 553

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 36 shall be allocated a one-ninth (1/9) share of the Cluster Expenses assessed against 36.

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
B. R. KAUTH
COUNTY ADMINISTRATOR

RE 7929 PAGE 54

78-330123

DECLARATION OF CLUSTER COVENANTS
AND CROSS EASEMENTS FOR CLUSTER 38
OF THE TOWNHOMES OF ORIOLE II

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTER 38 OF THE TOWNHOMES OF ORIOLE II (the "Cluster 38 Declaration" as referred to herein for brevity as the "Cluster Declaration") is made this 6th day of December, 197 by ORIOLE HOMES CORP., a Florida corporation (the "Developer"), joined by THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., a Florida corporation, not-for-profit (the "Association").

Dec 14 3 52 PM '78

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit A, attached hereto, and made a part hereof (the "Cluster 38 Property", referred to herein for brevity as the "Cluster Property" or "Cluster 38") and has developed same as part of the multi-phased, planned community known as "The Townhomes of Oriole" in accordance with the "Declaration of Covenants, Restrictions and Easements for Townhomes of Oriole" (the "Declaration") recorded in Official Records Book 6381, Page 623, the Declaration Supplement for the Townhomes of Oriole II (the "Supplement") recorded in Official Records Book 6675, Page 771 and The Townhomes of Oriole II Open Area and Residential Property Supplements (the "Additional Supplements") recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789, (as amended by an Amendment recorded in Official Records Book 7456, Page 174), and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration, Supplement and Additional Supplements call for the recording of a "Cluster Declaration" amongst the Public Records of Broward County, Florida upon the substantial completion of a "Cluster Building" upon the "Residential Property" (as those terms are defined in the Declaration and Supplement); and

7929 PAGE 487

PREPARED BY
RETURN TO

MARK F. GRANT
RUDEN, BARNETT, McCLOSKY & SCHUSTER
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

WHEREAS, the Residential Structure located upon the Cluster Property (the "Cluster 38 Building", referred to herein for brevity as the "Cluster Building") is now "Substantially Completed" and accordingly, Developer and Association have executed this Cluster Declaration and desire to subject the Cluster Property, the "Townhomes" thereon and the "Cluster 38 Townhome Owners" (herein also referred to as the "Townhome Residence Owners") thereof to the provisions of the "Townhomes Documents" (as those terms are hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the benefits and burdens hereinafter set forth, the Developer hereby declares that the Cluster Property shall be owned, held, transferred, sold, conveyed, demised, and occupied subject to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens as set forth in the Declaration and Supplement and herein.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Cluster Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "The Townhomes of Oriole" means the multi-phased residential community planned for development upon the Townhomes of Oriole Land as described in the Declaration and includes the "Townhomes of Oriole I" and the "Townhomes of Oriole II" and all improvements now or hereafter located thereon, (as those terms are hereinafter defined).

2. "The Townhomes of Oriole I" means the initial multi-phased portion of The Townhomes of Oriole for which a land use plan ("The Townhomes I Plan") has been established by Developer

OFF REC 7929 PAGE 488

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and set forth in the Declaration. The Townhomes of Oriole I includes the land and improvements within the Townhomes of Oriole I Land which is declared in the Declaration to be "Residential Property", "Open Areas" and the "Recreation Area", as those terms are hereinafter defined.

3. "The Townhomes of Oriole II" means the second and final multi-phased portion of The Townhomes of Oriole for which a land use plan ("the Townhomes II Plan") has been established by Developer and set forth in the Supplement. The Townhomes of Oriole II includes the land and improvements within the Townhomes of Oriole II Land which is declared in the Supplement to be "Residential Property" and "Open Areas" as those terms are hereinafter defined.

4. "Residential Property" means the Cluster Property.

5. "Residential Structure" means a Cluster Building or other residential building constructed upon the Residential Property.

6. "Open Areas" means the real property particularly described in the legal description thereof attached to the Supplement as Exhibit C, including the "Roadways", "Parking Areas", "Sidewalks" and "Open Areas" as shown on the Townhomes II Plan.

7. "Recreation Area" means the real property and improvements located thereon as shown on the Townhomes I Plan and described in Exhibit D to the Declaration which are set asise for use by Townhome Owners as provided in the Declaration.

8. "Townhome" means a single-family residential unit located upon Residential Property and may consist of any type of unit, and, if applicable, the land surrounding and/or under such unit, including without limitation, attached Townhomes in a

OFF REC 2926 PAGE 489

Cluster Building, detached homes, a single or multi-story townhouse, or a unit in any other form of multi-unit, single family, single-story or multi-story residential building.

9. "Townhome Residence" means a Townhome on a particular Lot on the Cluster Property and includes any and all improvements situate thereon.

10. "Townhome Owner" means the owner of a Townhome.

11. "Townhome Residence Owner" means the owner of a Townhome Residence. "Townhome Residence Owners" means the owners of all Townhome Residences in the Cluster Property.

12. "Residence" means the residential unit located upon a Lot within the Cluster Property.

13. "Lot" means the real property within the Cluster Property upon which a Residence is located and as shown on the "Graphic Description" hereinafter described.

14. "Board" means the Board of Directors of the Association.

15. "Townhomes Documents" means in the aggregate the Declaration, the Supplement, the Additional Supplements, the Articles, the By-Laws, this and other Cluster Declarations, and all of the instruments and documents referred to or incorporated therein or attached thereto.

16. "Articles" means the Articles of Incorporation of the Association.

17. "By-Laws" means the By-Laws of the Association.

18. "Declaration" means the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records Book 6381, Page 623, of the Public Records of Broward County, Florida, and any amendments or modifications thereto.

19. "Supplement" means the Declaration Supplement for the

OFF REC 7929 PAGE 490

Townhomes of Oriole II recorded in Official Records Book 6675, Page 771, of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

20. "Additional Supplements" means The Townhomes of Oriole II Open Area and Residential Property Supplements recorded in Official Records Book 6807, Page 871, Official Records Book 7164, Page 789 (as amended by an Amendment recorded in Official Records Book 7456, Page 174) and Official Records Book 7452, Page 1, all of the Public Records of Broward County, Florida, and any modifications or amendments thereto.

21. "Association Expenses" means the expenses for which some or all of the Townhome Owners are liable to the Association in accordance with the method of allocation thereof described in Article V of the Declaration and of the Supplement and includes the following:

(a) "Open Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Open Areas located on Townhomes of Oriole II Land or any part thereof and includes the expenses specifically hereafter referred to in the Declaration, Supplement, or this Cluster Declaration as "Open Area Expenses".

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically referred to in the Declaration or Supplement as "Recreation Area Expenses".

(c) "Residential Property Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Residential Property under the provisions of the Declaration or Supplement and includes "Cluster Expenses" under

OFF 7929 PAGE 491

this Cluster Declaration.

22. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Townhome and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

ARTICLE II

SUBMISSION AS RESIDENTIAL PROPERTY

A. Plan of Development and Submission Statement

Developer, as the fee title owner of the Cluster Property, has Substantially Completed construction of the Residential Structure located thereon in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description") and therefore desires to subject the Cluster Property to the provisions of the Declaration, the Supplement and the Additional Supplements as they relate to Residential Property and to establish the rights and obligations of the Townhome Residence Owners as members of the Association all as contemplated under the Plan For Development set forth in Article II of the Declaration and of the Supplement.

B. Submission Statement

Accordingly, Developer hereby declares and the Association on behalf of all Townhomes acknowledges and agrees that the Cluster Property is now and hereby committed to land use as

OFF REC 7929 PAGE 492

"Residential Property" in accordance with Article III of the Declaration and the Supplement and Paragraph 2 of the Additional Supplements, to be used, transferred, demised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration and Supplement, which terms are incorporated herein and made a part hereof.

ARTICLE III

DESCRIPTION OF CLUSTER PROPERTY AND CONVEYANCE OF THE TOWNHOME RESIDENCES

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Residential Structure located thereon and the Residences therein as described in the Graphic Description and all appurtenances thereto including the right of use of the Open Areas in the Townhomes of Oriole II Land and of the Recreation Area, membership rights in the Association and the obligation to pay Association Expenses as a "Contributing Townhome", all as described in the Declaration and Supplement and other Townhomes Documents. Developer shall convey each Townhome Residence to the Residence Owners by a deed of conveyance substantially in accordance with the form thereof attached hereto as Exhibit C. There shall pass with each such conveyance a Townhome Residence which consists of a Lot and the Residence situated thereon as shown on the Graphic Description together with all appurtenances thereto. Each Townhome Residence shall be legally described and conveyed by reference to the letter designation given to the Lot upon which the Residence included within such Townhome Residence is located. As a hypothetical example, the Townhome comprised of Lot A and the Townhome Residence constructed thereon (as such Lot designations and Residences are shown on the

OFF. REC. 7929 PAGE 493

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Graphic Description) is henceforth legally described as follows:

> Townhome A of Cluster 3 8of the Townhomes of Oriole according to this Declaration of Cluster Covenants and Cross Easements for Cluster 38 recorded in Official Records Book ____, Page ___ of the Public Records of Broward County, Florida, and any amendments thereto.

B. Non-Severable Interests of Townhome Residence Owners

The ownership of a Lot, a Residence, the easement rights in Common Structural Elements as described in Article VI herein, the use of a parking space, membership in the Association and all other appurtenances thereto under the Townhomes Documents (hereinafter collectively referred to as "Interests") shall not be severable, and a Townhome Residence Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective Interests or any of such Interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Townhome Residence Owner to his Townhome Residence.

ARTICLE IV

COMMON STRUCTURAL ELEMENTS

A. Common Structural Elements

The Cluster Property contains certain elements, features or parts which are structural elements of the Cluster Property or of more than one Residence thereon (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements as shown on the Graphic Description and more particularly described as follows:

1. Roofing: The entire roof of the Cluster Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without

RECORD 7929 PAGE 494

limitation, the roof covering, roof trim, and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

2. Flooring: The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring".

3. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or appended so that such materials, or parts thereof, cross the Lot lines between Residences. All of the foregoing are collectively referred to as "Siding".

4. Utility Lines: All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located in and are part of the Cluster Property and which directly or indirectly in any way service more than one Townhome in the Cluster Building, all of which are collectively referred to herein as the "Utility Lines".

5. Party Walls: All division walls between two Townhome Residences located upon a Lot Line (hereinafter referred to as "Party Walls").

6. Privacy Walls: The walls or fences erected or which may be erected along the Lot lines and all foundational and support structures (hereinafter referred to as "Privacy Walls").

ARTICLE V

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. The Association and Townhome Residence Owners, by acceptance of title to their Townhome Residence, covenant and agree that the Cluster Property (as well as the Open Areas and

OFF REC 7929 PAGE 495

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Recreation Area) shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such areas as set forth in the Declaration and Supplement and as herein set forth.

2. In addition to the covenants, reservations, easements, restrictions and lien rights described in sub-paragraph V A.1. above the Developer declares that no Townhome Residence Owner may in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

1. The maintenance and repair of the Cluster Property is either the responsibility of the Townhome Residence Owners or the Association as particularized below:

(a) Responsibilities of Townhome Residence Owners:

(1) Each Townhome Residence Owner shall maintain in good condition and repair at his own expense all portions of his Townhome, including the Common Structural Elements or portions thereof contained in his Townhome Residence. Each Townhome Residence Owner shall maintain the exterior appearance of his Townhome Residence, including any and all landscaping, in a manner consistent and uniform with the Cluster Property. Each Townhome Residence Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

(2) Notwithstanding any provision herein to the contrary, no Townhome Residence Owner shall authorize the painting, refurbishing, staining or

OFF REC 7929 PAGE 496

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varnishing of any outside or exterior portion or surfaces of his Townhome or the Cluster Building except upon approval of the Townhome Residence Owners therein, all Institutional Mortgagees holding mortgages upon Townhome Residences and the Board as provided under Article III.B.17 of the Declaration. A Townhome Residence Owner shall pay his pro-rata share of the cost of painting, staining or varnishing the Cluster Building after the aforementioned approvals are obtained.

(3) A Townhome Residence Owner shall promptly report to the Association any defect known to such Townhome Residence Owner which requires repair of the Cluster Property for which the Association or a party other than a Townhome Residence Owner is responsible.

(4) In the event a Townhome Residence is damaged, through act of God or other casualty, the Townhome Residence Owner thereof shall promptly cause his Townhome Residence to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. It shall be the duty of the Association to repair and rebuild the affected Townhome Residence. The Association shall have the right to specially assess the Townhome Residence Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Townhome Residence in accordance with this subparagraph. The assessment and collection

OFF REC 7929 PAGE 497

of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses, provided, however, that nothing herein shall require a Townhome Residence Owner to contribute towards the costs of repair or rebuilding any Townhome Residence other than a Townhome Residence in the Cluster Building.

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair the portions of the Cluster Property which are not the responsibility of any Townhome Residence Owner.

(2) In the case of a situation deemed an emergency by the Board, (such as the repair of a Common Structural Element done at the direction of a Townhome Residence Owner in a manner which the Board deems, impairs, or may impair the easement rights of other Townhome Residence Owners or maintenance obligations therein) the Board may repair, replace or maintain those portions of the Common Structural Element or other portions of a Townhome Residence and/or the Cluster Property which are otherwise the responsibility of any Townhome Residence Owner and specifically assess such Townhome Residence Owner for same.

(3) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Residential Structures thereupon as may be provided in the Townhome Documents.

OFF REC 7929 PAGE 498

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ARTICLE VI

EASEMENTS

A. Recognition of Existing Easements

The Townhome Residence Owners recognize and consent to the easements reserved over the Cluster Property under the Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of the parties and Cluster Property as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements: An easement or easements to provide utility services including (but not limited to) power, electric, transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection including rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

2. Rights-of-Way: An easement or easements in favor of the Developer, the Association, Townhome Residence Owners, their family members, guests, licensees, invitees and lessees over and upon the Cluster Property to provide ingress, egress and access to and from, through and between the Cluster Property and the Open Areas.

3. Easement for Encroachment: An easement for encroachment in favor of the Developer, the Association and all Townhome Residence Owners in the event any of the Residences now or hereafter encroaches upon any of the other Residences as a

OFF REC 7929 PAGE 439

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result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Townhome Residence Owners or their designees.

4. Structural Cross Easements: Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of each of the Association, Townhome Residence Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhome Residences and Common Structural Elements within the Cluster Property.

5. Right of Association to Enter upon Cluster Property: An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Cluster Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Townhomes Documents including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Townhome Residence Owners.

6. An easement for ingress and egress in favor of Developer and its designees in conjunction with its development, marketing and sale of Townhome Residences.

7. Assignments: The easements reserved hereunder unto the Association may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or

OFF REC 7929 PAGE 500

any other designee of Developer. The Townhome Residence Owners hereby authorize the Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Cluster Property or portions thereof in accordance with or to complement the provisions of the Declaration or this Cluster Declaration.

ARTICLE VII

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

1. As provided in the Declaration, Supplement and By-Laws, the Association by its Board, shall prepare a budget of the estimated Association Expenses, which include Recreation Area Expenses, Open Area Expenses and Residential Property Expenses including the "Cluster Expenses" as hereinafter described. The Recreation Area Expenses and Open Area Expenses shall be allocated and assessed amongst the appropriate "Contributing Townhomes" as provided in the Declaration and Supplement. The Cluster Expenses shall be allocated and assessed against each Townhome Residence exclusively, with each Townhome Residence to be assessed a percentage share thereof as set forth in Exhibit D hereto, and which allocated sum shall be assessed as part of the "Annual Townhome Assessment" for such Townhome Residence as defined in the Declaration.

2. In the instance where a Residential Property Expense of the Residential Structure subject to this Cluster Declaration arises in connection with a Residential Structure or Structures located in any other Cluster, such as any utilities for which a single meter governs more than one Residential Structure, the Board shall allocate a portion thereof to this Cluster, tak-

OFF. REC. 7929 PAGE 501

ing into consideration the number of Townhomes in each of the Residential Structures incurring such expenses in order to attempt to provide a uniform Annual Townhome Assessment, subject, however, to any expenses occasioned by or for a particular Townhome or Residential Structure which the Board determines should be allocated specifically thereto.

B. Affirmative Covenant To Pay Cluster Expenses

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Townhomes Documents, there is hereby imposed upon each Townhome Residence and Townhome Residence Owner the affirmative covenant and obligation to pay its respective "Cluster Expenses" and any special assessments, which covenant shall run with the Townhomes and Cluster Property.

C. Specific Cluster Expenses

The following expenses are specifically declared to be Cluster Expenses which the Association is obligated to collect in the manner provided in this Cluster Declaration, and all of the Townhome Residence Owners are obligated to pay upon assessment. The specification of the following expenses shall in no way limit the meaning of Cluster Expenses or the type or amount of expenses which the Association may incur for which the Townhome Residences and owners thereof will be subject to assessment.

1. Taxes

In the event that any taxing authority having jurisdiction over the Cluster Property shall levy or assess any tax or special assessment against the Cluster Property as a whole rather than levying and assessing such tax or special assessment against each Townhome Residence, then such tax shall be paid as a Cluster Expense by the Association. However, each Townhome Owner shall pay the Townhome Tax Bill applicable to his Townhome. Any

OFF REC 7929 PAGE 502

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such tax shall be included, if possible, in the estimated annual Association Expense budget as part of the Cluster Expenses, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Townhome Residence Owners. In the event that any such tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such tax, and the portions of such tax allocated to a Townhome Residence shall be and constitute a lien upon such Townhome Residence to the same extent as though such tax had been separately levied by the taxing authority upon each Townhome Residence at the time of the next assessment following such budget or the levying of such special assessment.

2. Utility Charges

All charges levied for utilities providing services for the Cluster Property which are not metered to individual Townhome Residences, whether supplied by a private firm or public utility, including any and all such charges for water, gas, electricity, sewer, and any other type of utility or service charge.

3. Insurance

The premiums on any policy or policies of insurance required under Article IX hereof together with the costs of such other policies of insurance as the Board, with the consent of the Townhome Residence Owners at any meeting thereof, shall determine to be in the best interests of the Cluster Property.

4. Reconstruction of Buildings or Improvements

Any sums necessary to repair, replace, construct or reconstruct any and all buildings or improvements on the Cluster Property damaged by fire, windstorm or other casualty not

OFF REC 7929 PAGE 503

covered in whole or in part by insurance.

5. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article V.B.1 (b) hereinabove in a manner consistent with the development of The Townhomes of Oriole in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations, and orders.

6. Enforcement

Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Cluster Declaration or in curing any default, violation, or failure to perform or abide by such covenants, restrictions, terms and conditions.

7. Operational Expenses

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Cluster Declaration. In addition, the Association may retain a managing company or contractors to assist in the operation of the Cluster Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Cluster Expenses hereunder.

8. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Cluster Property, or any part thereof, not

OFF REC 7929 PAGE 014

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herein specifically enumerated and which is determined to be an item of Cluster Expenses by the Association.

ARTICLE VIII

LIENS AND ENFORCEMENT OF ASSESSMENTS

The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and of the Supplement and that such provisions are valid and binding upon each of their Townhome Residences.

ARTICLE IX

INSURANCE

Each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration) which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owners obtaining same. If, however, any Institutional Mortgagee having a lien upon the Cluster Property or any portion thereof, shall so require the Association shall purchase the following coverage:

A. Public Liability Insurance

Comprehensive policies of public liability insurance covering all of the Common Structural Elements. The insurance purchased shall contain (1) a "Severability of Interest Endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Townhome Residence Owner because of the negligent acts of the Association or other Townhome Residence Owners; (ii) not less than $1,000,000.00 covering all claims for

OFF REC 7929 PAGE 505

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personal injury and/or property damage arising out of a single occurrence; (iii) protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall be customarily covered with respect to improvements similar to the Building in construction, location and use.

B. Cluster Building Insurance

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Denotation Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. A named insured under such policies shall be the

OFF REC 7929 PAGE 506

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Association, as trustee for the Townhome Residence Owners, or its authorized representative, including an "Insurance Trustee" (as defined in the Declaration); and

2. The insurance purchased by the Association shall, in no event, be brought into contribution with any insurance purchased by the Townhome Residence Owners; and

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Townhome Residence Owners when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named thereon, including Institutional Mortgagees holding mortgages within such Cluster Property or the "Servicers" (as defined in the Declaration); and

5. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Townhome Residence Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

6. All policies of insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (a) without the prior written approval of the Association and any Insurance Trustee or (b) when in conflict with the provisions of any Insurance Trust

7929 PAGE 507

Agreement to which the Association may be a party, or (c) any requirement of law.

7. All Institutional Mortgagees shall have the right to approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article IX.

D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for the entire Townhomes of Oriole or portions thereof, provided that the coverages required hereunder are fulfilled.

ARTICLE X

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complies with the covenants, restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Townhome Residence Owner or Owners, and any "Institutional Mortgagee" (as defined in the Declaration) in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver

OFF REC 7929 PAGE 508

of such covenant or restriction or of the right of such party thereafter to enforce such covenant and restriction. The prevailing party in any such litigation shall be entitled to reasonable court costs and attorneys' fees at all trial and appellate levels.

C. Subordination

The Association and all Townhome Residence Owners covenant that their respective interests in the Recreation Area and Open Areas shall be subordinated to the lien and encumbrance of any existing mortgages, any replacements thereof or additions thereto, or any subsequent mortgages obtained by Developer for the purpose of the construction of improvements upon the Recreation Area or Open Areas. The Association is hereby authorized on behalf of all Townhome Owners to execute any such instruments as Developer shall require to evidence such subordination of their interests to such mortgages. Any and all mortgage payments due and payable under mortgage loans obtained by Developer as mortgagor shall be the obligation solely of Developer and there shall be no obligation of the Association or any Townhome Residence Owner with respect to such payments.

D. Institutional Mortgagees

1. Lien Rights: In the event any bona fide Institutional Mortgagee holding a first mortgage on a Townhome Residence obtains title to such Townhome Residence as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Cluster Expenses or other Association Expenses or assessments by the Association charged to such Townhome Residence or chargeable to the former Townhome Residence Owner of such Townhome Residence which became due prior to the acquisition of title of such

OFF. REC. 7929 PAGE 309

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Townhome Residence as a result of such foreclosure or deed in lieu of foreclosure unless such assessments were secured by a claim of lien filed of record amongst the Public Records of Broward County, Florida prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. The unpaid assessments, if any, shall be collectable from all of the Townhome Residence Owners including the acquirer of title to the Townhome Residence, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Townhome Residence Owners.

2. Amendments: Notwithstanding any provision in this Cluster Declaration to the contrary, this Cluster Declaration cannot be amended in any manner which impairs or prejudices the rights or priorities of the Institutional Mortgagees without the prior written approval of such Institutional Mortgagees.

3. Notices: Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such mortgagee on a Townhome Residence, the Association shall timely deliver to such mortgagee the following:

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Townhome Residence Owners of the self-management of such property;

(b) Written notice of any damage thereafter to a Townhome Residence, the cost of repair of which is estimated by the Association to be in excess of One Thousand ($1,000.00) Dollars;

(c) Written notice of any damage or destruction thereafter of the Cluster Property or any part thereof which gives rise to net insurance proceeds therefor being available for

OFF REC 7929 PAGE 510

distribution to the owners of Townhome Residences; and

(d) Written notice of any material amendment or the abandonment or termination of this Cluster Declaration in accordance with the terms hereof.

E. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

F. Context

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability

In the event any one of the provisions of this Cluster Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants, restrictions, easements or terms and conditions of this Cluster Declaration or a reduction in the terms of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

H. Conflict

In the event of any conflict between the provisions of the Declaration or Supplement and this Cluster Declaration the

OFF REC 7929 PAGE 11

provisions of the Declaration or Supplement shall prevail unless the Board, in its sole discretion determines that the resolution of the conflict shall not, in any event affect any property other than this Cluster Property, in which event the provisions of this Cluster Declaration shall prevail.

I. Amendment and Modification

The right to amend and modify this Cluster Declaration is hereby reserved unto Developer and the Association, provided, however, that any such modification shall be reflected in an instrument executed by Developer or the Association and placed of record amongst the Public Records of Broward County, Florida, and further provided, however, that such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration. No amendment or modification which affects any rights or priorities of Institutional Mortgagees shall be effective unless approved in writing by such Institutional Mortgagee.

J. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Townhome Residences shall run with and bind the Cluster Property and inure to the benefit of Developer, the Association, Townhome Residence Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Townhome Residence Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration, upon which event this Cluster Declaration shall be terminated upon the recording of an instrument of termination signed by all such owners and Mortgagees. In the event this Cluster Declaration

OFF REC 7929 PAGE 512

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is terminated prior to the termination of the Declaration, the obligation to pay Association Expenses to the Association and the lien rights against the Townhome Residences as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Townhome Residence and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration the Townhome Residences shall remain obligated to repair, maintain and reconstruct the Townhome Residence and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article X.B herein.

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster 3 8of The Townhomes of Oriole II has been signed by Developer and the Association the day and year first above set forth.

WITNESSES:

ORIOLE HOMES CORP.

By: R. D. Levy, Pres.
R. D. Levy, President

Attest: A. Nunez
A. Nunez, Assistant Secretary
(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

By: R. D. Levy, Pres.
R. D. Levy, President

Attest: A. Nunez
A. Nunez, Secretary
(SEAL)

OFF REC 7929 PAGE 513

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Nunez, the President and Assistant Secretary, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6 day of December, 1978.

Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB
BONDED THRU GENERAL INS UNDERWRITERS

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB
BONDED THRU GENERAL INS UNDERWRITERS

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting R. D. Levy and A. Nunez, the President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6 day of December, 1978.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB
BONDED THRU GENERAL INS UNDERWRITERS

[redacted]

REC 7929 PAGE 514

THE TOWNHOMES OF ORIOLE II
RESIDENTIAL PROPERTY
CLUSTER 38

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

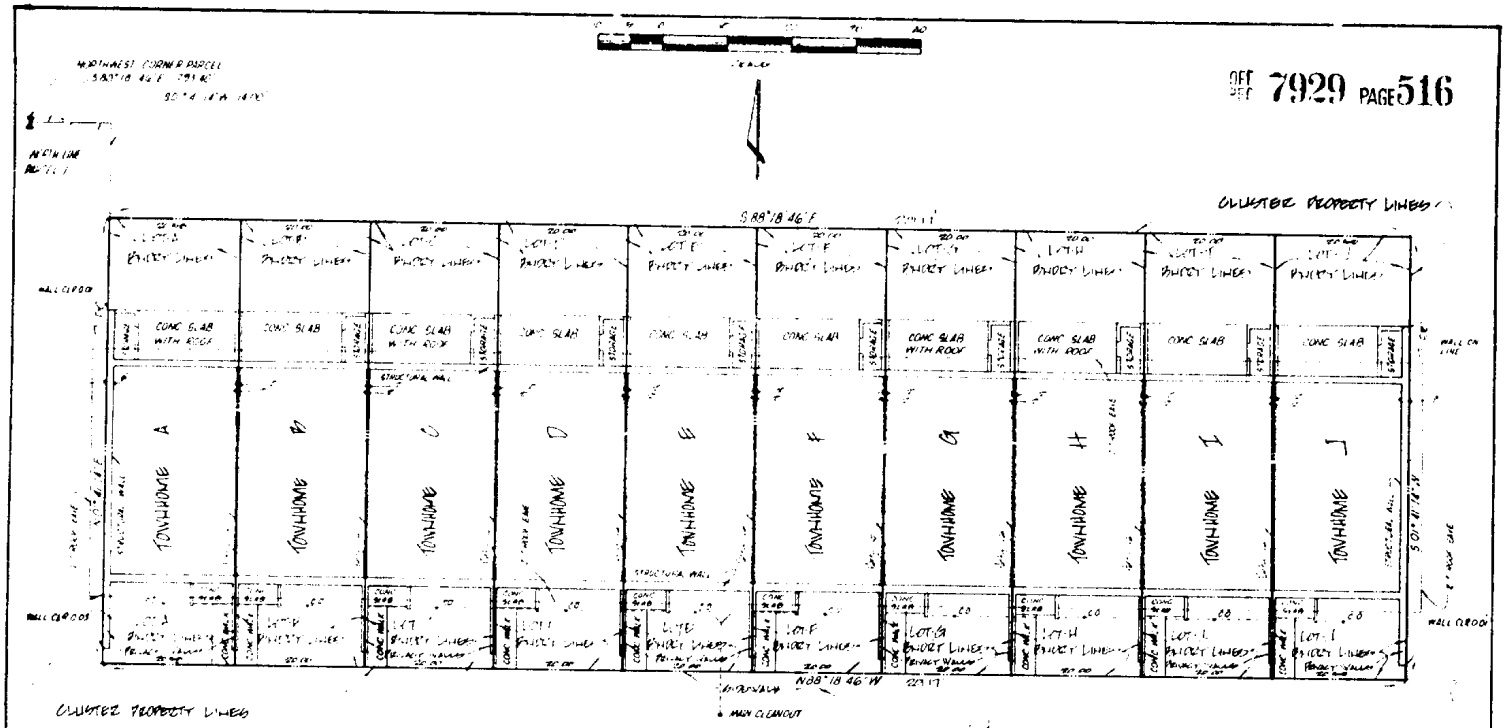
COMMENCE at the Northwest corner of said Parcel 1; thence South 88° 18' 46" East, along the North line of said Parcel 1, a distance of 793.40 feet; thence South 01° 41' 14" West, 14.00 feet to the POINT OF BEGINNING; thence South 88° 18' 46" East, 201.17 feet; thence South 01° 41' 14" West, 71.50 feet; thence North 88° 18' 46" West, 201.17 feet; thence North 01° 41' 14" East, 71.50 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

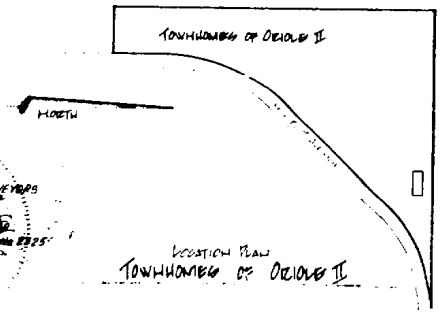
PREPARED BY:
Thomas F. Schnars, PLS
DATED: February 21, 1978

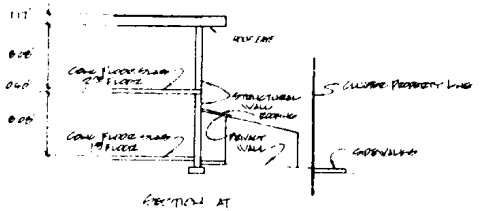
7929 PAGE 515

KEITH ✓ SCHNARS, P.A. Engineers - Planners - Surveyors

OFF REC 7929 PAGE 516







SECTION AT PHIZACKLEY COURT

CERTIFICATE

WE HEREBY CERTIFY TO OSCEOLA HOMES COOP THAT THE ATTACHED EXHIBIT 'B' IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS PREPARED BY US IN NOVEMBER 1978. WE FURTHER CERTIFY THAT THIS EXHIBIT 'B' MEETS THE MINIMUM REQUIREMENTS ADOPTED BY THE FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS AND THE FLORIDA LAND TITLE ASSOCIATION.

DATED NOVEMBER 15, 1978

KEITH AND SCHNARS, P.A.
ENGINEERS, PLANNERS, SURVEYORS
BY
THOMAS C. HOWARD
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 3995

NOTE
CO INDICATES SEWER CLEANOUT

EXHIBIT B
TO DECLARATION OF CLUSTER COVENANTS AND CONDITIONS APPERTAINING TO CLUSTER #36 OF THE TOWNHOMES OF OSCEOLA II

KEITH AND SCHNARS, ENGINEERS · PLANNERS · SURVEYORS

DATE	11-15-1978
SCALE	1"=20'
FIELD BOOK	93-94
JOB NO.	4845-B

EXHIBIT C

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19___, between ORIOLE HOMES CORP., a Florida corporation, hereinafter referred to as "Grantor" and _____

_____

whose post office address is _____

State of _____, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof which is a Townhome also described as follows: The Townhome known as Townhome _____ of Cluster 38 of the Townhomes of Oriole according to the Declaration of Cluster Covenants and Cross Easements for Cluster 38, of The Townhomes of Oriole II, recorded in Official Records Book , Page of the Public Records of Broward County, Florida, and Amendments thereto, if any.

Grantee, by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforedescribed Declaration of Cluster Covenants; in the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole recorded in Official Records, Book 6381, Page 623 of the Public Records of Broward County, Florida; and in the Declaration Supplement for The Townhomes of Oriole II recorded in Official Records Book 6675, Page 771 of the Public Records of Broward County, Florida. The aforementioned Declaration of Cluster Covenants, Declaration of Covenants, Restrictions and Easements, and Declaration Supplement provide for certain land use covenants upon the "Residential Property", "Recreation Area" and "Open Areas" as these land areas are described therein and provide that a portion of the taxes, insurance and other maintenance and monetary obligations referred to therein shall be an Association Expense assessed against the Townhome, as its "Individual Townhome Assessment." Grantee expressly acknowledges and assumes the obligation to pay its "Individual Townhome Assessment" and all other Association Expenses or special assessments applicable to the Cluster Property in which the Townhome is located and/or assessed against the Townhome.

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19__ and subsequent years;

2. Applicable zoning regulations and ordinances;

3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the aforementioned Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, and the Declaration Supplement for The Townhomes of Oriole II, and any supplements thereto and amendments thereof;

4. All covenants, conditions, restrictions and easements of record, if any, which may now affect the aforedescribed property;

5. The aforementioned Declaration of Cluster Covenants and Cross Easements for Cluster 38 of The Townhomes of Oriole II and any amendments thereof;

6. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement of improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

Signed, sealed and
Delivered in the
Presence of:

ORIOLE HOMES CORP.

_____ By: _____

_____ Attest: _____

(SEAL)

Accepted Grantee:

_____ _____

_____ _____

(SEAL)

DEED REC 7929 PAGE 518

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ and _____, the _____ and _____, respectively, of ORIOLE HOMES CORP. to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1978.

_____
Notary Public

My Commission Expires:

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, _____ and _____, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1978.

_____
Notary Public

My Commission Expires:

OFF REC 7929 PAGE 519

EXHIBIT D

CLUSTER EXPENSE ALLOCATION

Each Townhome within Cluster 38 shall be allocated a one - tenth (1/10) share of the Cluster Expenses assessed against Cluster 38.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R. R. KAUTH

78- 56367

AMENDMENT TO

THE TOWNHOMES OF ORIOLE II

OPEN AREA AND RESIDENTIAL PROPERTY SUPPLEMENT

This Amendment to the The Townhomes of Oriole II Open Area and Residential Property Supplement ("Amendment") is made this 6th day of March, 1978 by Oriole Homes Corp., a Florida corporation ("Developer"), and joined in by the Townhomes of Oriole Association, Inc., a Florida corporation not-for-profit ("Association").

WHEREAS, the Developer and the Association executed the Townhomes of Oriole II Open Area and Residential Property Supplement dated July 13, 1977 ("Supplement"), which Supplement was recorded in Official Records Book 7164, Page 789 of the Public Records of Broward County, Florida; and

WHEREAS, the Developer and the Association have discovered a scrivener's error in Exhibit A to the Supplement; and

WHEREAS, Article VII.J of the Declaration of Covenants, Restrictions and Easements for The Townhomes of Oriole, recorded in Official Records Book 6381, Page 623 of the Public Records of Broward County, Florida provides for the Developer and the Association to execute amendments.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Developer and the Association do hereby declare as follows:

1. Annexed hereto is a Revised Exhibit A to the Supplement. Such Revised Exhibit A shall replace Exhibit A attached to the Supplement.

2. Except as herein modified and amended, the Supplement shall remain in full force and effect.

78 MAR 7 PM 4:16

RECORDED IN OFFICIAL RECORDS BOOK 7456 PAGE 174

PREPARED BY
RETURN TO

MARK F. GRANT
RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

16P

IN WITNESS WHEREOF, this Amendment has been signed by the Developer and the Association on the day and year first above set forth.

WITNESSES:

Mary E. Chapman

Chrysoula A. Peppe

ORIOLE HOMES CORP.

By: R D Levy
R.D. Levy, President, Chairman of the Board and Chief Executive Officer

Attest: A. Nunez, Assistant Secretary

(SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

Mary E. Chapman

Chrysoula A. Peppe

By: R D Levy
R.D. Levy, President

Attest: A. Nunez, Secretary

(SEAL)

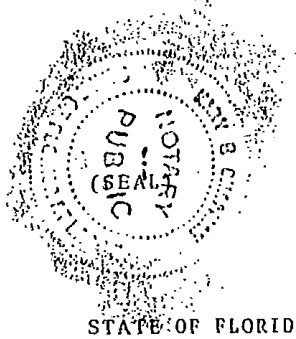
RUDEN, BARNETT, McCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 25 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA

REC 7430 PAGE 175

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, R.D. LEVY and A. NUNEZ, the President, Chairman of the Board and Chief Executive Officer and Assistant Secretary, respectively, of ORIOLE HOMES CORP., to me known to be the persons who signed the foregoing instrument as such officers, and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of March, 1978.



Mary E. Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 20 1981
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, R. D. LEVY and A. NUNEZ, the President and Secretary, respectively, of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of March, 1978.

Mary E. Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 20 1981
BONDED THRU GENERAL INS. UNDERWRITERS

RECORD VERIFIED

REVISED EXHIBIT A

THE TOWNHOMES OF ORIOLE II
DESCRIPTION OF OPEN AREAS
FOR ADDITIONAL COMMITTED
LANDS, AUGUST, 1977

A portion of Parcel 1 of ORIOLE GOLF AND TENNIS CLUB SECTION FOUR, according to the Plat thereof as recorded in Plat Book 82, Page 21, of the Public Records of Broward County, Florida, described as follows:

BEGINNING at the Northwest corner of said Parcel 1; thence South 88° 18' 46" East, along the North line of said Parcel 1, a distance of 330.56 feet; thence South 01° 41' 14" West, 109.50 feet; thence South 88° 18' 46" East, 56.80 feet; thence South 00° 12' 47" West, 273.43 feet; thence South 06° 40' 50" East, 245.61 * feet; thence South 44° 20' 02" East , 0.23 feet; thence South 83° 19' 10" West, 170.29 feet; thence North 00° 12' 47" East, 268.17 feet; thence North 89° 47' 13" West, 110.50 feet; thence North 00° 12' 47" East, 148.26 feet; thence North 89° 47' 13" West, 134.50 feet to a point on the West line of said Parcel 1; thence North 00° 12' 47" East, along said line a distance of 240.87 feet to the Point of Beginning; LESS the following described parcels:

COMMENCE at the Northwest corner of said Parcel 1; thence South 00° 12' 47" West, along the West line of said Parcel 1, a distance of 27.20 feet; thence South 89° 47' 13" East, 14.00 feet to the POINT OF BEGINNING; thence continue South 89° 47' 13" East, 71.50 feet; thence South 00° 12' 47" West, 201.17 feet; thence North 89° 47' 13" West, 71.50 feet; thence North 00° 12' 47" East, 201.17 feet to the Point of Beginning; ALSO LESS the following described:

COMMENCE at the Northwest corner of said Parcel 1; thence South 00° 12' 47" West, along the West line of said Parcel 1, a distance of 175.46 feet; thence South 89° 47' 13" East, 158.50 feet to the POINT OF BEGINNING; thence continue South 89° 47' 13" East, 71.50 feet; thence South 00° 12' 47" West, 201.17 feet; thence North 89° 47' 13" West, 71.50 feet; thence North 00° 12' 47" East, 201.17 feet to the Point of Beginning; ALSO LESS the following described:

COMMENCE at the Northwest corner of said Parcel 1; thence South 00° 12' 47" West, along the West line of said Parcel 1, a distance of 167.17 feet; thence South 89° 47' 13" East, 263.92 feet to the POINT OF

REC 7458 PAGE 177

BEGINNING; thence continue South 89° 47' 13" East, 71.50 feet; thence South 00° 12' 47" West, 221.17 feet; thence North 89° 47' 13" West, 71.50 feet; thence North 00° 12' 47" East, 221.17 feet to the Point of Beginning; ALSO LESS the following described:

COMMENCE at the Northwest corner of said Parcel 1; thence South 88° 18' 46" East, along the North line of said Parcel 1, a distance of 118.89 feet; thence South 01° 41' 14" West, 14.00 feet to the POINT OF BEGINNING; thence South 88° 18' 46" East, 199.17 feet; thence South 01° 41' 14" West, 71.50 feet; thence North 88° 18' 46" West, 199.17 feet; thence North 01° 41' 14" East, 71.50 feet to the Point of Beginning; ALSO LESS the following described:

COMMENCE at the Northwest corner of said Parcel 1; thence South 00° 12' 47" West, along the West line of said Parcel 1, a distance of 426.80 feet; thence South 89° 47' 13" East, 267.14 feet to the POINT OF BEGINNING; thence North 83° 19' 10" East, 71.50 feet; thence South 06° 40' 50" East, 221.17 feet; thence South 83° 19' 10" West, 71.50 feet; thence North 06° 40' 50" West, 221.17 feet to the Point of Beginning.

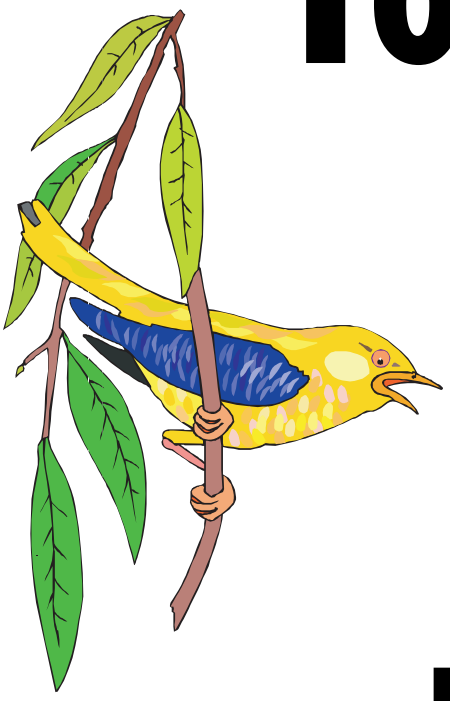
Said lands all lying in the City of Margate, Broward County, Florida.

PREPARED BY:
Thomas F. Schnars, PLS
DATED: August 4, 1977
REVISED: August 15, 1977
*REVISED: March 1, 1978

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

OFF. REC. 7456 PAGE 178

Townhomes of Oriole Rules & Regulations



June 2011

www.TownhomesOfOriole.com

Table of Content

Introduction **3**
Map **4**
Resident Responsibilities **5**
Maintenance Requests **5**
Architectural **6**
Assessments **8**
Rules for Individual Property Lines **9**
Pets **10**
Common Courtesies **11**
Common Areas **12**
Trash Disposal **14**
Vehicles & Parking **15**
Unit Files & Selling/Purchasing **17**
Violations, Sanctions & Fines **18**
Violations & Interpretative Rulings **18**
Rules and Regulations for Inspection of Association Record **25**

Introduction

The following rules, guidelines and description of Association services are provided for all of our mutual enjoyment of life at the Townhomes of Oriole. The rules are common sense *rules for living* that must be enforced in order to insure that each of us enjoys a pleasant and safe life here. As your unit is attached to your neighbors, please keep in mind that living in a townhouse association is not the same as living in an individual residence. The rights of other owners need to be respected, as well as, you have a right to expect that they respect yours,

The rules are approved by, and amended from time to time by your Board of Directors to ensure that our by-laws are enforced, thereby providing everyone the same rights and amenities The guidelines recommend some, but not all of the actions we can take in order to make life here more pleasant.

In the following pages, the word *resident* refers to Owners and anyone who legally resides here.

Common areas of Townhomes of Oriole such as, but not limited to, the basketball court, the pools, the playground, parking areas, etc., are for use of all residents, and used at each individual's own risk.

The Townhomes of Oriole Association, Inc. assumes no liability for injury to any person, or damage to any property in association to common area usage, unless the Association is grossly negligent or intentionally inflicts harm against any person or person’s property. Each resident is responsible for their own, as well as that of any of their guests' actions. Practicing what is presented in the following pages will ensure a safe and enjoyable life at Townhomes of Oriole.

As the needs of our community change, each resident should raise any new concerns that need to be addressed. Suggestions on rules and guidelines, as well as Association services should be forwarded in written form to the

Board of Directors
1401 NW 800' Avenue,
Margate, FL 33063.

The rules will be enforced, in accordance with the Association's Documents, after noticing homeowner of the infraction.

Townhomes of Oriole
Board of Directors
www.townhomesoforiole.com

Map

1	1021 NW 80th Ave	A-F	20	1505 NW 80th Ave	A-I
2	8095 NW 80th Ave	A-H	21	1521 NW 80th Ave	A-H
3	8090 NW 10th Court	A-I	22	1535 NW 80th Ave	A-I
4	1051 NW 80th Terrace	A-I	23	1523 NW 80th Ave	A-J
5	8071 NW 10th Court	A-I	24	1605 NW 80th Ave	A-I
6	1061 NW 80th Ave	A-J	25	1625 NW 80th Ave	A-J
7	8070 NW 11th Street	A-H	26	1705 NW 80th Ave	A-J
8	1105 NW 80th Terrace	A-I	27	1727 NW 80th Ave	A-I
9	8081 NW 11th Street	A-J	28	1739 NW 80th Ave	A-J
10	1151 NW 80th Ave	A-H	29	1629 NW 80th Ave	A-J
11	8090 12th Street	A-J	30	1527 NW 80th Ave	A-J
12	8091 12th Street	A-J	31	1531 NW 80th Ave	A-I
13	8090 13th Street	A-I	32	1533 NW 80th Ave	A-F
14	8091 13th Street	A-H	33	1633 NW 80th Ave	A-H
15	1415 NW 80th Ave	A-H	34	1607 NW 80th Ave	A-G
16	1413 NW 80th Ave	A-G	35	1635 NW 80th Ave	A-J
17	1417 NW 80th Ave	A-I	36	1749 NW 80th Ave	A-I
18	1455 NW 80th Ave	A-J	37	1637 NW 80th Ave	A-H
19	1419 NW 80th Ave	A-J	38	1759 NW 80th Ave	A-J

Resident Responsibilities

1. In an emergency situation, each Resident is responsible for contacting 911 should an emergency arise and you are witness to it. Please stay on with the 911 operator until help arrives as you may be given directions, which could mean the difference between life and death.
2. In a non-emergency situation, should a resident notice illegal acts taking place on the Townhomes property, such resident is responsible for calling the non-emergency police line to report such incident(s). Please be aware, these calls are strictly confidential. No one will ever be advised that you made the complaint; and such complaints can be done anonymously.
3. Any resident noticing damage or vandalism to any Townhomes property should report such damage to the Margate Police Department as soon as possible.
4. Any emergency maintenance problems occurring outside of normal business hours should be reported using the following numbers or our website,
5. The incident may also be reported to the Margate police officer performing community patrol.

Ambassador Management	954-741-8811 x208
FP&L	954-797-5000
BellSouth	954-203-2355
Police Non-Emergency	954-972-7111
City of Margate Water	954-972-0828
Website	www.townhomesoforiole.com/contact_us.html

Maintenance Requests

Common Areas

Residents should report to the office items needing repair, such as, burned out light bulbs and any other *Common Area* problems. All repairs will be completed during normal working hours.

Buildings

The Unit owners as a group are responsible for the general maintenance of their building; and the cost is shared between the owners. Repairs such as new roofs, painting, replacing gutters and drain spouts are coordinated through the Board of Directors. The normal process is a special meeting is held for the resident's of the building, and if/when approved a special assessment is assigned to each owner and the payments are separate fund.

Individual Units

As noted in the Association Documents residents are responsible for arranging all repairs in their unit.

Architectural

The following rules have been made in order to establish uniformity and proper maintenance of the exterior portions of all individual townhomes in order to give our community a well-groomed quality appearance.

Trees - Inside individual property lines:

1. No tree can be higher than the building.
2. No tree can touch the building.
3. If any tree(s) extend over the fence, it/they must be trimmed. No tree may hang over the walkway(s) / common areas.
4. Roots of trees cannot break up sidewalk.

Windows

Any window with broken or cracked glass and or screens must be replaced immediately, including all sliding doors and Florida room windows.

All windows MUST have proper window coverings.

Patios

For units with screened patios, screening must be kept in good repair. If you desire to remove your screening, you must also remove all frameworks that support same.

Hurricane Shutters

The only types of shutters permitted are the removal panels with slide-in metal panels if installed prior to August 1, 2006 or if a new installation, the accordion type approved by The City of Margate Code Compliance Department. If you choose to use the *boarding up* method with plywood, you must properly install permanent anchors for them and have them painted the approved color for the exterior of the building. Failure to use the anchors will result in damage to the exterior of the building, which must be repaired within 48 hours of removing shutters. Failure to repair will result in the Association doing the repair for which you will be assessed at the highest amount legally allowed to us. All shutters must be removed within 24 hours of the storm warning being removed, and stored in a safe place within your property. These types of stored shutters *cannot* be kept in the frontcourt area or in common grounds near your back fence.

Front and Back Yards

Front Area:

The front yard *may not be used for storage* of any kind. No accumulation of debris, or anything that can cause a hazard to occur shall be permitted on an individual townhomes' property. It must be kept free of weeds and excessive overgrowth. If this area is not maintained (i.e., garbage, etc,); it will corrected and *charged* to the unit owner

Fences: - Each unit must maintain a *fence in front* of each unit. Each fence must:

1. Be either four feet (4') or five (5') high.
2. Stockade Style (No spaces between slats).
3. Be painted the approved color (formula available at office or website).
4. Have a gate that latches securely shut.
5. Be maintained in satisfactory condition (i.e. no missing, broken or rotted slats, no paint peeling).

Areas Outside of Fence - This area must be maintained as follows:

1. Hedges, foliage, and plants of any type may not exceed the height of the fence.
2. Must be kept free of weeds and excessive overgrowth.
3. Hedges, foliage, and plants must not infringe upon walkways in any way.
4. If this area is not maintained (i.e., garbage, etc,); it will corrected and *charged* to the unit owner.

Shutters, Trim and Front Door - must be:

1. Painted the approved color (formula available at office).
2. Securely attached to the building.
3. In good repair and condition at all times.
4. Replaced front doors must be tasteful and not gaudy.
5. The Townhomes owners are responsible for their shutters, trim and doors.
6. The Official THO colors are posted on the website.

Back Areas

Fences - Each unit that maintains a fence in back of their unit, the fence must be:

1. |Six feet (6') high
2. Stockade or Shadowbox styles.
3. Painted the approved color (formula available at office or website)
4. Have a gate that latches securely shut
5. Maintained in satisfactory condition (i.e. no missing, broken or rotted slats, paint peeling)

MailBoxes

Mailboxes are the responsibility of the individual owner. The owner is responsible their own locks. If your lock / key breaks you will need to see the mailman about opening your mail box. If the Association has to open your mail box there will be a charge. Proper ID MUST BE SHOWN prior to opening any mailbox.

Meeting Notices

Townhomes of Oriole Board of Directors meetings and other official notices from the Board of Directors will be posted in all mail huts a minimum of forty-eight hours prior to the meeting. Please take the time to check for any announcements. *No postings* are permitted unless approved by the Board of Directors.

Meeting Notices will also be posted on the website.

Assessments

Maintenance and any Assessments fees are due on the first (1st) day of each month. Any payments not received by the midnight of the fifteenth (15^{th}) day maintenance fees will be charged a late charge. All payments should be made payable to The Townhomes of Oriole and mailed in accordance to the instructions on the coupon.

1. Late charges in an amount not to exceed the maximum allowable by law will be added to your ledger. The current rate is five dollars ($5.00).
2. A late notice is sent if payment is not received by the 15^{th} of the month, at 60 days a Final Balance Notice is sent and after 5 days, on the 65^{th} day the delinquent account is sent to the collection attorney.
3. Failure to comply will result in
    a. All fees for the remainder of the calendar year becoming due and payable upon request.
    b. Your ledger being turned over to our attorney for collection at the homeowners expense.
    c. Notice of Lien - Lien proceedings will commence upon Notice of Lien.
    d. Notice of Foreclosure on the property. Foreclosure of the property by Court Order.

All of the above-mentioned remedies will be carried out within the shortest possible time frame. Allowed to us by law. All legal lees incurred for the procedures listed above will be added to the delinquent amount of the party concerned. Failure to pay these legal fees will result in the same actions being taken.

Rules for Individual Property Lines

1. Neither residents nor their guests will discard cigarettes, garbage or litter of any sort onto the common areas.
2. No garments, rugs, or other objects shall be hung from windows or fencing on the property.
3. No articles such as planters, flowerpots or boxes of any type may be placed on the outside of any window.
4. No structural painting or changes affecting the external appearance are permitted.
5. No household appliances or mechanical equipment may be placed and/or stored on the exterior of the units.
6. No resident shall cause, or permit anything to be hung, displayed or exposed on the exterior of a unit or common elements whether through or upon the windows, doors, or masonry of such unit
7. No signs shall be permitted. Open House, Garage Sale signs can be placed on fences during the open house but must be removed immediately after the event.
8. Under no circumstances shall the unit residents install any exhaust fan, air conditioning apparatus, television or radio antennas, satellite dishes, or any other items from any common areas of the exterior of a building. Satellite dishes may be installed only to the roof of the patio, to a pole that does not exceed the height of the back fence or In the front yard concealed from sight
9. No clotheslines, clothes racks or any other device may be used to hang any items on any window or anywhere on the common areas. Clotheslines are allowed as long as they are below the back fence line.
10. No improvements, additions, structures, or alterations to the exterior of any Townhomes unit are permitted. Requests for such must be made in writing and must be accompanied by copies of the appropriate plans, and approval of any and all of City Margate Building Departments or Broward County with jurisdiction over planned improvements. A copy of the Building Permit must be given to the Board of Directors to be included in Unit File.
11. No patios shall be enclosed or covered without completing the above. (Paragraph 11).
12. No resident shall install Hot tubs / Spas without first notifying and obtaining permission by the Board of Directors as only "normal water usage is covered in maintenance fees. Residents requesting such installation will be responsible for paying a "special assessment" for water to fill the apparatus. Should water usage increase significantly after installation, Resident would be responsible for a continuing special assessment for water. This includes any resident that already has such an apparatus installed.
13. "Normal" water usage is included in normal maintenance fees. "Normal" constitutes such things as showering, dishwasher, clothes washer, etc. "Excessive" water usage is not covered in maintenance fees. "Excessive" constitutes washing vehicles, sprinklers, children playing with hoses, etc. Should any unit resident be found consuming water "excessively", they will be assessed a special assessment for water. If a particular cluster is found to be consuming excessive water, and a particular resident cannot be sited for the overage, the entire cluster will be assessed this fee.
14. No unit property or patios shall be used for storage of any type.
15. No commercial or business occupations may be conducted on, or in the residential property. No resident shall permit such practices to be conducted within their residence. This does not include such things as "Tupperware" or "Mary Kaye cosmetic" parties, nor any occupations such as may

be conducted without "clientele" visiting the residence such as home typist, real estate, computer consultants, etc.

16. No resident shall use or permit to be brought into any unit, or stored on Townhomes property any inflammable oils or fluids such as kerosene, naphtha or benzene, or any other explosive or articles deemed hazardous to life, limb, or property.
17. Residents that own firearms must comply with all rules and regulations according to the laws of the United States, the state of Florida, Broward County, and the City of Margate.
18. No resident shall request or cause any employee of the Association to do any private work on their unit while on duty for the Association.
19. Any owner who plans to be absent from his / her unit during hurricane season, or for an extended length of time, must prepare unit prior to his / her departure by removing all furniture, potted plants and other movable objects from inside property line. Owner must also designate a responsible firm or individual to care for unit should the unit suffer damage of any sort. Such firm or individual shall be listed in the unit file as the emergency contact, and should also in turn contact the Association should the need arise for such care.

Pets

1. No more than two (2) pets per unit are allowed on the private areas, provided that such pets are not being maintained for commercial purposes, and are not an unreasonable nuisance or safety hazard to other residents. Pets must be 55 pounds or less at maturity. *No* animal listed as a *vicious breed* is allowed to reside anywhere on Townhomes of Oriole property.
2. All pets must be registered and current with rabies vaccination records, and a Veterinarian's Weight Certificate. Copies of same must in on record in the office of the Association.
3. Pets are not allowed anywhere on the common elements unless on a leash and under the immediate and direct control of their owner. Failure to abide by the leash law will result in any or all of the following remedies: A fine of not less than $50 per occurrence; Mandatory eviction of pet; Any other legal remedy available. Be advised that this is also a City of Margate Ordinance
4. Pet owners are directly responsible for cleaning up after their pet(s). Failure to clean up after your pet will result in a fine of not less than $50 per occurrence. City of Margate ordinance.

Note: Residents that have had pets over these limits prior to 1/1/99 am excepted from this rule (providing the animal is not of a "viscous breed", however, upon the death or removal of such pet, you may not replace it with an animal that does not meet these specifications.

Common Courtesies

1. No Resident shall permit any noise or odor that may be considered unreasonable, obnoxious or offensive to others to come from their property line.
2. No Resident shall carry out, or permit to be carried out, any immoral or illegal act, in their unit, or anywhere within the confines of the Townhomes of Oriole property.
3. No Resident shall conduct themselves, nor allow their guests to conduct themselves, in any manner that may be considered a nuisance to anyone else.
4. Noises that interfere with the rights, comfort, or quiet enjoyment of other Residents are not allowed at any time. Please take extra care to avoid making disturbing sounds between the hours of 11 p.m. and 7 am. *This Is a City of Margate ordinance*.
5. Entertainment devices (i.e. radio, TV's, musical instruments, etc.) must be played at a volume that does not disturb your neighbors.
6. Keep pets that make an excessive amount of noise secured inside, or quiet the animal.

Please note, complaints brought before the Board of Directors will be responded to on a priority basis, however, if the Common Courtesies continue to be ignored, and all mediation fails, those Residents violating these rules will be fined $50 per occurrence.

Common Areas

Rules for all Common Areas

1. Residents and their guests are prohibited from discarding cigarettes, garbage, or any type of debris on any of the common grounds.
2. Use sidewalks when walking on common property. It is not permitted to walk on the grass.
3. Powered vehicles of any kind are prohibited on sidewalks and all other common ground.
4. No bicycles, scooters. skateboards, wagons, ride-on toys, toys of any kind, chairs, furniture, etc. may be left out on roadways, sidewalks, or elsewhere on the common elements.
5. Children are only allowed to play in grassy common areas, the playground, the pool area and the basketball court. Children are not allowed to play in parking areas at any time. If a child is found to be playing in the parking areas, the parent / guardian of said child will be fined $50per occurrence.
6. *THO partners with the Margate Police Department to patrol the community on a regular bases.* The law enforcement officers have all rights to question anyone in any common area. If asked you must provide any law enforcement officer with ID showing you to be a resident. Failure to provide such ID could result in arrest for trespass.
7. The consumption of alcoholic or illegal substance is strictly prohibited on any and all common elements. Townhomes of Oriole has signed a waiver with the local law enforcement stating this rule, and anyone caught violating this rule will be subject to immediate arrest.

Basketball Court

1. The basketball court may be used by residents and their guests during daylight hours only. It is available on a first-come, first-served basis. If there are other residents waiting to use the court, there will be a
2. Anyone using the court must wear sneakers or soft-soled shoes.
3. Parking for the basketball court is located in front of the clubhouse only. Anyone parking anywhere else while using the court will be subject to immediate towing without notice, as well as be liable for any damages resulting from illegal parking.
4. Children are only allowed to play in grassy common areas, the playground, the pool area and the basketball court Children are not allowed to play in parking areas at any time. If a child is found to be playing in the parking areas, the parent / guardian of said child will be fined $50 per occurrence.
5. Law enforcement officers have all rights to question anyone in or on any common area. If asked you must provide any law enforcement officer with ID showing you to be a resident. Failure to provide such ID could result in arrest for trespass.
6. The consumption of alcoholic or illegal substance is strictly prohibited on any and all common elements. Townhomes of Oriole has signed a waiver with the local law enforcement stating this rule, and anyone caught violating this rule will be subject to immediate arrest.

Swimming Pools

1. The pools may be used by residents and their guests during daylight hours only. Only one pool will be open during the winter months.
2. Entrance into the pool areas is accessible by key only. Additional keys may be purchased ($25.00) to replace a lost key. (Note: If you are purchasing a unit, you must obtain the key from seller.)
3. No one under the age of 16 years is allowed at the pool without being accompanied by an adult over the age of 18. ID is required If you are unable to provide proof of age requirement, you will be asked to leave. Failure to leave, will be considered a violation of this rule, and parent / guardian of said child will be subjected to a fine.
4. By use of the pools, you are agreeing to abide by these rules, as well as the posted rules. Any person must leave the pool area if requested to do so by a member of the Board of Directors, or any law enforcement officer.
5. No persons wearing diapers/disposable protection may use the pool.
6. All residents using our pools must consider the rights of other bathers. Foul and vulgar language and acts are considered offensive and will not be tolerated, nor will any other offensive acts. Failure to abide by this rule will result in forfeiture of your household's pool key, and termination of household's rights to use amenities.
7. Law enforcement officers have all rights to question anyone in any common area. If asked you must provide any law enforcement officer with ID showing you to be a resident. Failure to provide such ID could result in arrest for trespass.
8. The consumption of alcoholic or illegal substance is strictly prohibited on any and all common elements. Townhomes of Oriole has signed a waiver with the local law enforcement stating this rule, and anyone caught violating this rule will be subject to immediate arrest.
9. You must shower prior to entering the pool.
10. You may bring refreshments in unbreakable containers. No glass containers or bottles are allowed. If you bring refreshments, you must place all rubbish in appropriate trash receptacles.
11. Extinguish cigarettes completely before putting in trash. You must use an ashtray or disposable container.
12. You may use inflatable pool toys only if such use will not disturb other bathers.
13. Use of life-rings or other safety / life-saving devices is strictly prohibited.
14. You may use a portable radio providing you either use headphones, or play it at a level that does not bother others.
15. Persons with a communicable disease, skin disease, nasal or ear discharge or inflamed eyes may not use our pools.
16. The following is not allowed: running, pushing, wrestling, ball playing, diving, pets, bikes, skateboards, wheeled toys.

Trash Disposal

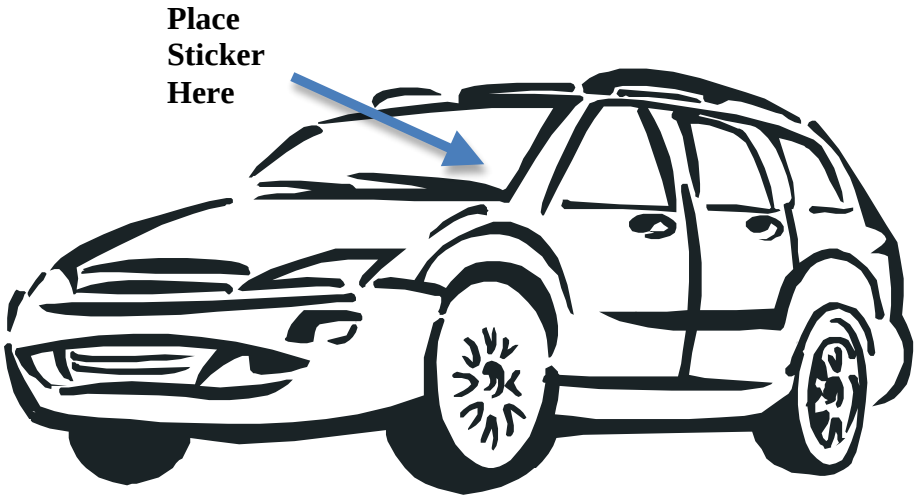
1. Regular trash must be placed in a covered container. *No plastic bags* will allowed due to animals and other critters getting into the bags, tearing them open and making a mess with the trash. Failure to clean up your garbage will result in a fine.
2. To leave trash for pickup, bring container out to the end of your vehicle along line. After trash has been picked up it is the responsibility of the owner to bring in the container. If left out longer than that day's pick up, it will be removed and you will have to get another container.
3. Trash may not be left for pick-up earlier than 6:00 pm the day before your normal pick-up day. Pick up days are Wednesdays and Saturdays. Saturday is also recycling.
4. Only normal trash (i.e. what will fit in a garbage container) can be placed for pick-up on normal pick-up days. Waste normally associated with "Bulk Pick-Up" (i.e. furniture, appliances, etc.) will not be picked up, so therefore must NOT be placed out for collection during regular pick-up. Bulk pick-up is done bi-monthly. If bulk items are left out at any other time, you will be assessed a disposal fee, as well as assessed for the removal of these items at the maximum rate allowed by law. If "Bulk Trash" is left outside during any other time, your cluster as well as the cluster nears the "Bulk Trash" will assessed as well. The charge for this is One Hundred Seventy-Five Dollars ($175.00).
5. The THO website maintains the bulk pick-up dates.
6. Hazardous waste cannot be included with Bulk or regular trash pick-up. You may drop off all hazardous material at 2780 N. Powerline Road on Saturdays only.
7. Individual residents may arrange special Bulk pick-up by contacting the refuse company directly. Charges for this service are the sole responsibility of the resident.
8. Individual residents may arrange for pickup of *large metal* appliances, such as old refrigerator with its door removed, by contacting the recycle metal company. Please see the website for details.

Vehicles & Parking

1. Parking is permitted in **designated areas** only. Any vehicle not parked in a designated space, creating an obstruction, or interfering in any way with the entering or exiting of any vehicle, will be towed without notice upon a complaint or request from any party directly or indirectly affected.
2. Parking Permits are required to park at the Townhomes of Oriole
    a. Each Unit is entitled to 2 Stickers and 1 Guest Pass [units in good standing only]
    b. Permits are to be issued to Unit Owners only
    c. Units Vehicle Files must be up-to-date
        i. Copy of Drivers License
        ii. Proof of Registration
        iii. Proof of Insurance
3. The sticker is to be placed on the front windshield driver's side only. They must be permanently adhered to the window to be valid. They cannot be taped, left loose on the dash nor placed in a baggie.
4. Replacement stickers are available when you trade-in your vehicle. See Num 2 for requirements.
5. Each Unit has only One (1) Assigned Space
6. Guest Spaces are on a first-come, first served basis.
7. Vehicles parked in someone else's assigned spot, on the grass, on the swale or on any common areas can be towed without notice.
8. No parking of any vehicle is allowed at any time in an area identified with a yellow curb.
9. Powered vehicles on any kind are prohibited on sidewalks and all other common ground.
10. Parking must be **nose-in** only. Keeping a vehicle parked in *backed-in* position is in direct violation and is subject to two warnings per year. Subsequent violations are subject to immediate towing.
11. Commercial Vehicle may not be parked in any residential areas overnight (after 10:00pm). A commercial vehicle is defined as any bus, step van, truck, trailer, utility trailer, truck tractor, tow truck or wrecker, agricultural, construction or industrial equipment or any vehicles designed, intended or used for transporting people, goods or things for profit, or any vehicle displaying commercial lettering. This includes limousines and pick-up trucks with an altered cargo box, or from which the cargo box has been removed. Any vehicle with tools, building /refuse materials, merchandise or outfitted with emergency flashing or rotating lights visible from the street or from abutting residential property shall be deemed a commercial vehicle.
12. Commercial Vehicles may be parked at the Club House using a THO Commercial Pass only and are available for $25.00 and are issued to those in good standing in addition the one's indicated above.
13. Commercial vehicle parking at the clubhouse is a **privilege**, *homeowners must be in good standing with association assessments*
14. Inoperable / junk type vehicles are not permitted to be stored on THO property. Examples include, but are not limited to, expired tags/registrations, flat tires, unrepaired engine, exterior and/or interior damage.

No Trucks over ¾ ton, boats trailers of any kind, moving vans, RV's, or any vehicle that exceeds the dimensions of the parking space assigned to resident shall be parked overnight. Temporary arranged at the clubhouse parking are with permission of the Board of Directors and / or the Management Company.

15. Vehicles parked at the Clubhouse must have either a THO Sticker, Guest pass, or temporary arrangement made via the Board of Directors or Management Company.
16. No vehicle storage is allowed at clubhouse. Homeowners must utilize parking in assigned or guest spaces.
17. One (1) additional permit may be purchased for $100.00 per year; *homeowners must be in good standing with association assessments.*
18. *Any homeowner's guest* who creates a nuisance in the common area will have their vehicle removed without warning, examples include, but are not limited to, excessive loud music, loitering, consumption of alcoholic beverages and/or illegal drugs in common areas.



Unit Files & Selling/Purchasing

Owner Files - Each owner must maintain in his/her file all of the following documentation

1. A copy of the recorded Deed
2. A completed registration card
3. A photocopy of Drivers License for each adult resident
4. A photocopy of current car registration for each car to be registered for a parking decal
5. A screening package
6. A Copy of Homeowner's Insurance (HO-3) and flood insurance.

* Note: Although owner screening is not a new rule, it has not been enforced until now, so therefore any owner closing prior to 11/1/99 is not required to be screened.

Selling / Purchasing a Unit

When selling or purchasing a unit, it is the seller's responsibility (within 7 (seven) days) to notify the Association and to convey the HOA Documents, By-laws, Cluster Documents, Rules and Regulations and the Pool Key to the buyer. Copies of these can be ordered from the Association office for a reasonable fee.

It is also the seller's responsibility to notify real estate professionals and perspective buyers of our screening/application process. Prospective purchasers must contact Ambassador Management in order to complete an application, pay the necessary application / administrative fee by money order or cashier's check, and make an appointment with the screening committee. Estoppels letters will be completed by the Association's accounting firm at a reasonable fee.

Loading / Unloading — Moving In or Out

1. Loading or unloading of personal belongings can only be done during the hours of 8 am - 9pm. Should anyone load or unload during any other hours, it will constitute disturbing the peace, which could result in either in a sworn complaint to local law enforcement, or a fine,or both.
2. Loading and unloading may only be done from the parking area only. Vehicles of any kind are prohibited on any other common areas. You must use sidewalks only.
3. You will be liable for any and all damage that may occur to any common areas.
4. Moving vans, trucks, etc. may not be parked overnight in the resident parking areas. If it is necessary to leave the truck overnight you may park in the clubhouse parking lot prior to the night it will be left. Failure to comply will result in the truck being towed without notice.
5. All excess containers and packing materials are to be put out on the regular trash pick-up days in an orderly fashion.

Violations, Sanctions & Fines

Enforcement of violations will be administered by the Board of Directors or appropriate committee, as required by state law. Disciplinary action(s) imposed by the Board of Directors or such committee may Include, but is not limited to, the following:

Assessing fines against the residents for charges not to exceed the maximum allowable by state law. Such fines may be per occurrence or per diem.

Assessing those expenses as described in the By-laws against the resident.

Issuing a cease and desist order.

Eviction proceedings.

Sanctions against entire household for use of amenities.

Violations & Interpretative Rulings

Informal Procedures

Any Owner, officer of the Association or the Managing Agent has the authority to request that an Owner cease or correct any act or omission which appears to be in violation of the aforementioned documents. Such informal requests should be made before the formal process is initiated.

The Managing Agent may suspend the right of an Owner to use any facility for a maximum period of seventy-two (72) hours If such Owners use of the facility is in violation of the rules and may endanger life, limb or property or equity of the Association, and a verbal request to cease or Correct the violation has not been heeded.

The Board of Directors. or Managing Agent may make initial attempts to secure compliance through correspondence to the Owner. This correspondence will state the time, date, place and nature of the violation and set forth the time period in which the violation must be corrected. Copies of such correspondence shall be maintained in the Association files, and a copy may be sent to counsel for the Association.

In the case of disputes between residents regarding activities within the Units or the appurtenant Limited Common Elements, the Association will generally not become involved in the dispute or act on a complaint, unless two or more parties have complained in writing.

Formal Procedures

Written Complaint – If the informal procedures prove unsuccessful, the formal procedures shall be initiated upon the filing of a written complaint by any Owner, officer or directors of the Association or Managing Agent (hereinafter referred to as a 'complaint) with the Covenants Committee (hereinafter referred to as the Committee). The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Owner (hereinafter referred to as "respondent") is charged, to the end that the respondent will be able to prepare his defense. The complaint shall specify the specific provisions of the Condominium Act, the Condominium instruments, or Rules and Regulations the respondent is alleged to have violated and shall contain supporting facts. The complaint must be as specific as possible as to times, dates, places, acts or omissions and person involved, if the problem involves a pet, the complainant should identify the pet, if possible.

Preliminary Investigation – Upon receipt and consideration of the written complaint, the Committee may ask the Managing Agent or a member of the Committee to make a preliminary investigation as to the validity of the complaint and promptly report the finding to the Committee. If the violation has been corrected or the complaint is invalid for any reason, the Committee shall determine the appropriate disposition of the matter and respond in writing to the complainant. If preliminary investigation indicates the need for further action, then the Committee shall establish a hearing date. The Committee shall serve the respondent with (1) Complaint, (2) Notice of Hearing, (3) Notice of Dense, and (4) Cease and Desist Request when appropriate.

Notice of Hearing – The Covenants Committee shall serve a Notice of Hearing on all parties at least fourteen (14) days prior to the hearing by either of the following means: (1) personal service or (2) registered or certified mall, return receipt requested, and addressed to the parties at the address appearing on the books of the Association. Service by mailing shall be deemed effective two (2) days after such mailing in a regular depository of the United States mail. The Notice of Hearing sent to the parties shall be substantially in the following form but may Include other information:

"You are hereby notified that a hearing will be held before the Committee at _____ on the_____ day of 20___ at the hour of _____, upon the charges made in the complaint served upon You may be present at the hearing, may, but need not be represented by counsel, may present any relevant evidence, and you will be given full opportunity to examine and cross-examine all witnesses. You are entitled to request the attendance of witnesses and the production of books, documents, or other items by applying to the Board of Directors of the Association.

If any parties can promptly show good cause as to why they cannot attend the hearing on the scheduled date and indicate times and dates on which they would be available, the Committee may reschedule the hearing and promptly deliver notice of the new hearing date.

Service of Complaint – The Committee shall serve a copy of the complaint on the respondent along with the Notice of Hearing.

Notice of Defense – Service of the Notice of Hearing and complaint shall be accompanied by a Notice of Defense. The Notice of Defense shall state that the respondent may:

1. Attend a hearing before the Committee as hereinafter provided.
2. Object to the complaint on the grounds that it does not state the acts or omissions upon which the Committee may proceed.
3. Object to the form of the complaint on the grounds that it is so indefinite or uncertain that the respondent cannot Identify the violating behavior or prepare proper defense; or
4. Admit to the complaint in whole or in part. In such event, the Committee shall meet to determine appropriate action or penalty, if any.

Any objections to the form or substance of the complaint shall be considered by the Committee within ten (10) days of their receipt. The committee shall make its determination and notify all parties within said ten-day (10) period, If the complaint is found insufficient, the complaining party shall have sent seven (7) days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. It if is determined by the Committee that the complaint is still insufficient, then the matter shall be dismissed by the Committee.

Cease and Desist Request – The Committee may, at its own discretion, issue a cease and desist request along with the complaint, Notice of Hearing, and Notice of Defense.

Amended or Supplemental Complaints –At any time prior to the hearing data, the Committee may files or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner provided herein. If the amended supplemental complaint presents new charges, the Committee shall afford the respondent a reasonable opportunity to prepare proper defense thereto.

Discovery – Upon written request to the other party, made prior to the hearing and within fifteen (15) days after service of the complaint by the Committee or ten (10) days after service of any amended or supplemented complaint, either party is entitled to:

(1) to obtain the names and addresses of witnesses to the extent known to the other party and (2) Inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product.

Any party claiming his request for discovery that has not been complied with shall submit a petition to request discover to the Board. The Board shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

Statements – Sworn statements may be introduced into evidence by a party if a copy of the statement is given to the opposing party at least ten (10) days prior to the introduction of the statement The sworn statement, if introduced in evidence, shall be given the same effect as if the author had testified orally unless the opposing party, within seven (7) days after receipt of the statement, gives to the party seeking

to introduce the statement a request to cross-examine the statement's author. If an opportunity to cross-examine the statement's author is not afforded after request is made as herein provided, the statement may be introduced In evidence, but shall be given only the same effect as hearsay evidence.

Constraints of the Committee – It shall be incumbent upon each member of the committee to make a determination as to whether that member is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of objective consideration of the case shall disclose the same to the Committee and shall not participate in the proceedings. Any member of the Committee has the right to challenge any other member he believes in unable to function in a disinterested and objective manner.

Prior to the hearing, the complainant and the respondent may challenge any member of the Committee for cause. In the event of such a challenge, the Board of Directors shall meet within fifteen (15) days to determine the sufficiency of the challenge. If the Board sustains the challenge, the Board will appoint another person to replace the challenged member of the Committee. All decisions of the Board in this regard are final.

Hearing

1. The Committee shall select a person to serve as hearing officer and preside over the hearing. Such hearing officer need not be an Owner or a member of the Committee. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. The Committee may determine the manner in which the hearing will be conducted, so long as the rights set forth in these procedures are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make the admission of such evidence improper, Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding.

2. Neither the complainant nor the respondent must be in attendance at the hearing. At the request of either the complainant or the respondent, the Committee may agree to conduct the hearing in private session.
3. Each party shall have the right to do the following, but may waive any or all of these rights:
    a. Make and opening statement;
    b. Introduce evidence, testimony and witnesses;
    c. Cross-examine opposing witnesses;
    d. Rebut evidence and testimony;
    e. Make a closing statement.
4. The complainant and/or the respondent may be called and questioned regardless of whether they testify in their own behalf.
5. Whenever the Committee has commenced to hearing the matter and a member of the Committee withdraws prior to a final determination, the remaining members shall continue to hear the case and the Committee Chairperson shall name a replacement for the withdrawing member. Oral evidence shall be taken only on oath or affirmation administered by the hearing officer.

Decisions To be effective a decision of the Committee shall be by a majority vote. The decision shall normally be issued within forty-five (45) days of the conclusion of the hearing. The decision shall be written and accompanied by both the majority and minority opinions, if any. Copies of the decision shall be distributed to the parties.

Pets – Residents whose pets have materially or continuously violated the provisions of the Association instruments or Rules

Interpretative Rulings

Purpose of Rulings of the Committee may serve to: (1) verify the intent of provisions of the Condominium Instruments, Rules and Regulations or Book of Resolutions, (2) decide on the consistency of any such provisions with the other provisions of the Association documents, Rules and Regulations or the Book of Resolutions or (3) decide whether or not a rule, regulation or resolution was duly adopted. The purpose is not to amend, expand or limit the provisions of those documents, although the Committee may propose such amendments, expansions or limits in the statement accompanying a ruling.

Petitions

1. Any owner, officer or director of the Association or the Managing Agent may petition the Committee for an interpretative ruling by filing a petition directed to the Committee at the Association office.
2. The petition must be legibly written in substantially the following form:

The party or parties below request the Committee to issue an interpretative ruling on the following provisions of the governing documents and regulations of the Association:

- The issue in question is:
- Response should be sent to:

Decisions

The Committee shall have forty-five (45) days from receipt of such petition to issue an Interpretative ruling. This time period may be extended by the Committee at its discretion. Copies of the ruling shall be distributed to the parties and shall be included as a supplement to the rules. A summary of the ruling will be placed in the Association newsletter. All rulings shall state the authority for such ruling and the basis of the decision.

Appeals

Rights of the Owners Final decisions of the Committee may be appealed by any party. The Board may make a preliminary review of the circumstances and materials relative to the case and make a determination as to whether it will hear the appeal. The Board may, on the basis of the preliminary review, elect not to hear the appeal, in which case the board will so inform the appealing party in writing and the Committee decision stands.

Appeals petitions must be legibly written and be submitted to the Board insubstantially the following form:
(I) (We) _____hereby petition the Board of Directors to hear an appeal of the decision of the Committee (Application) (Case) No. _____. (I) (We) further understand that within the Association, the decision of the Board of Directors on this issue is final.

Notice of Hearing The above Notice of Hearing procedures will be followed except that it is served by the Board.

Procedures All of the above rights and procedures shall apply to appeals with the substitution of the word Board" wherever the word Committee appears.

Effect of Decision The Board may uphold the Committee's decision in its entirety, modify or reverse such decision.

Further Action – An Owner must exhaust all available remedies of the Association prescribed by this resolution before resorting to a court of law for relief with respect to an alleged violation by another Owner of any provision of the condominium Instruments or Book of Resolutions. The foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board.

Sanctions

Disciplinary action Imposed by the Committee may include, but is not limited to. the following:

1. Assessing fines against the respondent for charges not to exceed $50.00 for a single offense or $10.00 per diem for a continuing offense.
2. Assessing the expenses described in the By-Laws against the respondent;
3. Issuing a cease and desist order,
4. Suspending or conditioning the respondent's right to use the recreational facilities. For any non-continuing Infraction, such suspension shall be for a period of not more than ninety (90) days. For a continuing Infraction (including non-payment of any assessment after the same becomes delinquent), suspension may be imposed for so long as the violation continues.

Construction

These procedures are intended to assure that due process is provided to Owners in these proceedings before the Committee and the Board to enforce the Association Instruments, Rules Regulations and Book of Resolutions and to serve as a guideline for such proceedings.

The Committee or the Board, as appropriate, may determine the specific manner in which these procedures are to be implemented, provided that due process is protected.

Any inadvertent omission or failure to conduct proceedings in exact conformity with these procedures shall not invalidate the results of such proceedings, so long as a prudent and reasonable attempt has been made to assure due process according to the general steps set forth in this resolution.

Due process," as used in this resolutions, refers to the following basic rights:

1. The charges shall be provided to the Owner.
2. A hearing shall be held at which witnesses may appear and be cross-examined and at which evidence may be introduced.
3. An opportunity to appeal shall be available.
4. Basic principles of fairness shall be applied.

Rules and Regulations for Inspection of Association Record

Document Inspection

Official Records – The following documents and records shall constitute the official records of the Association, which documents and records shall be available for inspection and/or copying as provided for herein:

1. Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.
2. A copy of the bylaws of the association and of each amendment to the bylaws.
3. A copy of the articles of incorporation of the association and of each amendment thereto.
4. A copy of the declaration of covenants and a copy of each amendmentthereto.
5. A copy of the current rules of the homeowners association.
6. The minutes of all meetings of the board of directors and of the members for the previous seven (7) years.
7. A current roster of all members and their mailing addresses and parcel identifications.
8. All of the associations insurance policies or a copy thereof for the previous seven (7) years.
9. A current copy of all contracts to which the association is a party, including, without limitation, any management agreement lease, or other contract under which the association has any obligation or responsibility, as well as bids received by the Association for work to be performed within the previous one (1) year period.
10. The financial and accounting records of the association, kept according to Good accounting practices, for the previous seven (7) years, including:
    a. Accurate, itemized, and detailed records of all receipts and expenditures.
    b. A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and
    c. All tax returns, financial statements, and financial reports of the association.
    d. Any other records that identify, measure, record, or communicate financial information.

Right to Inspect or Copy

1. Every member shall have the right to inspect or copy the association's official records in compliance with the procedures stated herein. A member may authorize, in writing, an attorney or other designated representative to conduct the inspection or request copies on the member's behalf. For purposes of this rule only, the term "member"shall be deemed to include an authorized representative of a member.

2. Inspection or copying shall be limited to those records specifically requested in advance, in writing. A member who wants to inspect or copy the association's records shall submit a written request to the association's secretary or manager. The request must specify the particular record(s) desired, including pertinent dates or time periods, and shall state whether the request is for inspection or copying. The request must be sufficiently detailed to allow the association to retrieve the record (s) requested. No member may submit more than one request for inspection and / or copying in a thirty (30) day period. However, a member may request to inspect or copy more than one (1) document in a single request.

Inspection Rules.

1. No member may request an inspection of more than twenty (20) records at any one time, nor shall the association be required to produce more than 200 pages of records at any onetime. If the member's request exceeds either of these limitations, the association shall provide records for inspection in the order requested by the member up to the limiting factor. The member shall then make written request(s) for additional sessions until the member has inspected all the records originally requested. Requests for additional sessions are subject to all the same rules and restrictions as any other inspection request.
2. All inspection shall take place at the association’s office or at such other location as the association designates. No member shall remove original records from the location where the inspection is taking place.
3. Only one (1) member shall be permitted to inspect documents at any one time, and no other member or person shall be permitted to accompany a member inspecting documents. Members inspecting documents shall not be permitted to bring bags, carrying cases, or any other materials into the location of the inspection, but shall be provided with paper and writing materials by the Association office representative
4. Members shall not alter the records in any way.
5. The association shall make records available for inspection on or before the tenth (10th) business day after the association actually receives the written inspection request. This time frame may be extended upon the member's written request or if the records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable. The association shall notify the member in writing or otherwise that the records are available, and specify the time, date, and place for the Inspection.
6. Inspections shall be by appointment only, during the normal business hours of the association's office, and may be supervised by a representative of the Association. Inspections shall be no longer than two (2) hours in duration at any one time.

Copying Rules

1. If a member wants a copy of any record, the member shall designate in writing the record desired. Any written request shall designate the specific record or portion thereof.
2. During an inspection, the member may designate such record by use of a tab, clip, or "post-jr note placed upon the page(s) desired.
3. Copies requested shall be available within seventy-two (72) hours of the Association receiving payment of copying costs in the amount of $_____ per page copied, unless the voluminous nature or condition of the records make this time frame impractical. In such cases, the copies will

be made available as soon as is practical Provided that the Association has provided the member with reasonable access to the official records within the time frame provided herein, the Association shall not be deemed to have acted unreasonably in providing requested copies at a time later than ten (10) days after receipt of the initial request to copy or inspect official records. In its discretion, the Association may make copies available at the time payment for copies is tendered.

Manner of inspection or Copying.

1. Members shall not exercise their Inspection or copying rights in order to harass any other member or resident, association agent, officer, director, or employee.
2. All people inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the association office or such other location where the inspection or copying is taking place. The association office, or place of inspection or copying, shall assign one staff person to assist in the inspection. All requests for further assistance and copying during an inspection shall be directed only to that staff person.
3. The Association shall maintain a log detailing:

    a. The date the written request was received;
    b. The name of the requesting party;
    c. A list of the requested records;
    d. The date the association notified the member that the records were available;
    e. The date the records were made available;
    f. The date of actual inspection or copying; and
    g. The signature of the member acknowledging receipt of, or access to, the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to inspection on receipt of copies.

INSTR # 101028567
OR BK 31587 PG 1855
RECORDED 05/14/2001 08:07 AM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1038

CERTIFICATE of AMENDMENT to the DECLARATIONS OF COVENANTS AND RESTRICTIONS, ARTICLES OF INCORPORATION AND BYLAWS of THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

(Text that is underlined is additional text; text containing a ~~line through it~~ is text from the prior version that is being deleted)

NOTICE IS HEREBY GIVEN that on April 10, 2001, by a vote obtained at a duly noticed Annual Members' Meeting in accordance with the requirements of the Association's Declarations, Articles of Incorporation and Bylaws, the Members adopted amendments to various portions of the the Association's cluster declarations as outlined in the attached page. Furthermore, the members adopted amendments to various articles of the Articles of Incorporation, and to various articles of the Bylaws as shown on the attached pages. The original cluster declarations are recorded in the Official Records of Broward County, Florida in the official records book and page numbers listed on the attached page; the Bylaws are recorded in OR Book 6910 at page 97. The exact language of the amendments appears on the attached pages.

IN WITNESS WHEREOF, THE TOWNHOMES OF ORIOLE ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 30 day of April, 2001.

(CORPORATE SEAL)

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

ATTEST:

Richard P Dupont
Secretary

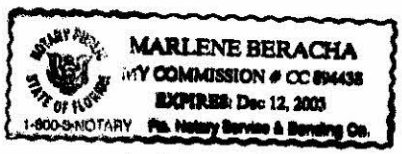
By: Sheldon W. Glassner
Sheldon Glassner, President

STATE OF FLORIDA }
COUNTY OF BROWARD }

On this 30 day of April, 2001, personally appeared SHELDON GLASSNER, President, and Richard Dupont as Secretary, who are personally known to me/~~who produced~~ _____ as identification, and who acknowledged before me that they executed this instrument for the purposes herein expressed.

Marlene Beracha
Notary Public

MARLENE BERACHA
Notary Public [name printed]



my commission expires:

Cluster No.	OR Book	Page
1	7116	319
2	6387	270
3	6647	479
4	6387	303
5	6422	1
6	6421	957
7	6415	924
8	6466	796
9	6578	260
10	6549	375
11	6484	600
12	6600	1
14	6611	145

Cluster 15 - O.R. Book 6826, Page 916
Cluster 16 - O.R. Book 6844, Page 292
Cluster 17 - O.R. Book 6893, Page 802
Cluster 18 - O.R. Book 7159, Page 1
Cluster 19 - O.R. Book 7010, Page 899
Cluster 20 - O.R. Book 6947, Page 1
Cluster 21 - O.R. Book 7193, Page 55
Cluster 22 - O.R. Book 7193, Page 88
Cluster 23 - O.R. Book 7193, Page 121
Cluster 24 - O.R. Book 7367, Page 93
Cluster 25 - O.R. Book 7525, Page 355
Cluster 26 - O.R. Book 7621, Page 669
Cluster 27 - O.R. Book 7645, Page 490
Cluster 28 - O.R. Book 7865, Page 125
Cluster 29 - O.R. Book 7716, Page 687
Cluster 30 - O.R. Book 7762, Page 864
Cluster 31 - O.R. Book 7775, Page 311
Cluster 32 - O.R. Book 7802, Page 190
Cluster 33 - O.R. Book 7834, Page 409
Cluster 34 - O.R. Book 7756, Page 331
Cluster 35 - O.R. Book 7958, Page 77
Cluster 36 - O.R. Book 7929, Page 521
Cluster 37 - O.R. Book 7958, Page 111
Cluster 38 - O.R. Book 7929, Page 487

(1) Article X.B of the Declaration of Cluster Covenants and Cross Easements for each Cluster in the Association was amended to add the following underlined language to that article: "... In addition to the remedies set forth in this paragraph, the Association may levy reasonable fines against any member or any tenant, guest or other visitor. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed the amount allowed by the statute governing the Association at the time the fine is imposed. Furthermore, the fine may not be imposed unless all procedures outlined in the statute governing homeowners associations at the time the fine is imposed are followed."

(2) Article VIII of the Declaration of Cluster Covenants and Cross Easements for each Cluster in the Association was amended to add the following underlined language at the end of the article: "The Townhome Residence Owners acknowledge that their Townhome Residences shall be subject to the lien rights, remedies and powers of collection and enforcement granted the Association and Developer under Article VI of the Declaration and that such provisions are valid and binding upon each of their Townhome Residences. Furthermore, it is understood that the Association has an automatic, continuing lien against each homeowner for each maintenance payment until that amount is paid. This lien relates back to the effective date of this amendment. It is the members' intent that this lien is superior to any mortgage given after the effective date of this amendment. Therefore, the portion of the amendment to Article VI.A, recorded in 1979 in Official Records Book 8613 at page 876 (providing that the lien is effective from the date the lien is recorded) is rescinded. However, pursuant to article X.I of the Declarations as originally recorded, this amendment will not affect the rights or priorities of any Institutional Mortgagee with liens that were perfected before the effective date of this amendment."

(3) The following was added as paragraph K to Article X ("General Provisions") of each Cluster's Declaration: "K. Clubhouse. The Board of Directors may establish and amend reasonable rules and regulations governing the use of the Clubhouse as it deems necessary. These rules may include, but are not limited to, the hours of use and the fees for clubhouse rental."

(4) The following was added as paragraph L to Article X ("General Provisions") of each Cluster's Declaration: " *Association Costs Incurred in Connection With the Sale of Units.* The

Association may impose a reasonable charge for the costs it incurs in preparing responses to requests for information in connection with the sales of units (commonly referred to as "PUD and Estoppel Letters"). These charges are to be paid by one or both of the parties to the transaction, as they decide amongst themselves)."

(5) The May 1989 amendment regarding screening of lease applicants was amended again to delete the fifteen dollar screening fee and to replace it with the following: "...In addition, the Association shall receive a non-refundable screening fee per applicant ~~in the amount of $15.00 per applicant~~ not to exceed the highest amount allowed by law..."

(6) The following paragraph 25 was added to the May 1989 amendment to provide for the gradual elimination of rentals at the Townhomes: "25. Elimination of Rentals. Inasmuch as the Association has experienced an increase in vandalism to property, a steady decline in property maintenance and appearance, and an increase in the number of units failing to pay maintenance fees, all of which has occurred just as the number of tenancies increases, the members now decide that there shall be no more leasing of homes at the Townhomes. This provision will not apply retroactively and current lease agreements are not affected. However, once a lease agreement expires it cannot be renewed and the tenants living here under that lease agreement must vacate the premises. Nor can they be replaced with new tenants or new lease agreements."

(7) Section 6.1 of the 1977 Bylaws (recorded in OR Book 6910 at page 97) was amended to add the following underlined language: "6.1 The officers of the Association shall be a President, who shall be a Director, one or several Vice Presidents, a Treasurer, a Secretary, and, if the Board so determines an Assistant Treasurer and an Assistant Secretary, all of whom shall be elected annually by the Board, subject to a two-year term limit per office unless the directors, by majority vote, decide otherwise at the time the officers are being selected..." (the remainder of this section remains as originally recorded).

(8) Section 4.9 of the 1977 Bylaws (recorded in OR Book 6910 at page 97) was amended to add the following underlined language: "4.9 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such a signing shall constitute the presence of such Director for the purpose of determining a quorum. However, a director or officer who fails to attend three consecutive meetings is deemed to have resigned from the position unless a majority of the Board decides otherwise..." (the remainder of this section remains as originally recorded).

CFN # 107104940, OR BK 44114 Page 1494, Page 1 of 3, Recorded 05/31/2007 at 10:27 AM, Broward County Commission, Deputy Clerk 3075

CERTIFICATE OF AMENDMENT
TO THE DECLARATIONS OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTERS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14 FOR TOWNHOMES OF ORIOLE 1 AND DECLARATIONS OF CLUSTER COVENANTS AND CROSS EASEMENTS FOR CLUSTERS 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 29, 30 31, 32, 33, 34, 25, 36, 27, and 38 FOR TOWNHOMES OF ORIOLE II

WE HEREBY CERTIFY THAT the new section Article X Section M of each Cluster Document was adopted by the majority of unit owners present at a meeting on March 28, 2007 at which a quorum of members were present.

Cluster 1 - O.R Book 7116, page 319
Cluster 2 - O.R Book 6387, page 270
Cluster 3 - O.R Book 6647, page 479
Cluster 4 - O.R Book 6387, page 303
Cluster 5 - O.R Book 6422, page 1
Cluster 6 - O.R Book 6421, page 957
Cluster 7 - O.R Book 6415, page 924
Cluster 8 - O.R Book 6466, page 796
Cluster 9 - O.R Book 6578, page 260
Cluster 10 - O.R Book 6549, page 375
Cluster 11 - O.R Book 6484, page 700
Cluster 12 - O.R Book 6600, page 1
Cluster 13 - O.R Book 6611, page 178
Cluster 14 - O.R Book 6611, page 145
Cluster 15 - O.R Book 6826, page 916
Cluster 16 - O.R Book 6844, page 292
Cluster 17 - O.R Book 6893, page 802
Cluster 18 - O.R Book 7159, page 1
Cluster 19 - O.R Book 7010, page 899
Cluster 20 - O.R Book 6947, page 1
Cluster 21 - O.R. Book 7193, page 55
Cluster 22 - O.R Book 7193, page 88
Cluster 23 - O.R Book 7193, page 121
Cluster 24 - O.R Book 7367, page 93
Cluster 25 - O.R Book 7525, page 355
Cluster 26 - O.R Book 7621, page 669
Cluster 27 - O.R Book 7645, page 490
Cluster 28 - O.R Book 7865, page 125
Cluster 29 - O.R Book 7716, page 687
Cluster 30 - O.R Book 7762, page 864
Cluster 31 - O.R Book 7775, page 311
Cluster 32 - O.R Book 7802, page 190
Cluster 33 - O.R Book 7834, page 409

3

Cluster 34 - O.R Book 7756, page 331
Cluster 35 - O.R Book 7958, page 77
Cluster 36 - O.R Book 7929, page 521
Cluster 37 - O.R Book 7958, page 111
Cluster 38 - O.R Book 7929, page 487

IN WITNESS WHEREOF, we have affixed our hand this 3 day of April, 2007 at Margate, Broward County, Florida

TOWNHOMES OF ORIOLE ASSOCIATION, INC.
a Florida not-for-profit corporation

By: James Bowyer
, President

By: IRENE H. BANKS
Irene H. Banks **Secretary**

WITNESS

Sign: Brenda M McKlas

Print Name: BRENDA M McKLAS

Sign:

Print Name: PETER Long

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17 day of May, 2007, by James Bowyer, as President and Irene H. Banks, as Secretary of Townhomes of Oriole Association, Inc. a Florida not-for profit corporation.

Personally Known ___ OR
Produced Identification ✓
Driver License
Type of Identification

NOTARY PUBLIC-STATE OF FLORIDA

Sign Racquel Swann-Lewis

Print Racquel Swann-Lewis

RACQUEL SWANN-LEWIS
Notary Public - State of Florida
My Commission Expires May 31, 2009
Commission # DD 435881
Bonded By National Notary Assn.

New Section Article X (M) as follows:

Evictions Pursuant to the amendment recorded May 14, 2001 at O.R. Book 31587, page 1855, rentals are prohibited within Townhomes of Oriole. Any occupant residing in a Townhome in excess of the twenty-one (21) days without Association approval as discussed in Article III (B) (23) of the Declaration of Covenants, Restrictions and Easements shall be considered a renter/sub-tenants and shall be subject to the remedies as hereinafter provided. Unauthorized leases shall be voidable and the Association may invoke any remedies provided by

law, including but not limited to the initiation of immediate eviction proceedings to evict the unauthorized persons in possession including without limitation the right to institute an action for eviction against the tenant/tenants in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the owner which shall be secured by assessment and lien in the same manner as common expense charges.

WELCOME

TO

THE

TOWNHOMES

OF ORIOLE

Rules and Regulations updated 6/06

TABLE OF CONTENTS

Introduction ---- 1
Architectural ---- 2
Assessments ---- 4
Rules for Inside Individual Property Lines ---- 5
Common Courtesies ---- 7
Pets ---- 8
Unit Files ---- 9
Selling/Purchasing a Unit ---- 9
Loading, Unloading, Moving in or Out ---- 9
Trash Disposal ---- 10
Common Areas ---- 12
Swimming Pool Rules ---- 12
Clubhouse ---- 14
Vehicles and Parking ---- 18
Violations, Sanctions & Fines ---- 19
Resident Responsibilities ---- 30
Phone Numbers ---- 31

TOWNHOMES OF ORIOLE

Rules, Guidelines & Services

INTRODUCTION

The following rules, guidelines and description of Association services are provided for all of our mutual enjoyment of life at the Townhomes of Oriole. The rules are common sense "rules for living" that must be enforced in order to insure that each of us enjoys a pleasant and safe life here.

The rules are approved by, and amended from time to time by your Board of Directors to ensure that our by-laws are enforced, thereby providing everyone the same rights and amenities. The guidelines recommend some, but not all of the actions we can take in order to make life here more pleasant.

In the following pages, the word "resident" refers to Owners and anyone who legally resides here.

Common areas of Townhomes of Oriole such as, but not limited to, the basketball court, the pools, the playground, parking areas, etc., are for use of all residents, and used at each individual's own risk. The Townhomes of Oriole Association, Inc. assumes no liability for injury to any person, or damage to any property in association to common area usage, unless the Association is grossly negligent or intentionally inflicts harm against any person or persons property. Each resident is responsible for their own, as well as that of any of their guests' actions. Practicing what is presented in the following pages will ensure a safe and enjoyable life at Townhomes of Oriole.

As the needs of our community change, each resident should raise any new concerns that need o be addressed. Suggestions on rules and guidelines, as well as Association services should be forwarded in written form to the Board of Directors at: 1401 NW 80th Avenue, Margate, FL 33063.

The rules will be enforced, in accordance with the Association' Documents, after noticing homeowner of the infraction.

Townhomes of Oriole
Board of Directors

ARCHITECTURAL

The following rules have been made in order to establish uniformity and proper maintenance of the exterior portions of all individual townhomes in order to give our community a well-groomed quality appearance.

TREES:

Inside individual property lines:

1 No tree can be higher than the building.

2 No tree can touch the building.

3 If any tree(s) extend over the fence, it/they must be trimmed. No tree may hang over the walkway(s) / common areas.

4 Roots of trees can not break up sidewalk.

WINDOWS

Any window with broken or cracked glass and or screens must be replaced immediately, including all sliding doors and Florida room windows.

All windows **MUST** have proper window coverings.

PATIOS:

For units with screened patios, screening must be kept in good repair. If you desire to remove your screening, you must also remove all framework that supports same.

HURRICANE SHUTTERS:

The only types of shutters permitted are the removal panels with slide-in metal panels if installed prior to August, 2006 or if a new installation, the accordion type approved by The City of Margate Code Compliance Department. If you choose to use the "boarding up" method with plywood, you must properly install permanent anchors for them and have them painted the approved color for the exterior of the building. Failure to use the anchors will result in damage to the exterior of the building, which must be repaired within 48 hours of removing shutters. Failure to repair will result in the Association doing the repair for which you will be assessed at the highest amount legally allowed to us. All shutters must be removed within 24 hours of the storm warning being removed, and stored in a safe place within your property.

FRONT & BACK YARDS:

Storage:

The front yard may not be used for storage of any kind. No accumulation of debris, or anything that can cause a hazard to occur, shall be permitted on an individual townhomes' property.

Fences:

Each unit must maintain a fence in front of each unit. Each fence must:

1. Be four feet (4') high
2. Stockade Style (No spaces between slats)
3. Be painted the approved color (formula available at office)
4. Have a gate that latches securely shut
5. Be maintained in satisfactory condition (i.e. no missing, broken or rotted slats, no paint peeling)

Area In Outside Of Fence:

This area must be maintained as follows:

1. Hedges, foliage, and plants of any type may not exceed the height of the fence.
2. Must be kept free of weeds and excessive overgrowth.
3. Hedges, foliage, and plants must not infringe upon walkways in any way.
4. If this area not maintained (ie: Garbage, Papers, etc..) same will be corrected and charged to the unit owner.

Shutters, Trim and Front Door:

All shutters, trim and front doors must be:

1. Painted the approved color (formula available at office)
2. Securely attached to the building
3. In good repair and condition at all times
4. The Townhomes owners are responsible for the above mentioned maintenance.

BACK AREA:

Fences:

Each unit that maintains a fence in back of their unit, the fence must:

1 Be six feet (6') high
2 Stockade or Shadowbox styles.
3 Be painted the approved color (formula available at office)
4 Have a gate that latches securely shut
5 Be maintained in satisfactory condition (i.e. no missing, broken or rotted slats, paint peeling)

MAIL BOXES – MEETING NOTICES:

Mail boxes are the responsibility of the individual owner. The owner is responsible their own locks. If your lock / key breaks you will need to see the mailman about opening your mail box. If the Association has to open your mail box their will be a charge. Proper **ID MUST BE SHOWN** prior to opening any mailbox.

Townhomes of Oriole Board of Directors meetings and other official notices from the Board of Directors will be posted in all mail huts a minium of forty-eight hours prior to the meeting.. Please take the time to check for any announcements. No postings are permitted unless approved by the Board of Directors.

ASSESSMENTS

Maintenance and any Assessments fees are due on the first (1st) day of each month. Any payments not received by the midnight of the fifteenth (15th) day maintenance fees will be charged a late charge. All payments should be made payable to The Townhomes of Oriole and mailed in accordance to the instructions on the coupon.

1 Late charges in an amount not to exceed the maximum allowable by law will be added to your ledger. Twenty-five dollars ($25.00)

2 Failure to comply will result in all fees for the remainder of the calendar year becoming due and payable upon request.

3 Your ledger being turned over to our attorney for collection at the homeowners expense.

4 Notice of Lien - Lien proceedings will commence upon Notice of Lien.

5 Notice of Foreclosure on the property. Foreclosure of the property by Court Order

All of the above-mentioned remedies will be carried out within the shortest possible time frame allowed to us by law. All legal fees incurred for the procedures listed above will be added to the delinquent amount of the party concerned. Failure to pay these legal fees will result in the same actions being taken.

Rules for Individual Property's:

1 Neither residents nor their guests will discard cigarettes, garbage or litter of any sort onto the common areas.

2 No garments, rugs, or other objects shall be hung from windows or fencing on the property.

3 No articles such as planters, flower pots or boxes of any type may be placed on the outside of any window.

4 No structural painting or changes affecting the external appearance are permitted.

5 No household appliances or mechanical equipment may be placed and/or stored on the exterior of the units.

6 No resident shall cause, or permit anything to be hung, displayed or exposed on the exterior of a unit or common elements whether through or upon the windows, doors, or masonry of such unit.

7 No signs shall be permitted. Open House, Garage Sale signs can be placed on fences during the open house but must be removed immediately after the event.

8 Under no circumstances shall the unit residents install any exhaust fan, air conditioning apparatus, television or radio antennas, satellite dishes, or any other items from any common areas of the exterior of a building. Satellite dishes may be installed only to the roof of the patio, to a pole that does not exceed the height of the back fence or in the front yard concealed from sight.

8 No clotheslines, clothes racks or any other device may be used to hang any items on any window or anywhere on the common areas. Clotheslines are allowed as long as they are below the back fence line.

9 No improvements, additions, structures, or alterations to the exterior of any Townhomes unit is permitted. Requests for such must be made in writing and must be accompanied by copies of the appropriate plans, and approval of any and all of City Margate Building Departments or Broward County with jurisdiction over planned improvements. A copy of the Building Permit must be given to the Board of Directors to be included in Unit File.

10 No patios shall be enclosed or covered without completing the above. (Paragraph 11).

11 No resident shall install Hot tubs / Spas without first notifying and obtaining permission by the Board of Directors as only "normal" water usage is covered in maintenance fees. Residents requesting such installation will be responsible for paying a "special assessment" for water to fill the apparatus. Should water usage increase significantly after installation, Resident would be responsible for a continuing special assessment for water. This includes any resident that already has such an apparatus installed.

12 "Normal" water usage is included in normal maintenance fees. "Normal" constitutes such things as showering, dishwasher, clothes washer, etc. "Excessive" water usage is not covered in maintenance fees. "Excessive" constitutes washing vehicles, sprinklers, children playing with hoses, etc. Should any unit resident be found consuming water "excessively", they will be assessed a special assessment for water. If a particular cluster is found to be consuming excessive water, and a particular resident cannot be sited for the overage, the entire cluster will be assessed this fee.

13 No unit property or patios shall be used for storage of any type.

14 No commercial or business occupations may be conducted on, or in the residential property. No resident shall permit such practices to be conducted within their residence. This does not include such things as "Tupperware" or "Mary Kaye cosmetic" parties, nor any occupations such as may be conducted without "clientele" visiting the residence such as home typist, real estate, etc.

15 No resident shall use or permit to be brought into any unit, or stored on Townhomes property any inflammable oils or fluids such as kerosene, naphtha or benzene, or any other explosive or articles deemed hazardous to life, limb, or property.

16 Residents that own firearms must comply with all rules and regulations according to the laws of the United States, the state of Florida, Broward County, and the City of Margate.

17 No resident shall request or cause any employee of the Association to do any private work on their unit while on duty for the Association.

18 Any owner who plans to be absent from his / her unit during hurricane season, or for an extended length of time, must prepare unit prior to his / her departure by removing all furniture, potted plants and other movable objects from inside property line. Owner must also designate a responsible firm or individual to care for unit should the unit suffer damage of any sort. Such firm or individual shall be listed in the unit file as the emergency contact, and should also in turn contact the Association should the need arise for such care.

COMMON COURTESIES

1 No Resident shall permit any noise or odor that may be considered unreasonable, obnoxious or offensive to others to come from their property line.

2 No Resident shall carry out, or permit to be carried out, any immoral or illegal act, in their unit, or anywhere within the confines of the Townhomes of Oriole property.

3 No Resident shall conduct themselves, nor allow their guests to conduct themselves, in any manner that may be considered a nuisance to anyone else.

4 Noises that interfere with the rights, comfort, or quiet enjoyment of other Residents is not allowed at any time. Please take extra care to avoid making disturbing sounds between the hours of 11 p.m. and 7 a.m. **This is a City of Margate ordinance.**

5 Entertainment devices (i.e. radio, TV's, musical instruments, etc.) must be played at a volume that does not disturb your neighbors.

6 Keep pets that make an excessive amount of noise secured inside, or quiet the animal.

Please note, complaints brought before the Board of Directors will be responded to on a priority basis, however, if the Common Courtesies continue to be ignored, and all mediation fails, ***those Residents violating these rules will be fined $50 per occurrence.***

PETS

1 No more than two (2) pets per unit are allowed on the private areas, provided that such pets are not being maintained for commercial purposes, and are not an unreasonable nuisance or safety hazard to other Residents. Pets must be 30 pounds or less*.at maturity. NO animal listed as a vicious breed is allowed to reside anywhere on Townhomes of Oriole property.

2 All pets must be registered and current with rabies vaccination records, and a Veterinarian's Weight Certificate. Copies of same **MUST** in on record in the office of the Association.

3 Pets are not allowed anywhere on the common elements unless on a leash and under the immediate and direct control of their owner. Failure to abide by the leash law will result in any or all of the following remedies: A fine of not less than $50 per occurrence; Mandatory eviction of pet; Any other legal remedy available. Be advised that this is also a **City of Margate Ordinance**.

4 Pet owners are directly responsible for cleaning up after their pet(s). Failure to clean up after your pet will result in a fine of not less than $50 per occurrence. **City of Margate ordinance**.

Note: *Residents that have had pets over these limits prior to 11/1/99 are excepted from this rule (providing the animal is not of a "viscous breed", however, upon the death or removal of such pet, you may not it replace with an animal that does not meet these specifications.*

MAINTENANCE REQUESTS:

COMMON AREAS: Residents should report to the office items needing repair, such as burned out light bulbs and any other "Common Area" problems. All repairs will be completed during normal working hours.

INDIVIDUAL UNITS: As noted in the Association Documents residents are responsible for arranging all repairs in their unit.

UNIT FILES

Owner Files:

Each owner must maintain in his/her file all of the following documentation:

- A copy of the recorded Deed
- A completed registration card
- A photocopy of Driver's License for each adult resident
- A photocopy of current car registration for each car to be registered for a parking decal
- A screening packet*
- A Copy of Home owners Insurance (HO-3) and flood insurance.

* Note: Although owner screening is not a new rule, it has not been enforced until now, so therefore any owner closing prior to 11/1/99 is not required to be screened.

SELLING/PURCHASING A UNIT

When selling or purchasing a unit, it is the seller's responsibility (within 7 (seven) days) to notify the Association and to convey the HOA Documents, By-laws, Cluster Documents, Rules and Regulations and the Pool Key to the buyer. Copies of these can be ordered from the Association office for a reasonable fee.

It is also the seller's responsibility to notify real estate professionals and perspective buyers of our screening/application process. Prospective purchasers must come into the Association office to complete an application, pay the necessary application / administrative fee by money order or cashier's check, and make an appointment with the screening committee. Estoppel letters will be completed by the Association's accounting firm at a reasonable fee.

LOADING, UNLOADING, MOVING IN OR OUT

1 Loading or unloading of personal belongings can only be done during the hours of 8 am – 9 pm. Should anyone load or unload during any other hours, it will constitute disturbing the peace, which could result in either in a sworn complaint to local law enforcement, or a fine, or both.

2 Loading and unloading may only be done from the parking area only. Vehicles of any kind are prohibited on any other common areas. You must use sidewalks only.

3 You will be liable for any and all damage that may occur to any common areas.

4 Moving vans, trucks, etc. **may not be parked overnight** in the resident parking areas. If it is necessary to leave the truck overnight you may park in the clubhouse parking lot prior to the night it will be left. Failure to comply will result in the truck being towed without notice.

5 All excess containers and packing materials are to be put out on the regular trash pick-up days in an orderly fashion.

TRASH DISPOSAL

1 Regular trash must be placed in a covered container. **NO PLASTIC BAGS** will allowed due to animals and other critters getting into the bags, tearing them open and making a mess with the trash. Failure to clean up your garbage will result in a fine.

2 To leave trash for pickup, bring container out to the end of your vehicle along line. After trash has been picked up it is the responsibility of the owner to bring in the container. If left out longer than that day's pick up, it will be removed and you will have to get another container.

3 Trash may not be left for pick-up earlier than 6:00 pm the day before your normal pick-up day. Pick up days are Wednesdays and Saturdays. Saturday is also recycling.

4 Only normal trash (i.e. what will fit in a garbage container) can be placed for pick-up on normal pick-up days. Waste normally associated with "Bulk Pick-Up" (i.e. furniture, appliances, etc.) will not be picked up, so therefore must **NOT** be placed out for collection during regular pick-up. Bulk pick-up is done quarterly only. If bulk items are left out at any other time, you will be fined, as well as assessed for the removal of these items at the maximum rate allowed by law. If "Bulk Trash" is left outside during any other time, your cluster as well as the cluster near the "Bulk Trash" will assessed as well. ***Charges for this is One Hundred Seventy-Five Dollars ($175.00)***

5. Hazardous waste **cannot** be included with Bulk or regular trash pick-up. You may drop off all hazardous material at 2780 N. Powerline Road on Saturdays only.

Note: *Bulk pick-up may be arranged by individual residents by contacting the refuse company directly. Charges for this service are the sole responsibility of the resident.*

COMMON AREAS

Rules for all common areas:

1 Residents and their guests are prohibited from discarding cigarettes, garbage, or any type of debris on any of the common grounds.

2 Use sidewalks when walking on common property. It is not permitted to walk on the grass.

3 Powered vehicles of any kind are prohibited on sidewalks and all other common ground.

4 No bicycles, scooters, skateboards, wagons, ride-on toys, toys of any kind, chairs, furniture, etc. may be left out on roadways, sidewalks, or elsewhere on the common elements.

5 Children are only allowed to play in grassy common areas, the playground, the pool area and the basketball court. Children are not allowed to play in parking areas at any time. If a child is found to be playing in the parking areas, the parent / guardian of said child will be fined $50 per occurrence.

6 Law enforcement officers have all rights to question anyone in any common area. If asked you must provide any law enforcement officer with ID showing you to be a resident. Failure to provide such ID could result in arrest for trespass.

7 The consumption of alcoholic or illegal substance is strictly prohibited on any and all common elements. Townhomes of Oriole has signed a waiver with the local law enforcement stating this rule, and **anyone caught violating this rule will be subject to immediate arrest.**

Basketball Court:

1 The basketball court may be used by residents and their guests during daylight hours only. It is available on a first-come, first-served basis. If there are other residents waiting to use the court, there will be a time limit of usage of two-hour increments so that all residents have the chance to use this amenity.

2 Anyone using the court must wear sneakers or soft-soled shoes.

3 Parking for the basketball court is located in front of the clubhouse only. Anyone parking anywhere else while using the court will be subject to immediate towing without notice, as well as be liable for any damages resulting from illegal parking.

4 Children are only allowed to play in grassy common areas, the playground, the pool area and the basketball court. Children are not allowed to play in parking areas at any time. If a child is found to be playing in the parking areas, the parent / guardian of said child will be fined $50 per occurrence.

5 Law enforcement officers have all rights to question anyone in or on any common area. If asked you must provide any law enforcement officer with ID showing you to be a resident. Failure to provide such ID could result in arrest for trespass.

6 The consumption of alcoholic or illegal substance is strictly prohibited on any and all common elements. Townhomes of Oriole has signed a waiver with the local law enforcement stating this rule, and **anyone caught violating this rule will be subject to immediate arrest.**

Swimming Pools:

1 The pools may be used by residents and their guests during daylight hours only. Only one pool will be open during the winter months.

2 Entrance into the pool areas is accessible by key only. Additional keys may be purchased ($50.00) to replace a lost key. (Note: If you are purchasing a unit, you must obtain the key from seller.

3 No one under the age of 16 years is allowed at the pool without being accompanied by an adult over the age of 18. **ID is required**. If you are unable to provide proof of age requirement, you will be asked to leave. Failure to leave due to this will be considered a violation of this rule, and parent/guardian of said child will be subjected to a fine.

4 By use of the pools, you are agreeing to abide by these rules, as well as the posted rules. Any person must leave the pool area if requested to do so by a member of the Board of Directors, or any law enforcement officer.

5 No persons wearing diapers/disposable protection may not use the pool.

6 All residents using our pools must consider the rights of other bathers. Foul and vulgar language and acts are considered offensive and will not be tolerated, nor will any other offensive acts. Failure to abide by this rule will result in forfeiture of your household's pool key, and termination of household's rights to use amenities.

7 Law enforcement officers have all rights to question anyone in any common area. If asked you must provide any law enforcement officer with ID showing you to be a resident. Failure to provide such ID could result in arrest for trespass.

8 The consumption of alcoholic or illegal substance is strictly prohibited on any and all common elements. Townhomes of Oriole has signed a waiver with the local law enforcement stating this rule, and **anyone caught violating this rule will be subject to <u>immediate arrest</u>.**

9 You must shower prior to entering the pool.

10 You may bring refreshments in unbreakable containers. No glass containers or bottles are allowed. If you bring refreshments, you must place all rubbish in appropriate trash receptacles.

11 Extinguish cigarettes completely before putting in trash. You must use an ashtray or disposable container.

12 You may use inflatable pool toys only if such use will not disturb other bathers.

13 Use of life-rings or other safety/life-saving devices is strictly prohibited.

14 You may use a portable radio providing you either use headphones, or play it at a level that will not disturb other bathers.

15 Persons with a communicable disease, skin disease, nasal or ear discharge or inflamed eyes may not use our pools.

16 The following is not allowed: running, pushing, wrestling, ball playing, diving, pets, bikes, skateboards, wheeled toys.

Clubhouse:

RELEASE & INDEMNIFICATION AGREEMENT FOR USE OF CLUBHOUSE

THIS RELEASE & INDEMNIFICATION AGREEMENT (Agreement) is made this_____day of _____, by and between ***The Townhomes of Oriole Association, Inc.*** (hereinafter "ASSOCIATION") and _____(hereinafter "OWNER").

WITNESSETH:

WHEREAS, the Clubhouse for the ASSOCIATION is maintained and operated by ASSOCIATION on behalf of all unit owners within the community; and

WHEREAS, for the purposes of this agreement the term "OWNER" shall apply to the party intending to reserve the Clubhouse whether said person (s) is the owner or a guest of a unit within ASSOCIATION.

WHEREAS, OWNER desires to reserve the Clubhouse for a private party for his/her own

WHEREAS, the parties desire to limit the potential liabilities of ASSOCIATION which may arise out of OWNER'S temporary use of the Clubhouse.

NOW THEREFORE;

In consideration of and in return for permission granted by ASSOCIATION to use the Clubh... a private party, OWNER hereby covenants to indemnify and hold harmless ASSOCIATION ... and against any and all liability that ASSOCIATION and / or OWNER may sustain as a result of claims, demands, costs, or judgments of any kind arising from, or as a direct consequence of, OWNER'S use of said Clubhouse. Such release and indemnification shall apply to claims, demands, costs or judgments arising from OWNERS use of the Clubhouse as well as any other party utilizing said Clubhouse under the supervision of, or pursuant to permission granted by, or as an invitee of, OWNER. OWNER shall obtain and assumes all responsibility regarding necessary insurance related to the use of the facilities and shall not assert any claim of coverage under any insurance policy of the ASSOCIATION related to OWNER'S use of said Clubhouse.

Should it become necessary for purposes of resisting, adjusting or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this Agreement, or if for purposes of enforcing this Agreement, ASSOCIATION incurs any expenses, or become obligated to pay any insurance deductibles, attorney's fees (at both the trial and appellate levels) or court costs, OWNER agrees to reimburse ASSOCIATION for such expenses.

It is expressly intended by the parties that OWNER shall indemnify ASSOCIATION against any

liability arising from any act or negligence or failure to act of OWNER, its agents, contractors, or invitee's.

It is expressly intended by the parties that OWNER shall return the Clubhouse in the exact condition in which it was provided to OWNER. OWNER understands that any clean up associated with the scheduled event must be done by OWNER, including the removal of any and all decorations put up by OWNER. OWNER acknowledges that any clean up charges incurred by ASSOCIATION shall be charged to OWNER in the amount of $50.00 per hour. Any damage to the Clubhouse arising from OWNER'S operation of same shall he promptly repaired
maybe foreclosed in the manner of a mortgage foreclosure. The lien and foreclosure procedure shall be in accordance with the Declaration of Covenants, Restrictions and Easements and Florida Statutes.

OWNER may not, during the period of reservation contemplated herein, deny access to any other member of ASSOCIATION.

OWNER expressly agrees to abide by and conform to all rules and regulations of ASSOCIATION as contained in the governing documents for ASSOCIATION as well as any. rules and regulations which may be attached hereto.

OWNER expressly agrees to comply with all laws of the United States, the State of Florida, all ordinances of Broward County, and will pay any taxes, or fees due to any authority arising out of OWNER'S use of the facilities.

ASSOCIATION, or its representatives, reserves the right to enter the premises during the period of rental to eject any person or persons behaving in a disorderly manner or contrary to the rules and regulations of the association, and or to prevent any damage or destruction of the premises. Nothing contained herein shall be interpreted as obligating ASSOCIATION to take any action whatsoever with respect to the preceding sentence.

It is expressly agreed that this agreement does not contemplate the use of any other facility other than the Clubhouse and that the number of persons admitted to said premises by OWNER shall not be in excess of the amount permitted by ASSOCIATION and in no event exceed the Fire Marshal's Guidelines for the building. Additionally, OWNER understands and agrees that he/she as well as its guests and invitee's shall not be permitted to use the Pool Area simultaneously without execution of a separate agreement for the use of same.

OWNER agrees to pay a non- refundable rental fee in the amount of _____
($ 100.00) DOLLARS to be paid simultaneously with the execution of this Agreement.

RESIDENT agrees to cooperate, assist in the preparation and sign off on the Checklist For Use of Clubhouse form to be completed immediately preceding the event and immediately following same.

OWNER shall be permitted to utilize the Clubhouse for a period of_____ hour(s) on the day of_____, _____. The Clubhouse is being reserved for the purpose of_____ and OWNER agrees to be present at all times during the event.

OWNER shall provide a refundable deposit in the form of a cashiers check or money order in the amount of $ 100.00 as a damage deposit to be returned to RESIDENT in the event it is determined by ASSOCIATION that no damage has been inflicted upon Clubhouse. This deposit shall also cover any repair, replacement of any appliances, including but not limited to, the TV, Cable, (if applicable) and A/C, that may be damaged as a result of my rental of the Clubhouse. In the event the Clubhouse has been damaged or is in need of cleaning, ASSOCIATION is expressly authorized to apply a portion or all of the above damage deposit towards reimbursement for such damage or cleaning. It is expressly agreed that nothing contained in this paragraph shall be construed as limiting OWNER'S liability in anyway. Refund of any unused deposit or requirement of additional deposits shall be at the discretion of ASSOCIATION.

OWNER understands and acknowledges that absolutely NO LIQUOR, ALCOHOLIC BEVERAGES OF ANY KIND, OR DRUGS, shall be brought into the Clubhouse, or anywhere around the Clubhouse premises. OWNER understands and acknowledges that ASSOCIATION has a signed Agreement with Margate Police Department that consumption of any of the above on common areas shall result in an arrest. No guests of the event shall be allowed to bring any of the above-mentioned substances, and further agree that should any of OWNERS' guests be inebriated in any way, OWNER agrees to have guest leave. OWNER also understands the danger presented by the location and close proximity of the pools to the Clubhouse.

OWNER understands that the water cooler, (if applicable) contents of the refrigerator and cabinets are the property of ASSOCIATION, and are not for private party use. Usage of these items shall result in an additional charge to OWNER.

OWNER understands that there is not a phone available in the Clubhouse after hours, and that should an emergency occur, OWNER understands that the use of the nearest phone to contact the appropriate agency will OWNERS' responsibility. OWNER additionally agrees to report any and all emergencies to the Margate Police Department as well as to report the incident to the ASSOCIATION office during the next regular business day.

MISCELLANEOUS

_____ Number of people expected to attend. (not to exceed without board approval)

_____ Music, if any, will involve band / disc jockey /radio / stereo. (circle one).

_____ All assessments for unit are current.

_____ RESIDENT is an owner.

_____ Resident will not use/nor permit others attending party to use pool and utilize bathrooms via clubhouse entrance due to wet floors being an insurance hazard.

IN WITNESS WHEREOF, the parties have set their respective hands and seals this _____ day of _____, 200__.

OWNER

_____
Signature

_____
Printed Name

_____
Unit Number

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

_____
Signature

_____
Printed Name

_____
Title

Vehicles and Parking:

1 Parking is permitted in designated areas only. Any vehicle not parked in a designated space creating an obstruction, or interfering in any way with the entering and exiting of any other vehicles will be towed without notice upon a complaint or request from any party directly or indirectly effected.

2 Parking permits are required. In order to obtain a parking your unit file must be up to date. (This will be explained at a later time.)

3 Although each unit has only one assigned space, each unit is entitled to a maximum of 2 permits and one guest pass. .

4 Any car parked here over 24 hours must be registered with the office. Temporary guest permits are available for your guests that will be staying overnight or longer. Guests are considered to be anyone staying with you for a period under 30 days. Vehicles parked over 24 hours without permit will be subject to towing without notice.

5 Guest spaces are on a first-come, first-served basis only.

6 Vehicles parked in someone else's assigned spot, on the grass, on the swale, or on any common areas will be towed without notice.

7 No parking of any vehicle is allowed at any time in an area identified with a yellow curb.

8 Parking must be "nose-in" only. Keeping a vehicle parked in a "backed-in" position is a direct violation.

9 Inoperable vehicles are not permitted to be stored on Townhomes of Oriole property. Some examples of inoperable vehicles include, but are not limited to: any vehicle without a current tag/registration (if you have a lost tag sign placed, you must show a police report proving that it has been responsibly reported.); vehicles that cannot be moved due to flat tires, engine, exterior, interior damage, etc. Any such inoperable vehicle will be towed without notice.

10 Motorcycles are permitted, but must be parked in a designated parking space. Motorcycles parked on common areas will be towed without notice.

11 No trucks over ¾ ton, boats, trailers of any kind, moving vans, RV's, or any vehicle that exceeds the dimensions of the parking space assigned to resident shall park on Townhomes of Oriole property overnight. Temporary parking of such vehicles can be arranged at the clubhouse parking area with permission of the Board of Directors.

VIOLATIONS, SANCTIONS & FINES

Enforcement of violations will be administered by the Board of Directors or appropriate committee, as required by state law. Disciplinary action(s) imposed by the Board of Directors or such committee may include, but is not limited to, the following:

Assessing fines against the residents for charges not to exceed the maximum allowable by state law. Such fines may be per occurrence or per diem.

Assessing those expenses as described in the By-laws against the resident.

Issuing a cease and desist order.

Eviction proceedings.

Sanctions against entire household for use of amenities.

VIOLATIONS AND INTERPRETATIVE RULINGS

Informal Procedures:

Any Owner, officer of the Association or the Managing Agent has the authority to request that an Owner cease or correct any act or omission which appears to be in violation of the aforementioned documents. Such informal requests should be made before the formal process is initiated.

The Managing Agent may suspend the right of an Owner to use any facility for a maximum period of seventy—two (72) hours if such Owner's use of the facility is in violation of the rules and may endanger life, limb or property or equity of the Association, and a verbal request to cease or correct the violation has not been heeded.

The Managing Agent may suspend the right of an Owner to use any facility for a maximum period of seventy—two (72) hours if such Owner's use of the facility is in violation of the rules and may endanger life, limb or property or equity of the Association, and a verbal request to cease or correct the violation has not been heeded.

The Board of Directors. of Managing Agent may make initial attempts to secure compliance through correspondence to the Owner. This correspondence will state the time, date, place and nature of the violation and set forth the time period in which the violation must be corrected. Copies of such correspondence shall be maintained in the Association files, and a copy may be sent to counsel for the Association.

In the case of disputes between residents regarding activities within the Units or the appurtenant Limited Common Elements, the Association will generally not become involved in the dispute or act on a complaint, unless two or more parties have complained in writing.

Formal Procedures:

WRITTEN COMPLAINT. If the informal procedures prove unsuccessful, the formal procedures shall be initiated upon the filing of a written complaint by any Owner, officer or directors of the Association or Managing Agent (hereinafter referred to as a "complaint") with the Covenants Committee (hereinafter referred to as the Committee). The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Owner (hereinafter referred to as "respondent") is charged, to the end that the respondent will be able to prepare his defense. The complaint shall specify the specific provisions of the Condominium Act, the Condominium Instruments, or Rules and Regulations the respondent is alleged to have violated and shall contain supporting facts. The complaint must be as specific as possible as to times, dates, places, acts or omissions and person involved. If the problem involves a pet, the complainant should identify the pet, if possible.

PRELIMINARY INVESTIGATION. Upon receipt and consideration of the written complaint, the Committee may ask the Managing Agent or a member of the Committee to make a preliminary investigation as to the validity of the complaint and promptly report the finding to the Committee. If the violation has been corrected or the complaint is invalid for any reason, the Committee shall determine the appropriate disposition of the matter and respond in writing to the complainant. If preliminary investigation indicates the need for further action, then the Committee shall establish a hearing date. The Committee shall serve the respondent with (1) Complaint, (2) Notice of Hearing, (3) Notice of Dense, and (4) Cease and Desist Request when appropriate.

VIOLATIONS AND INTERPRETATIVE RULINGS - (continued)

NOTICE OF HEARING. The Covenants Committee shall serve a Notice of Hearing on all parties at least fourteen (14) days prior to the hearing by either of the following means: (1) personal service or (2) registered or certified mail, return receipt requested, and addressed to the parties at the address appearing on the books of the Association. Service by mailing shall be deemed effective two (2) days after such mailing in a regular depository of the United States mail. The Notice of Hearing sent to the parties shall be substantially in the following form but may include other information:

"You are hereby notified that a hearing will be held before the Committee at _____ on the _____ day of _____, 200_ at the hour of _____, upon the charges made in the complaint served upon _____. You may be present at the hearing, may, but need not be represented by counsel, may present any relevant evidence, and you will be given full opportunity to examine and cross-examine all witnesses. You are entitled to request the attendance of witnesses and the production of books, documents, or other items by applying to the Board of Directors of the Association."

If any parties can promptly show good cause as to why they cannot attend the hearing on the scheduled date and indicate times and dates on which they would be available, the Committee may reschedule the hearing and promptly deliver notice of the new hearing date.

SERVICE OF COMPLAINT. The Committee shall serve a copy of the complaint on the respondent along with the Notice of Hearing.

NOTICE OF DEFENSE. Service of the Notice of Hearing and complaint shall be accompanied by a Notice of Defense.

The Notice of Defense shall state that the respondent may:

a Attend a hearing before the Committee as hereinafter provided.

b Object to the complaint on the grounds that it does not state the acts or omissions upon which the Committee may proceed.

c Object to the form of the complaint on the grounds that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare proper defense; or

d Admit to the complaint in whole or in part. In such event, the Committee shall meet to determine appropriate action or penalty, if any.

Any objections to the form or substance of the complaint shall be considered by the Committee within ten (10) days of their receipt. The committee shall makes its determination and notify all parties within

said ten-day (10) period. If the complaint is found insufficient, the complaining party shall haven sent seven (7) days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. It if is determined by the Committee that the complaint is still insufficient, then the matter shall be dismissed by the Committee.

CEASE AND DESIST REQUEST. The Committee may, at its own discretion, issue a cease and desist request along with the complaint, Notice of Hearing, and Notice of Defense.

AMENDED OR SUPPLEMENTAL COMPLAINTS. At any time prior to the hearing date, the Committee may files or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner provided herein. If the amended supplemental complaint presents new charges, the Committee shall afford the respondent a reasonable opportunity to prepare proper defense thereto.

DISCOVERY. Upon written request to the other party, made prior to the hearing and within fifteen (15) days after service of the complaint by the Committee or ten (10) days after service of any amended or supplemented complaint, either party is entitled to:

(1) to obtain the names and addresses of witnesses to the extent known to the other party and (2) inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product.

Any party claiming his request for discovery that has not been complied with shall submit a petition to request discover to the Board. The Board shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

STATEMENTS. Sworn statements may be introduced into evidence by a party if a copy of the statement is given to the opposing party at least ten (10) days prior to the introduction of the statement. The sworn statement, if introduced in evidence, shall be given the same effect as if the author had testified orally unless the opposing party, within seven (7) days after receipt of the statement, gives to the party seeking to introduce the statement a request to cross-examine the statement's author. If an opportunity to cross-examine the statement's author is not afforded after request is made as herein provided, the statement may be introduced in evidence, but shall be given only the same effect as hearsay evidence.

CONSTRAINTS ON THE COMMITTEE. It shall be incumbent upon each member of the committee to make a determination as to whether that member is able to function in a disinterested and objective

manner in consideration of the case before it. Any member incapable of objective consideration of the case shall disclose the same to the Committee and shall not participate in the proceedings. Any member of the Committee has the right to challenge any other member he believes in unable to function in a disinterested and objective manner.

Prior to the hearing, the complainant and the respondent may challenge any member of the Committee for cause. In the event of such a challenge, the Board of Directors shall meet within fifteen (15) days to determine the sufficiency of the challenge. If the Board sustains the challenge, the Board will appoint another person to replace the challenged member of the Committee. All decisions of the Board in this regard are final.

HEARING.

1 The Committee shall select a person to serve as hearing officer and preside over the hearing. Such hearing officer need not be an Owner or a member of the Committee. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. The Committee may determine the manner in which the hearing will be conducted, so long as the rights set forth in these procedures are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make the admission of such evidence improper, Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding.

2 Neither the complainant nor the respondent must be in attendance at the hearing. At the request of either the complainant or the respondent, the Committee may agree to conduct the hearing in private session.

3 Each party shall have the right to do the following, but may waive any or all of these rights:

- A Make and opening statement;
- B Introduce evidence, testimony and witnesses;
- C Cross-examine opposing witnesses;
- D Rebut evidence and testimony;
- E Make a closing statement.

The complainant and/or the respondent may be called and questioned regardless of whether they testify in their own behalf.

4 Whenever the Committee has commenced to hearing the matter and a member of the

Committee withdraws prior to a final determination, the remaining members shall continue to hear the case and the Committee Chairperson shall name a replacement for the withdrawing member. Oral evidence shall be taken only on oath or affirmation administered by the hearing officer.

DECISIONS. To be effective a decision of the Committee shall be by a majority vote. The decision shall normally be issued within forty-five (45) days of the conclusion of the hearing. The decision shall be written and accompanied by both the majority and minority opinions, if any. Copies of the decision shall be distributed to the parties.

PETS. Residents whose pets have materially or continuously violated the provisions of the Association instruments or Rules

INTERPRETATIVE RULINGS

Purpose of Rulings. Rulings of the Committee may serve to: (1) verify the intent of provisions of the Condominium Instruments, Rules and Regulations or Book of Resolutions, (2) decide on the consistency of any such provisions with the other provisions of the Association documents, Rules and Regulations or the Book of Resolutions or (3) decide whether or not a rule, regulation or resolution was duly adopted. The purpose is not to amend, expand or limit the provisions of those documents, although the Committee may propose such amendments, expansions or limits in the statement accompanying a ruling.

Petitions.

1 Any owner, officer or director of the Association or the Managing Agent may petition the Committee for an interpretative ruling by filing a petition directed to the Committee at the Association office.

2 The petition must be legibly written in substantially the following form:

The party or parties below request the Committee to issue an interpretative ruling on the following provisions of the governing documents and regulations of the Association:

The issue in question is:

Response should be sent to:

Decisions The Committee shall have forty-five (45) days from receipt of such petition to issue an interpretative ruling. This time period may be extended by the Committee at its discretion. Copies of the ruling shall be distributed to the parties and shall be included as a supplement to the rules. A summary of the ruling will be placed in the Association newsletter. All rulings shall state the authority for such ruling and the basis of the decision.

APPEALS

Rights of the Owners. Final decisions of the Committee may be appealed by any party. The Board may make a preliminary review of the circumstances and materials relative to the case and make a determination as to whether it will hear the appeal. The Board may, on the basis of the preliminary review, elect not to hear the appeal, in which case the board will so inform the appealing party in writing and the Committee decision stands.

Appeals Petitions. Appeals petitions must be legibly written and be submitted to the Board in substantially the following form:

(I) (We),_____

hereby petition the Board of Directors to hear an appeal of the decision of the Committee (Application) (Case) No. _____. (I) (We) further understand that within the Association, the decision of the Board of Directors on this issue is final.

Notice of Hearing. The above Notice of Hearing procedures will be followed except that it is served by the Board.

Procedures. All of the above rights and procedures shall apply to appeals with the substitution of the word "Board" wherever the word "Committee" appears.

Effect of Decision. The Board may uphold the Committee's decision in its entirety, modify or reverse such decision.

Further Action. An Owner must exhaust all available remedies of the Association prescribed by this resolution before resorting to a court of law for relief with respect to an alleged violation by another Owner of any provision of the condominium instruments or Book of Resolutions. The foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board.

SANCTIONS

Disciplinary action imposed by the Committee may include, but is not limited to, the following:

1. Assessing fines against the resporident for charges not to exceed $50.00 for a single offense or $10.00 per diem for a continuing offense.

2. Assessing the expenses described in the By-Laws against the respondent;

3. Issuing a cease and desist order;

4. Suspending or conditioning the respondent's right to use the recreational facilities. For any non-continuing infraction, such suspension shall be for a period of not more than ninety (90) days. For a continuing infraction (including non—payment of any assessment after the same becomes delinquent), suspension may be imposed for so long as the violation continues.

CONSTRUCTION

These procedures are intended to assure that due process is provided to Owners in these proceedings before the Committee and the Board to enforce the Association Instruments, Rules Regulations and Book of Resolutions and to serve as a guideline for such proceedings.

The Committee or the Board, as appropriate, may determine the specific manner in which these procedures are to be implemented, provided that due process is protected.

Any Inadvertent omission or failure to conduct proceedings in exact conformity with these procedures shall not invalidate the results of such proceedings, so long as a prudent and reasonable attempt has been made to assure due process according to the general steps set forth in this resolution.

"Due process," as used in this resolutions, refers to the following basic rights:

1. The charges shall be provided to the Owner.

2. A hearing shall be held at which witnesses may appear and be cross-examined and at which evidence may be introduced.

3. An opportunity to appeal shall be available.

4. Basic principles of fairness shall be applied.

RULES AND REGULATIONS FOR INSPECTION OF ASSOCIATION RECORDS

Document Inspection.

A **Official Records.** The following documents and records shall constitute the official records of the Association, which documents and records shall be available for inspection and / or copying as provided for herein:

1 Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.

2 A copy of the bylaws of the association and of each amendment to the bylaws.

3 A copy of the articles of incorporation of the association and of each amendment thereto.

4 A copy of the declaration of covenants and a copy of each amendment thereto.

5. A copy of the current rules of the homeowners' association.

6 The minutes of all meetings of the board of directors and of the members for the previous seven (7) years.

7 A current roster of all members and their mailing addresses and parcel identifications.

8 All of the association's insurance policies or a copy thereof for the previous seven (7) years.

9 A current copy of all contracts to which the association is a party, including, without limitation, any management agreement, lease, or other contract under which the association has any obligation or responsibility, as well as bids received by the Association for work to be performed within the previous one (1) year period.

10 The financial and accounting records of the association, kept according to good accounting practices, for the previous seven (7) years, including:

a Accurate, itemized, and detailed records of all receipts and expenditures.

b A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and

c All tax returns, financial statements, and financial reports of the association.

d Any other records that identify, measure, record, or communicate financial information.

B. Right to Inspect or Copy.

1 Every member shall have the right to inspect or copy the association's official records in compliance with the procedures stated herein. A member may authorize, in writing, an attorney or other designated representative to conduct the inspection or request copies on the member's behalf. For purposes of this rule only, the term "member"shall be deemed to include an authorized representative of a member.

2 Inspection or copying shall be limited to those records specifically requested in advance, in writing. A member who wants to inspect or copy the association's records shall submit a written request to the association's secretary or manager. The request must specify the particular record(s) desired, including pertinent dates or time periods, and shall state whether the request is for inspection or copying. The request must be sufficiently detailed to allow the association to retrieve the record(s) requested. No member may submit more than one request for inspection and / or copying in a thirty (30) day period. However, a member may request to inspect or copy more than one (1) document in a single request.

C Inspection Rules.

1 No member may request an inspection of more than twenty (20) records at any one time, nor shall the association be required to produce more than 200 pages of records at any one time. If the member's request exceeds either of these limitations, the association shall provide records for inspection in the order requested by the member up to the limiting factor. The member shall then make written request(s) for additional sessions until the member has inspected all the records originally requested. Requests for additional sessions are subject to all the same rules and restrictions as any other inspection request.

2 All inspections shall take place at the association's office or at such other location as the association designates. No member shall remove original records from the location where the inspection is taking place.

3 Only one (1) member shall be permitted to inspect documents at any one time, and no other member or person shall be permitted to accompany a member inspecting documents. Members inspecting documents shall not be permitted to bring bags, carrying cases, or any other materials into the location of the inspection, but shall be provided with paper and writing materials by the Association office representative.

4 Members shall not alter the records in any way.

5 The association shall make records available for inspection on or before the tenth (10th) business day after the association actually receives the written inspection request. This time frame may be extended upon the member's written request or if the records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable. The association shall notify the member in writing or otherwise that the records are available, and specify the time, date, and place for the inspection.

6 Inspections shall be by appointment only, during the normal business hours of the association's office, and may be supervised by a representative of the Association. Inspections shall be no longer than two (2) hours in duration at any one time.

D Copying Rules.

1 If a member wants a copy of any record, the member shall designate in writing the record desired. Any written request shall designate the specific record or portion thereof.

2 During an inspection, the member may designate such record by use of a tab, clip, or "post-it" note placed upon the page(s) desired.

3 Copies requested shall be available within seventy-two (72) hours of the Association receiving payment of copying costs in the amount of $_____ per page copied, unless the voluminous nature or condition of the records make this time frame impractical. In such cases, the copies will be made available as soon as is practical.. Provided that the Association has provided the member with reasonable access to the official records within the time frame provided herein, the Association shall not be deemed to have acted unreasonably in providing requested copies at a time later than ten (10) days after receipt of the initial request to copy or inspect official records. In its discretion, the Association may make copies available at the time payment for copies is tendered.

E Manner of Inspection or Copying.

1 Members shall not exercise their inspection or copying rights in order to harass any other member or resident, association agent, officer, director, or employee.

2 All people inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the association office or such other location where the inspection or copying is taking place. The association office, or place of inspection or copying, shall assign one staff person to assist in the inspection. All requests for further assistance and copying during an inspection shall be directed only to that staff person.

3 The Association shall maintain a log detailing:

a The date the written request was received;
b The name of the requesting party;
c A list of the requested records;
d The date the association notified the member that the records were available;
e The date the records were made available;
f The date of actual inspection or copying; and
g The signature of the member acknowledging receipt of, or access to, the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to inspection or receipt of copies.

RESIDENT RESPONSIBILITIES

1 In an emergency situation, each Resident is responsible for contacting 911 should an emergency arise and you are witness to it. Please stay on with the 911 operator until help arrives as you may be given directions, which could mean the difference between life and death.

2 In a non-emergency situation, should a resident notice illegal acts taking place on the Townhomes property, such resident is responsible for calling the non-emergency police line to report such incident(s). Please be aware, these calls are strictly confidential. No one will ever be advised that you made the complaint, and such complaints can be done anonymously.

3 Any resident noticing damage to any Townhomes property should report such damage to the

Margate Police Department as soon as possible.

4 Any emergency maintenance problems occurring outside of normal business hours should be reported using the numbers below.

PHONE NUMBERS

Association Phone	954-978-2276
Comcast Cable	954-252-1937
FP&L (Electric)	954-797-5000
BellSouth (Phone)	954-203-2355
Police Non-Emergency	954-972-7111
City of Margate (Water)	954-972-0828

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TOWNHOMES OF ORIOLE ASSOCIATION, INC.
RESOLUTION AUTHORIZING ELECTRONIC VOTING AND NOTICING
FOR ASSOCIATION
MEETINGS & ELECTIONS

WHEREAS, Section 720.317 of the Homeowners Association Act, provides that an association may conduct elections and other unit owner votes through an Internet-based online voting system if a unit owner consents, in writing, to online voting and if various requirements are met; and

WHEREAS, the Board of Directors has determined it to be in the best interest of the Association to enable the use of electronic voting in connection with membership votes on Association matters and to create the requisite authority required by the above-referenced Statute; and

NOW THEREFORE, it is resolved as follows:

The Association will, subject to paragraph 2 below, permit Unit Owners to utilize electronic voting in conformance with the above-referenced Statute, as the same now exists and as the same may be amended from time to time, as well as any applicable administrative rules of the Florida Department of Business and Professional Regulation, as the same now exists and as the same may be amended from time to time.

The Board may determine that utilizing electronic voting is not in the best interests of the Association as to any particular meeting or election. Accordingly, there shall be no obligation for the Association to utilize electronic voting at any particular meeting or election.

Notice to the Unit Owners of the opportunity to vote through an online voting system shall be provided as required by law.

The Association hereby adopts the following forms which are incorporated into this Resolution by reference:

Attached as **Exhibit "A"** is the "Consent to Electronic Voting and/or Consent to Receive Electronic Notice" which may be affirmed by the Unit Owner or designated voting member, in order for a Unit Owner to be entitled to vote by electronic means and/or accept notices by electronic means,

Attached as **Exhibit "B"** is the Voting Certificate which must be on file if a unit is owned by more then one person or a corporation. The designated voting member will in turn have the right to fill out and sign the Consent form referenced in Exhibit A above;

Attached is **Exhibit "C"** is the "revocation of Consent to Electronic Voting and/or Electronic Notice," which Unit Owners may sign and file with the Association, or which may be affirmed by the Unit Owner, to revoke their consent to electronic voting and/or to receive notice by electronic means.

5. Unless prohibited by law, an e-mail notification from a Unit Owner to the Association may be used in lieu of a signed consent or revocation form, in which case the terms of the attached consent and revocation forms are incorporated by reference and shall be deemed affirmed by the Unit Owner when consent is give or revoked by e-mail.

6. In order to implement electronic voting, the Association may contract with an outside vendor or other independent party that provides electronic voting services. The Board shall use reasonable judgement to ensure that such vendors' services comply with the requirements of the law.

7. The Association or its agent shall notify Unit Owners in meeting notice materials, to the extent required by law, of their ability to vote electronically, including but not limited to the provider's e-mail address or website in a manner the Association reasonable believes to be sufficient to enable Unit Owners to participate by using electronic voting.

8. Unit Owners who consent to vote by electronic means may revoke their consent and vote by ballot in person. In the event of multiple votes cast by a Unit as to the same matter, the vote cast first in the election of Directors shall prevail, while the last vote cast will prevail with respect to non-election issues.

9. By signing or affirming the consent form attached as Exhibit "A" hereto and otherwise

choosing to vote electronically as authorized by this Resolution, each Unit Owner recognizes that the Association cannot control the practices of third parties regarding their internet communication and use of the Owner's e-mail address. As such, and as a condition of the Association's agreement to permit electronic voting, each Unit Owner who consents to electronic voting releases and waives any claim against the Association pertaining to such voting, including but not limited to the transmission or placement of "viruses," "malware," "spyware" "cookies" and the like. Each Unit Owner who consents to the Association's publication of their e-mail address, as well as other information (including necessary personal identifying information) to electronic voting service

10. It is further determined by the Board of Directors that all balloting, electronic or otherwise, shall be by secret ballot so that no vote may be traced to any particular owner. In addition, once an owner casts a ballot, that ballot cannot be rescinded.

11. By signing or affirming the consent for attached as Exhibit "A" hereto, each Unit Owner further recognizes that internet/electronic communications may be subject to failure, interruptions, or other problems due to a variety of reasons, including but not limited to Unit Owner operator error, provider system or server failures, "spam" blockers, power outages, and the like. As such, and as a condition of the Association's agreement to permit electronic voting, each Unit Owner who consents to electronic voting releases and waives any claim or challenge to such voting, including but not limited to situations where a Unit Owner vote was not received or counted by the Association due to no fault of the Board of Directors or management.

This Resolution was adopted by the Board of Directors on the 29th day of July 2020.

Townhomes of Oriole Association, Inc.,

By: _____
Dee Vittum, President

Attest: _____
Anita Brody, Secretary

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or ~~online notarization~~, this 08-09 2020 by Dee Vittum, President and Anita Brody, Secretary of Townhomes of Oriole Association, Inc., , a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

Seal

JANE M. BROCK
NOTARY PUBLIC
Comm. # GG 320946
My Comm. Expires
Apr 8. 2023
STATE OF FLORIDA

TOWNHOMES OF ORIOLE ASSOCIATION, INC.
INSURANCE ENFORCEMENT RESOLUTION

FIRST WHEREAS the Townhomes of Oriole Association, Inc, (referred to herein at times as the "Association") is a not for profit corporation charged with administering the affairs of the homeowner association community known as the Townhomes of Oriole (referred to herein at times as "THO"); and

SECOND WHEREAS the Association is governed pursuant to its Declaration of Covenants and Restrictions fo the Townhomes of Oriole, as recorded in **Official Record Book 6381** at **Page 623** and the Declaration Supplement for the Townhomes of Oriole II as recorded in **Official Record Book 6675** at **Page 771** of the public records of Broward County, Florida, as amended from time to time, (collectively referred to herein as the "Declaration"); and

THIRD WHEREAS, the Declaration was revitalized in accordance with state law on or about June 21, 2018 as recorded via instrument number **115153357**; and

FOURTH WHEREAS, the various Lots within THO are further governed by a Declaration of Cluster Covenants and Cross Easements (hereinafter referred to as the "Cluster Declaration") which are not only attached to the Declaration as an exhibit, but are each recorded in the public records of Broward County, Florida. **See Exhibit A;** and

FIFTH WHEREAS, Article IX of the Cluster Declaration states that *each Townhome Residence Owner shall purchase homeowners insurance insuring his Townhome at not less than full replacement value, (as defined in Article IX B. of this Cluster Declaration) which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Townhome Residence Owner obtaining same;* **See Exhibit B**; and

SIXTH WHEREAS, in 2001 Article VII of the Declaration was amended to prohibit rentals. **See Exhibit C.** In addition, in 2007 Article X of the Declaration was further amended as it pertains to guests. **See Exhibit D;** and.

SEVENTH WHEREAS, for a number of years the Board of Directors did not enforce the aforementioned insurance provisions resulting in a number of Townhome Residence Owners not carrying insurance; and

EIGHTH WHEREAS, it is believed that some owners and residents are not adhering to the rental and guest provisions set forth in the Declaration; and

NINTH WHEREAS, Florida Statute 720.305 states that *each member and the member's tenants, guests, and invitees, and each association, are governed by, and must comply with this chapter, the governing documents of the community and the rules and regulations;* and

TENTH WHEREAS, the Board of Directors, as required under law, and in furtherance of its fiduciary duties to the members, wishes to ensure that all town homes are properly insured for the protection of the community and each Lot; and

ELEVENTH WHEREAS, the Board of Directors, in furtherance of its fiduciary responsibilities wish to remind owners and residents within the Association that all provisions of the governing documents, including but not limited to the aforementioned leasing and guest provisions, will be enforced to the greatest extent the law allows, therefore

LET IT BE RESOLVED that at a properly noticed meeting of the Board of Directors on July 29, 2020, the Board of Directors resolved that effective November 1, 2020, all owners within the Association must ensure that their town homes are properly and continuously insured in accordance with the provisions set forth in Article IX of the Cluster Declaration.

LET IT FURTHER BE RESOLVED that the Association shall be named as a co-insured and that proof of insurance is to be provided to the Association by all owners on or before November 1, 2020 or at any other time requested by the Association.

LET IT ALSO BE RESOLVED that the Board of Directors, by and through management and legal counsel, will continue to enforce all provisions of the governing documents including, but not limited to, the rental and guest provisions as allowed by law.

THE BOARD OF DIRECTORS hereby instructs that this resolution shall be recorded with a copy mailed to all owners of record.

Signed this 09 day of ~~July~~ Aug, 2020

Townhomes of Oriole Association, Inc.

By: Dee Vittum, President

Vote of Board

4 Yeah

_____ Nay

By: Anita Brody Secretary

ANITA BRODY

NOTARY

State of Florida
County of Broward

The foregoing instrument was acknowledged before me in person this 9 day of ~~July~~ Aug, 2020 by Delores Vittum, as president and Anita Brody secretary of The Townhomes of Oriole Association, Inc., a Florida Not for Profit Corporation, who ( ) are presently known to me or ( ) produced a government issued identification.

JANE M. BROCK
NOTARY PUBLIC
Comm. # GG 320946
My Comm. Expires
Apr 8, 2023
STATE OF FLORIDA

Jane M Brock
Notary Public

Return to Len Wilder, Esq.
Bakalar & Associates P.A.
12472 W. Atlantic Blvd.
Coral Springs, FL 33071

CERTIFICATE OF AMENDMENT
Amends OR 6381 Page 623 and (Broward)
OR 6675 Page 771

WHEREAS Townhomes of Oriole Association, Inc., ("Association") is a homeowner association consisting of 338 homes that is governed pursuant to its Declaration of Covenants, Restrictions and Easements recorded in **OR Book 6381** at **Page 623** of the Public Records of Broward County, Florida -and- the Declaration Supplement for the Townhomes of Oriole II as recorded in **OR Book 6675** at **Page 771** of the Public Records of Broward County, Florida ("hereinafter collectively referred to herein as the "Declaration"); and

WHEREAS , the Association is further broken down into thirty-eight (38) separate clusters, each of which is also governed by their respective cluster declarations as recorded in: See **Exhibit A**; and.

WHEREAS, in conformity with Chapter, 720, Florida Statute (2020) and the Declaration, Bylaws and Articles of Incorporation for the Association, on March 11, 2021, a quorum of eligible members, voting in person and by means of electronic voting, cast ballots wherein a majority of said members approved the following amendment to the Declaration:

Article III
Covenants, Restrictions and Easements

B. Restrictions on Use

25. Transfer and Sale of Lots

Any homeowner who wishes to sell or transfer ownership, in whole or in part, of their Lot/Residence must first obtain from the Association its written consent of the proposed buyer/occupant. Approval of the Association shall only be withheld for good cause as determined by the Board of Directors

LET IT BE RESOLVED that upon the recording of the resolution, the above amendment shall become operative and bind all owners and residents within the Association.

LET IT FURTHER BE RESOLVED that management is to send a copy of the recorded amendment to all owners of record at the address that appears on file with the Association.

By: The Townhomes of Oriole Association, Inc..

_____, President
Delores Vittum

_____ Secretary
Anita Brody

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of physical presence this 9th day of ~~March~~ April, 2021 by **Delores Vittum**, president and **Anita Brody,** secretary of The Townhomes of Oriole Association, Inc., a Florida Not-For-Profit Corporation who are personally known to me and who executed the foregoing instrument and did not take an oath.

_____
Notary Public
Herlyne Numa-Perrin

My Commission Expires
August 9, 2024

P:\Leonard's file\Document Amendments-Various Clients\Certificate of Amendment\Certificate of Amendment.(THO).wpd

Herlyne Numa-Perrin
State of Florida
My Commission Expires 08/09/2024
Commission No. HH 39981

Cluster 1 - O.R. Book 7116, Page 319
Cluster 2 - O.R. Book 6387, Page 270
Cluster 3 - O.R. Book 6647, Page 479
Cluster 4 - O.R. Book 6387, Page 303
Cluster 5 - O.R. Book 6422, Page 1
Cluster 6 - O.R. Book 6421, Page 957
Cluster 7 - O.R. Book 6415, Page 924
Cluster 8 - O.R. Book 6466, Page 796
Cluster 9 - O.R. Book 6578, Page 260
Cluster 10 - O.R. Book 6549, Page 375
Cluster 11 - O.R. Book 6484, Page 600
Cluster 12 - O.R. Book 6600, Page 1
Cluster 13 - O.R. Book 6611, Page 178
Cluster 14 - O.R. Book 6611, Page 145

Cluster 15 - O.R. Book 6826, Page 916
Cluster 16 - O.R. Book 6844, Page 292
Cluster 17 - O.R. Book 6893, Page 802
Cluster 18 - O.R. Book 7159, Page 1
Cluster 19 - O.R. Book 7010, Page 899
Cluster 20 - O.R. Book 6947, Page 1
Cluster 21 - O.R. Book 7193, Page 55
Cluster 22 - O.R. Book 7193, Page 88
Cluster 23 - O.R. Book 7193, Page 121
Cluster 24 - O.R. Book 7367, Page 93
Cluster 25 - O.R. Book 7525, Page 355
Cluster 26 - O.R. Book 7621, Page 669
Cluster 27 - O.R. Book 7645, Page 490
Cluster 28 - O.R. Book 7865, Page 125
Cluster 29 - O.R. Book 7716, Page 687
Cluster 30 - O.R. Book 7762, Page 864
Cluster 31 - O.R. Book 7775, Page 311
Cluster 32 - O.R. Book 7802, Page 190
Cluster 33 - O.R. Book 7834, Page 409
Cluster 34 - O.R. Book 7756, Page 331
Cluster 35 - O.R. Book 7958, Page 77
Cluster 36 - O.R. Book 7929, Page 521
Cluster 37 - O.R. Book 7958, Page 111
Cluster 38 - O.R. Book 7929, Page 487

Exhibit: A

THE TOWNHOMES OF ORIOLE ASSOCIATION, INC.

CORPORATE RESOLUTION IMPLEMENTING RULES AND REGULATIONS CONCERNING TRANSFER AND SALE OF HOMES

WHEREAS Townhomes of Oriole Association, Inc., ("Association") is a homeowner association consisting of 338 homes that is governed pursuant to its Declaration of Covenants, Restrictions and Easements recorded in **OR Book 6381** at **Page 623** of the Public Records of Broward County, Florida -and- the Declaration Supplement for the Townhomes of Oriole II as recorded in **OR Book 6675** at **Page 771** of the Public Records of Broward County, Florida ("hereinafter collectively referred to herein as the "Declaration"); and

WHEREAS, the Association is further broken down into thirty-eight (38) separate clusters, each of which is also governed by their respective cluster declarations as recorded in: See **Exhibit A**; and.

WHEREAS, in conformity with Chapter, 720, Florida Statute (2020) and the Declaration, Bylaws and Articles of Incorporation for the Association, on March 11, 2021, a quorum of eligible members, voting in person and by means of electronic voting, cast ballots wherein a majority of said members approved the following amendment to the Declaration recorded April 21, 2021 via instrument number 117213567:

Article III

Covenants, Restrictions and Easements

B. Restrictions on Use

25. **Transfer and Sale of Lots**

Any homeowner who wishes to sell or transfer ownership, in whole or in part, of their Lot/Residence must first obtain from the Association its written consent of the proposed buyer/occupant. Approval of the Association shall only be withheld for good cause as determined by the Board of Directors

LET IT BE RESOLVED that the Board of Directors, by at least a majority vote at a duly called and at least a 14 day noticed meeting held on May 26, 2021, passed this resolution and hereby further enacts the following provisions which shall establish what constitutes good cause to reject a proposed sale or transfer of a unit within the Association.

LET IT FURTHER BE RESOLVED that management for the Association shall ensure this resolution is recorded in the public records and a copy mailed or hand-delivered to each owner within the Association.

I. Approval Process

A An owner who wishes to sell or otherwise transfer ownership of their townhome unit to any person who is not already an owner within the Association shall first secure the Association's written approval of the purchaser and all intended adult occupants. Such approval must be sought no less than twenty-five (25) days prior to the intended closing or transfer.

B. The Association may implement the use of an approval application and/or require the proposed purchaser to provide certain documentation including, but not limited to, a signed purchase agreement.

C. Within fifteen (15) days of receiving all information reasonably requested by the Association, the Association shall send written notice to both the seller and buyer of its approval or disapproval.

D. If an applicant is approved, the Board may require a post approval interview with the intended purchasers.

II. Disapproval of Sale/Transfer

A Approval of the Association shall be withheld only if a majority of the entire Board, a committee appointed by the Board or a person designated by the board so determines based upon the criteria herein. If the proposed purchaser or other intended adult occupants fail to complete an application or otherwise submit required additional documentation, the sale shall be automatically rejected but subject to reconsideration when the additional documentation is timely presented. The Association, may consider the following factors and may confer with counsel in reaching its decision::

I) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself inconsistently with the Declaration or applicable Rules and Regulations, or the occupancy is inconsistent with the aforementioned documents.

ii) The person seeking approval (which shall include all proposed adult occupants) has a criminal history which includes any one of the following: [a] has been found guilty or pled no contest, irrespective if adjudication is withheld or not, of any felony within the last ten (10) years or any misdemeanor involving violence to persons, destruction/theft of property or demonstrating dishonesty or moral turpitude within the last five (5) years. Notwithstanding, any person who is found guilty or otherwise pleads no contest to any first or second degree murder or any charge/indictment of sexual battery, sexual assault or aggravated stalking shall never be eligible to reside within the Association irrespective if adjudication is withheld or not. The terms felony or misdemeanor shall refer to those crimes categorized as such by the jurisdiction where the alleged crime was committed. Absent such designation by the aforementioned jurisdiction, the Association may categorize the criminal activity based on how it would be categorized under Florida law.

iii) The person seeking approval (or any such proposed adult occupant) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations.

iv) The person seeking approval (or any such proposed adult occupant) has been evicted within the last two (2) years.

v) The person seeking approval has a history of financial irresponsibility, including an active bankruptcy, a discharged/dismissed bankruptcy within the two (2) years and/or a credit FICO score of less than 650

III. **Non-Applicability**

The above approval criteria shall not apply to the following:

A. Any sale/transfer contract entered into prior to the date the transfer amendment is recorded in the public records.

B. Any sale in which the seller is an institutional mortgagee or is otherwise exempt pursuant to the Declaration.

C. Any sale in which the intended buyer is already an owner within the Association

D. Any transfer/sale between spouses in which at least one spouse is already listed on the deed of ownership;

E. Transfers between an owner and his/her revocable living trust

F. Any transfer/sale ordered by a court of law or otherwise conducted under the authority of a state/federal statute or rule such as, but not including, foreclosure sales, tax deed sales, sheriff's sale, probate proceedings, etc.)

IV. **Units are to be Owner Occupied.**

Except as otherwise stated herein, any person who is not an owner, including family members, may only live in a unit so long as the Owner is also regularly living in the unit. This provision shall not be applicable to **[a]** situations in which a non-owner spouse is living in the unit -or **[b]** situations in which the Owner is absent for extended periods of time due to health reasons (i.e. hospitalization, commitment to a nursing home or assisted living facility) **[c]** short term guests who are not staying in the unit for more than five (5) days and are doing so without compensating the unit owner directly/indirectly.

By: The Townhomes of Oriole Association, Inc..

Rosa Gillyard, President

Secretary

Print Name: Dolores (Dee) Vittum

State of Florida

County of Broward

The foregoing instrument was acknowledged before me by means of physical presence this 29 day of June, 2021 by **Rosa Gillyard**, president and Delores Vittum, secretary of The Townhomes of Oriole Association, Inc., a Florida Not-For-Profit Corporation who are personally known to me and who executed the foregoing instrument and did not take an oath.

JANE M. BROCK
NOTARY PUBLIC
Comm. # GG 320946
My Comm. Expires
Apr 8, 2023
STATE OF FLORIDA

My Commission Expires

Jane M Brock

Notary Public

TOWNHOMES OF ORIOLE ASSOCIATION, INC.

C/O Brock Property Management, Inc.
PO BX 770850 – Coral Springs, Fl 33077
954-753-2675
Brock@Brockpm.com

June 30, 2021

RE: COLLECTION POLICY

Dear Townhomes of Oriole Homeowner,

Enclosed, please find THO's collection policy. Please be sure to read it and keep with your other Homeowner documents.

Should you have any question, feel free to call or email the office.

Sincerely,
For the Board

Jane M. Brock, LCAM

Jane M. Brock
Property Manager

Instr# 117386041 , Page 1 of 3, Recorded 06/29/2021 at 03:46 PM
Broward County Commission

The Townhomes of Oriole Association, Inc. Collection Policy for Past Due Assessments

The Townhomes of Oriole Association, Inc., (referred to herein as "THO" or the "Association") has instituted a collection policy effective: May 18, 2021. The following policy has been adopted by the Association:

1. Association Dues, a/k/a, Assessments ("dues") are due to be paid monthly on or by the first day of each consecutive month through methods approved by the Association.

2. Late Fees: If full payment of monthly dues (including any special assessment) is not received by the fifteenth (15th) day of the month, a late of $5.00 will be assessed. Late fees are due and payable as soon as they are incurred. Late fees will apply to the month of the late dues payment only. There shall be no late fees assessed on late fee balances only. Partial payments of monthly dues shall be considered late under this policy and a late fee shall be assessed on the fifteenth (15th) day of the month unless the monthly dues are paid in full within the fifteen (15) day deadline. For example, if the monthly dues are $500 and payment of $300 is received, $200 is still considered to be due. If the balance of $200 is paid on or before the fifteenth (15th) day of the month, there will be no late fee assessed. If payment of the balance due is not received, a late fee of $5.00 shall be assessed against the unit.

3. Late Notices: The association is not required to send late notices. The Association may, at its option and in its sole discretion, choose to send late notices to delinquent owners. The Association may send a late notice, to the property owner at their last known address(es) of record if payment in full of the monthly dues is not received on or by the fifteenth (15th) day of the month. If payment becomes 60 (sixty) days or more delinquent in the payment of maintenance assessments and/or special assessments, and/or the balance due totals $500.00 (five hundred dollars) or more, not including any management fees or fines, the association may turn the account over to the association's legal Counsel for collection. Counsel shall send a statutory demand for payment (also known as a demand letter or notice of intent to lien). The delinquent property owner may be charged for attorney's fees and costs incurred with preparation and transmittal of said demand letter.

4. Interest Charges: The Association's governing documents, Article VI(a) and 720.3085, Florida Statutes allow for the imposition of interest charges on past due balances. The current interest rate is 18.00% per annum. All accounts sent to an attorney for collection will incur a charge of the statutory interest charges and said interest charges shall be calculated by the Association's Counsel and said amount shall be added to any collection letter(s) sent by the Association's Counsel.

5. Demand Letters / Notices of Intent to Lien- will be sent by the Association's Counsel. Once an account has been referred to the Association's Counsel, all communication must be directed to the Association's Counsel until the delinquent balance has been paid in full and the account has cleared collections.

6. Claim of Lien / Notices of Intent to Foreclose: In the event that an owner does not comply with the

attorney demand letter, the Association shall authorize the filing of a claim of lien to be filed by the Association's Counsel. Additional attorney's fees and costs may be incurred and payment of such fees and costs will be the responsibility of the delinquent property owner. In the event that an owner does not satisfy the balance due, including late fees, interest charges as well as attorney's fees and costs, the Association may then authorize the Association's Counsel to proceed to file a lien foreclosure. Any additional attorney's fees and costs incurred with such action shall be paid by the delinquent property owner.

7. Bankruptcy: In the event that an owner files for or is the subject of a petition for relief in bankruptcy, management shall immediately contact the Association's Counsel to review such filing or information provided to ascertain what action(s), if any, must be taken to protect the interests of the Association. The Association shall also forward any and all correspondence received related to bankruptcy matters for review by the Association's Counsel (knowing that many notifications or notices have a time sensitive deadline which require a timely response).

8. Rental Property / Tenant Occupied Property: As THO is a non-rental community, we will assume units are owner occupied. However, if the Association is aware of any unit occupied by a non-owner, Association is to advise our office immediately. Under the law, if a unit is in fact being rented and the owner is delinquent AND receiving rent, THO is entitled to demand that it receives the rent until the account is current.

9. Payment Plans: Once the account is referred to Bakalar & Associates for collection, said firm, on behalf of the Association, may allow for reasonable written payment plans. For any owner whose account balance is less than $1,000, including late charges, interest charges and all maintenance and /or special assessments, a payment agreement with a term not to exceed 6 months will be allowed. Such payment plan will require an initial deposit in the amount of twenty five percent (25%) of the total amount owed, which sum may also include attorney's fees and costs if said account is at the attorney's office for collection. For any account with a balance of over $1,000, including late charges, interest charges and all maintenance and /or special assessments, a payment agreement with a term not to exceed 12 months will be allowed. Such payment plan will require an initial deposit in the amount of thirty three percent (33%) of the total amount owed, which sum may also include attorney's fees and costs if said account is at the attorney's office for collection. For any accounts that are in collection with the Association's attorney, said attorney's office shall prepare any such payment plan. Any fees associated with the preparation and monitoring of a plan shall be borne by the delinquent owner.

All payment plans require payments made over consecutive monthly payments. For example, if an owner's balance is $900.00, the initial deposit required is $225.00 and the balance remaining of $625.00 is to be paid monthly at $112.50 per month. The owner is also responsible for the timely payment of all prospective maintenance and or special assessment payments in addition to the payment of the past due amounts. An owner will be deemed to be in default of their payment agreement if payment of all payments due (including the past due as well as ongoing maintenance and or special assessments) are not timely paid.

Any payment plan in excess of 12 months would need to be approved by either THO's president, treasurer or management.

By: The Townhomes of Oriole Association, Inc.

Rosa Gillyard, President

Delores C. Vittum, Secretary
Print Name

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of physical presence this 29 day of June, 2021 by Rosa Gillyard, president and Delores Vittum, secretary of The Townhomes of Oriole Association, Inc., a Florida Not For Profit Corporation who are personally known to me and who executed the foregoing instrument and did not take an oath.

Notary Public

JANE M. BROCK
NOTARY PUBLIC
Comm # GG 320946
My Comm Expires
Apr 6, 2023
STATE OF FLORIDA