

73-253300

DECLARATION OF CONDOMINIUM

OF

ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE - G

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ORIOLE HOMES CORP., a Florida corporation, (hereinafter referred to as "Developer"), hereby states and declares,

I - SUBMISSION STATEMENT

Developer is the owner of record of the land hereinafter described and hereby declares the same to be Condominium Property and does hereby submit the same to condominium ownership pursuant to chapter 711, Florida Statutes, the Condominium Act.

II - NAME

The name by which this Condominium is to be identified is:

ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE - G

III - LAND

The legal description of the land included and submitted herewith to condominium ownership is described in Exhibit A, which is attached hereto and made a part hereof, and is hereafter referred to as the "land".

IV - EXPLANATION OF TERMINOLOGY AND IDENTIFICATION OF UNITS

A. Explanations

All terms shall have the meaning set forth in the Act and for clarification the following terms have the following meanings:

1. "Oriole Golf and Tennis Club Condominiums" means the planned community of condominium residential apartment buildings being developed as a multiphase project by the Developer; a particular phase of which is identified by numeral "ONE", etc.
2. "Club Condominium" means a particular condominium which is the subject of a particular Declaration, and is identified by reference to phase by the phase number (e.g., "ONE") and by letter (e.g., "A", etc.)
3. "Developer" means Oriole Homes Corp., a Florida corporation, its successors and assigns.
4. "Act" means Chapter 711, Florida Statutes, 1963, as amended; The Condominium Act.
5. "Condominium Documents" means in the aggregate this Declaration, Articles, By-Laws, Recreation Sub-License, and all of the instruments and documents referred to therein and executed in connection with a Club Condominium.

THIS INSTRUMENT PREPARED BY

HARVEY G. KOPELOWITZ
RUDEN, BARNETT, McCLOSKEY, SCHUSTER & SCHMELER
P.O. BOX 7276
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RETURN TO

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6. "Declaration" means this document and refers to each Declaration of Condominium submitted by the Developer for a Club Condominium.

7. "Apartment" means unit as defined by the Act, and is that portion of the Condominium Property which is subject to private ownership.

8. "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as defined in the Act and in the Condominium Documents and includes:

(a) Operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance; and

(b) The operating expenses set forth in the Recreation Sub-lease; and

(c) Any other expenses designated or inferred to be Common Expenses by the Act, by this Declaration, or by the other Condominium Documents and any similar expenses designated as Common Expenses from time to time by the Board of Governors of the Association.

9. "Condominium Property" means the land, all improvements thereon, including the Apartments, the Common Elements and Limited Common Elements, and all easements and rights appurtenant thereto which are intended for use in connection with this Condominium and specifically includes, as a right appurtenant to said land, the possessory and use rights set forth in the Long-Term Lease and Recreation Sub-lease.

10. "Common Elements" means the portion of the Condominium Property not included in the Apartments.

11. "Limited Common Elements" means those portions of the Common Elements which are reserved for the use of a certain Apartment to the exclusion of other Apartments.

12. "Association" means a corporation not-for-profit organized and existing under the laws of the State of Florida for the purpose of operating a Condominium, and as to this condominium means ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE - G ASSOCIATION, INC.

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

14. "By-laws" means the By-Laws of the Association.

15. "Long-Term Lease" means the instrument by which the real property and the recreation and activities center planned thereon has been leased by the Developer to Oriole Condominium One Club, Inc. ("Lesseo") and sub-leased on a non-exclusive basis to the Association under the Recreation Sub-lease.

16. "Recreation Sub-lease" means the instrument by which possessory and use interests in and to the recreation land are sub-leased by the Lessee to the Association and wherein the Operating Expenses and rent obligations are made specifically applicable to Apartment Owners in a particular Club Condominium, a copy of which Recreation Sub-lease is attached hereto and made part hereof by reference.

17. "Recreation Land" means the real property and improvements devised under the Long Term Lease and Recreation Sub-Lease.

18. "Operating Expenses" means the taxes, insurance, utility expenses, maintenance and other monetary expenses of the Recreation Land defined in the Long Term Lease and Recreation Sub-Lease and which are part of the Common Expenses of this Condominium.

19. "Rent" means the rent to be paid to the lessor of the Long-Term lease.

20. "Appurtenances to an Apartment" include its rights under the Recreation Sub-Lease together with the other appurtenances, specifically described in Section 711.04 (2) of the Act.

B. Identification of Units and Limited Common Elements.

1. This condominium has thirty-six (36) Apartments each of which is identified by a three digit arabic numeral, viz. "201" and is so referred to herein and on the Exhibits.

2. (a) This condominium has designated on the attached Survey and Plot Plan (Exhibit B) parking spaces located on the Condominium Property, each of which is identified by a letter corresponding to the description of this condominium followed by a number as set forth in Exhibit B. Some of these parking spaces are Limited Common Elements which shall be assigned, by sale or transfer in the first instance by the Developer, to the use of a specific Apartment within this condominium. The method of assignment and any subsequent re-assignment set forth in Article XIV of this Declaration. Any parking spaces not assigned may be used for guest parking.

(b) Notwithstanding the fact that some of the just described parking spaces are Limited Common Elements they shall be maintained, repaired, replaced and assessed for such maintenance, repair, and replacement as and in the manner that Common Elements are maintained, repaired, replaced, and assessed.

V - SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. There is being recorded contemporaneously herewith, as an exhibit thereto, a Survey, Plot Plan and Graphic Description of Improvements on the above described land and which Survey, Plot Plan, and Graphic Description of Improvements is incorporated herein by reference and deemed Exhibit B to the Declaration.

B. Said Survey, Plot Plan, and Graphic Description of Improvements shows and identifies thereon the Common Elements, Limited Common Elements, each Apartment and its relative location and approximate dimensions, and the Recreation Land. There is likewise reflected thereon floor plans containing a graphic description of the improvements made to the Condominium Property.

C. Said Exhibit B of this Declaration has been certified pursuant to the requirements of Section 711.8(1)(c) of the Act.

VI - UNDIVIDED SHARES IN COMMON ELEMENTS

A. Each Apartment shall have as an appurtenance thereto an undivided share of the Common Elements according to the "Schedule of Shares" attached hereto as Exhibit G.

B. Each Apartment shall have as an appurtenance thereto the right to use all of the Common Elements and Condominium Property of this condominium in accordance with the Condominium Documents. This right shall be shared with all other Apartment Owners of this condominium and, in the case of the Recreation Sub-lease with Apartment Owners and Associations of other Club Condominiums in Phase One under similar non-exclusive Recreation Sub-Leases.

VII - SHARES IN COMMON EXPENSES
AND OWNING COMMON SURPLUS

The Common Expenses shall be shared and the common surplus shall be owned in proportion to each Apartment Owner's percentage of ownership of the Common Elements as set forth on Exhibit G of this Declaration.

VIII - VOTING RIGHTS OF OWNERS OF UNITS

A. The owner or owners, collectively, of the fee simple title of record of each Apartment shall be entitled to one vote per Apartment as to the matters requiring a vote by owners as provided by this Declaration, the Condominium Documents, and the Act.

B. The vote of the owners of an Apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the Apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

IX - BY-LAWS

The By-Laws of this Condominium are set forth in a document entitled "By-Laws of ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE - G ASSOCIATION, INC.", a true copy of which is annexed to this Declaration as an Exhibit.

X - ASSOCIATION; USE OF COMMON ELEMENTS
BY MEMBERS OF ASSOCIATION

A. The Association responsible for the operation of this condominium is ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE - G ASSOCIATION, INC., a corporation not-for-profit, organized and existing under the laws of the State of Florida.

B. There is attached hereto a True Copy of the Articles of the Association as an Exhibit.

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XI - EASEMENTS

A. Perpetual Non-Exclusive Easement in Common Elements

The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement which easement is hereby created, in favor of all of the Apartment Owners in this Condominium. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the just described easements.

B. Easements, Cross Easements and Road Area

Inasmuch as this condominium constitutes a part of Parcel 8 of Oriole Golf & Tennis Club Section 1, according to the plat thereof recorded in Plat Book 75, Page 34 of the Public Records of Broward County, Florida, there are hereby created easements for ingress and egress in favor of the balance of said land, and the owners thereof, which easements may be necessary to provide electric power, telephone, sewer, water, and other utility services and lighting facilities, irrigation, television transmission facilities, security service and facilities in connection therewith, and the like. Developer, for itself, its nominee, and the Association herein described reserves the right to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of, or necessary and proper for, the Condominium. There is shown on the Site Plan (page one of Exhibit B) a 26 foot wide road area. The Developer has agreed with the City of Margate to dedicate or convey to the City such road area for the benefit of the public as a road to be maintained by the City of Margate. Such dedication or conveyance shall take place as to the whole or any part of such road area at the request of the City of Margate.

C. Easement for Encroachments

All the Condominium Property shall be subject to easements for encroachments which now exist or hereafter exist, caused by settlement or movement of the building, or caused by minor inaccuracies in building or re-building, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachments no longer exist, and for the purpose of permitting improvements of one Club Condominium to encroach upon the Condominium Property of another.

XII - APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

A. In the event that any taxing authority having jurisdiction over this Condominium shall levy or assess any Tax or Special Assessment against this Condominium as a whole as opposed to levying and assessing such Tax or Special Assessment against each Apartment and its appurtenant undivided interest in Common Elements, as now provided by law, (herein called the "New Total Tax") then such New Total Tax shall be paid as a common expense by the Association, and any Taxes or special Assessments which are to be so levied shall be included, wherever possible in the estimated Annual Budget of the Association, or shall be separately levied and collected as an assessment by the Association against all of the owners of all Apartments. The amount of the New Total Tax paid or to be paid by the Association shall be apportioned among the owners of all Apartments

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so that the amount of such New Total Tax so paid or to be paid by the Association and attributable to and to be paid by the owner or owners of each Apartment shall be that portion of such New Total Tax which bears the same ratio to said total New Total Tax as the undivided interest in Common Elements appurtenant to each Apartment bears to the total undivided interest in Common Elements appurtenant to all Apartments. In the event that any New Total Tax shall be levied then the assessment by the Association, shall separately specify and identify the amount of such assessment attributable to such New Total Tax and the amount of the same shall be and constitute a lien prior to all mortgages and encumbrances upon any Apartment and its appurtenant undivided interest in Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such New Total Tax has been separately levied by the taxing authority upon each Apartment and its appurtenant undivided interest in Common Elements. In apportionment of any New Total Tax in accordance with the provisions of this Article XII such apportionment shall be made without regard to the existence of any exclusive right to use an area constituting a Limited Common Element which may be an appurtenance to any Apartment.

B. All personal property taxes levied or assessed against personal property owned by Association shall be paid by said Association and shall be included as a common expense in the Annual Budget of the Association.

XIII - OCCUPANCY AND USE RESTRICTIONS

A. The Apartments shall be used for single-family residences only. No separate part of an Apartment may be rented and no transient tenants may be accommodated therein. No children under the age of fifteen (15) shall be permitted to reside in any of the units in this condominium except that children under the age of fifteen (15) may be permitted to visit and temporarily reside for a period not to exceed sixty (60) days per year.

B. An Apartment Owner shall not permit or suffer anything to be done or kept in his Apartment which will increase the insurance rates on his Apartment, the Common Elements, the Limited Common Elements, or the Recreation Land or which will obstruct or interfere with the rights of other Apartment Owners or the Association or annoy other Apartment Owners by unreasonable noises or otherwise; nor shall an Apartment Owner commit or permit any nuisance, immoral or illegal act in his Apartment, on the Common Elements, the Limited Common Elements or the Recreation Land.

C. An Apartment Owner shall show no sign, advertisement or notice of any type on the Common Elements, Limited Common Elements, Recreation Land or in or upon his Apartment and shall erect no exterior antennae and acrials upon any portion or part of his Apartment or the Common Elements.

D. An Apartment Owner shall not keep any pet in his Apartment, except under the regulations promulgated by the Association from time to time, nor keep any livestock or poultry nor may any of the same be raised, bred, or kept upon any portion of the Condominium Property. No clothesline, or other similar device shall be allowed in any portion of the Condominium Property, including any balcony or terrace; nor shall there be permitted any trailer or boat on any portion of the Condominium Property.

**XIV - TRANSFER OF LIMITED COMMON
ELEMENTS (PARKING SPACES)**

The following provisions will be applicable to the transfer and assignment of Limited Common Elements which are hereinafter referred to as Parking Spaces in this Article XIV of the Declaration.

A. Assignment of Parking Spaces.

The Developer has the right to assign and/or sell the use of a particular Parking Space to particular Apartments at the time the Apartment is originally acquired from the Developer. The assignment of use shall be made by describing the particular Parking Space by reference thereto in a document entitled "Assignment of Use of Parking Space" delivered at the same time as the Deed of Conveyance to the Apartment. The Association shall maintain a book for the purpose of listing each Assignee of each Parking Space and the transfers thereof (the "Book"). Upon assignment of such Parking Space the Developer shall cause the Association to record its transfer in the Book and the owner of the Apartment to which its use is assigned shall have the exclusive right to the use thereof. The Parking Space shall thereupon be appurtenant to said Apartment and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Apartment. Upon conveyance of, or passing of, title to the Apartment to which the said assignment of parking space has been made the owner of the Apartment making the conveyance of title shall execute notice of transfer to the Association which shall thereupon cause to be executed in the name of the Association a new document entitled "Assignment of Use of Parking Space" and record the transfer in the Book.

B. Restrictions on Separate Transfer of Parking Spaces

A Parking Space may be separately transferred upon the following conditions:

1. The use of a Parking Space may at any time be surrendered by a particular Apartment Owner to the Association.
2. The use of a Parking Space may be transferred by an Apartment Owner to another Apartment Owner of this Condominium provided that the transferor shall execute a written assignment which shall describe the identification number of the Parking Space, the Apartment to which it was appurtenant, the name of the transferee and the transferee's Apartment and furnish the same to the Association which shall record such transfer in the Book.
3. In the event the transfer is to the Association, the transferor shall execute a written assignment which shall describe the identification number of the Parking Space, the Apartment to which it was appurtenant and the fact that the Association is now transferee.
4. The Board of Governors shall have the absolute right to assign Parking Spaces transferred to the Association. Requests for the assignment of Parking Spaces transferred to the Association shall be considered by the Board of Governors on a first-come, first-served-basis or upon such other terms and conditions as to the selection of users as the Board may provide by written regulation.
5. Any transfer of a Parking Space made by the Association shall be by an assignment to an Apartment Owner by a written instrument signed by any two officers of the Association which

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shall describe the Parking Space to be assigned and the name of the transferor and the transferee's apartment number which shall thereupon be recorded in the Book.

6. Whenever the Association shall be the transferee of a Parking Space, the Parking Space may be assigned, used or leased on such terms and conditions as the Board of Governors may from time to time determine.

XV - CONVEYANCES AND SALES

In order to assure a community of congenial residences and thus protect the value of the Apartments, the sale, leasing, and mortgaging of Apartments shall be subject to the following provisions until the Declaration is terminated in accordance with the provisions contained elsewhere herein or until this section of the Declaration is amended in the manner herein provided:

A. Sale or Lease

No Apartment Owner may dispose of his Apartment or any interest therein by sale or lease without approval of the Board of Governors of the Association, which approval of the Association shall be obtained in the manner hereinafter provided:

1. Notice to Association Any and every time an Apartment Owner intends to make a sale or lease of his Apartment, or any interest therein, he shall give written notice to the Association of such intention, together with the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require on forms that are supplied by the Association, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the Apartment Owner to the Association, and to any purchaser or lessee produced by the Association, as hereinafter provided, that the Apartment Owner believes the proposal to be bona fide in all respects. The notice just described shall be mailed to or delivered by hand to the Secretary of the Association.

2. Election of Association Within thirty (30) days after receipt of such notice, the Board of Governors of the Association shall either approve the transaction or furnish a purchaser or lessee approved by the Association and give notice thereof to the person desiring to sell or lease his Apartment who will accept the transaction upon terms as favorable to the Seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may not have less than thirty (30) days subsequent to the date of approval within which to close the transaction. The approval of the Board of Governors shall be in recordable form, signed by any two members of the Board, and shall be delivered to the Purchaser or lessee. Failure of the Association to act within such thirty (30) day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form, as aforesaid. The Apartment Owner giving such notice shall be bound to consummate the transaction with such purchaser or lessee as may be furnished by the Association.

B. Mortgage

No Apartment Owner may mortgage his Apartment nor any interest therein without the approval of the Association, except to a bank, life insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida, or Federal Savings and Loan or State Building and Loan Associations hereinafter called "approved mortgage", or sometimes hereinafter referred to as "approved first mortgage". In this connection, where a mortgage given by one of the institutions hereinafter described fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be a first mortgage. The approval of any other mortgages may be upon conditions determined by the Board of Governors of the Association, and approval may unreasonably be withheld.

C. Acquisition by Gift, Devise, or Inheritance

1. Any person who has obtained an Apartment by gift, devise, or inheritance, or by an other method not heretofore considered, shall give to the Association notice of the fact of obtaining such Apartment, together with such information concerning the person obtaining the Apartment as may be reasonably required, and a certified copy of the instrument by which the Apartment was obtained. If the notice to the Association herein required is not given, then at any time after receiving knowledge of the gift, devise, or inheritance, or other transaction, the Association may, at its election, approve or disapprove the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such approval.

2. Within thirty (30) days after receipt of notice or information, as the case may be, the Association must either approve or disapprove the transfer of title by gift, devise, or inheritance, or otherwise, to the person receiving the same. The approval of the Association shall be by its Board of Governors and shall be in recordable form signed by any two officers of the Association and delivered to the person obtaining title. Failure of the Association to act within such thirty (30) day period shall be deemed to constitute approval, following which the Association, through its officers, shall prepare and deliver written approval, in recordable form as aforesaid. If the Association shall disapprove, the matter shall be disposed of as follows: By the Association advising the person obtaining title by gift, devise, inheritance, or otherwise, in writing, of a purchaser or purchasers who will buy the said Apartment at its fair market value to be determined by three (3) M.A.I. appraisers, one of whom shall be selected by the purchaser, one by the Apartment Owner, and one by the two appraisers just appointed, or upon mutual agreement by the purchaser and person holding title by one M.A.I. appraiser. Costs for appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after determination of the sale price. At the time of notification to the title owner that the Association has furnished a purchaser, there shall be submitted a signed contract by said purchaser or purchasers providing for the acquisition of the Apartment in accordance with the terms of this Declaration.

3. If the Association shall fail to provide a purchaser within the time provided for, or if the purchaser furnished by the Association shall default in his acquisition, then the Association shall be required to approve the passage

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of title by gift, devise, inheritance, or other transaction, and shall evidence the same by instrument in writing in recordable form, signed by two officers of the Association.

D. An approved first mortgagee holding a mortgage on an Apartment or the lessor under the Long Term Lease upon becoming the Owner of an Apartment, through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become the acquirer of title to an Apartment at the foreclosure sale of such approved first mortgage or of the lien under the Long Term Lease shall have the unqualified right to sell, lease, or otherwise transfer said Apartment including the fee ownership thereof, and/or to mortgage said Apartment without prior offer to the Board of Governors of the Association. Specifically, the provisions of paragraphs A, B, and C, of this Article XV shall be inapplicable to such approved first mortgagee or the lessor under the Long Term Lease or the acquirer of title as above described in this paragraph.

XVI - MAINTENANCE AND REPAIRS

A. By Apartment Owners

The responsibility of an Apartment Owner is as follows:

1. To maintain in good condition and to repair and to replace at his expense all portions of his Apartment including the screening on his balcony or terrace and all interior surfaces within or surrounding his Apartment (such as the surfaces of the walls, ceiling, and floors), and to maintain and to repair the fixtures therein, including the air conditioning equipment, and to pay for any utilities which are separately metered to his Apartment. Every Apartment Owner must perform promptly all maintenance and repair work within his Apartment, as aforesaid, which if omitted, would affect the Condominium Property and Club Condominiums in their entirety or an Apartment belonging to other Owners; each Apartment Owner shall be expressly responsible for the damages and liability that his failure to do so may engender. Said Apartment shall be maintained and repaired in accordance with the building plans originally utilized by the Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board of Governors as provided in this Declaration;
2. Not to make any alterations in the portions of the Apartment or the building or the Common Elements which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building or the Common Elements or which, in the sole opinion of the Board of Governors of the Association, would detrimentally affect the architectural design of the building, without first obtaining the written consent of the Board of Governors of the Association.
3. Not to paint or make any alteration, decoration, repair, replacement or change of or on the Common Elements or property under lease or to any outside or exterior portion of the building, including doors, windows, etc, without the written approval of the Board of Governors;
4. To promptly report to the Association or its agents any defect or need for repairs, the responsibility for the remedying of which is with the Association;

5. Not to make repairs to any plumbing or electrical wiring within an Apartment except by plumbers or electricians authorized to do such work by the Board of Governors of the Association. The provisions as to the use of an authorized plumber or electrician shall not be applicable to an approved first mortgagee or to the Lessor under the Lease Agreement or to the Developer. Plumbing and electrical repairs within an Apartment shall be paid for and be the financial obligation of the Apartment Owner; and

6. Any officer of the Association or any agent of the Board of Governors shall have the irrevocable right to have access to each Apartment from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Apartment or Apartments.

B. By the Association

The responsibility of the Association is as follows:

1. To repair, maintain and replace all of the Common Elements, including all exterior surfaces of the building and parking spaces, whether part of the Common Elements, limited Common Elements, or part of the Apartment, specifically including the elevator and its machinery and shaft, and to maintain and repair all landscaping and roadways in or upon the Condominium Property, Recreation Land,

2. To maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services, but excluding therefrom appliances and plumbing fixtures;

3. To repair, maintain and replace any and all swimming pools, landscaping, and other improvements and facilities located upon Recreation Land to the extent described in the Recreation Sub-Lease.

C. Management Agreement

The Board of Governors of the Association has entered into a Management Agreement with Oriole G & T Management Corp., a corporation owned and controlled by the Developer for the purpose of providing for the services, labor, work and materials necessary for the maintenance and repair of the Condominium Property and for assisting the Board in carrying out the obligations of the Association contemplated by the Condominium Documents, including the obligation of centralized management under the Long Term Lease and the Recreation Sub-Lease. In accordance with the terms of the Management Agreement, the Board of Governors has empowered and granted to such corporation the rights of access granted and given to the Board of Governors; the rights of assessments and collection of common expenses; and all of the necessary rights and powers to carry out the functions of the Board of Governors. The fee to be paid to the Management Company under the terms of the Management Agreement is part of the common expenses of this condominium. The Management Agreement is subject to the Act insofar as its termination is concerned.

D. Alterations and Improvements

The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements and Limited Common Elements which do not prejudice the right of any Apartment Owner and any first mortgagee unless his or its written consent has been first obtained, provided the making of such alterations and improvements is first approved by the Board of Governors of the Association, and which approval shall be submitted for ratification by the affirmative vote of two-thirds (2/3) of the Apartment Owners if the cost of the same shall be in Common Expenses which shall exceed One Thousand Dollars (\$1,000.00).

XVII - COMMON EXPENSES AND ASSESSMENTS

A. Duty to Pay

It is hereby stated to be the express duty of each Apartment Owner to promptly pay his share of the Common Expenses, all assessments, levied by the Board of Governors of the Association, and the rent required by the Recreation Sub-Lease.

B. Assessments

Assessments shall be made and determined in the following manner.

1. The Board of Governors of the Association shall approve an annual budget in advance for each fiscal year and such budget shall project the anticipated Common Expenses for the ensuing fiscal year.

2. After the adoption of a budget and determination of the annual assessments against the Apartment Owners in accordance with the shares of the Common Expenses hereinabove set forth, the Association shall assess such sums by promptly notifying all owners by delivering or mailing notice thereof at such Owner's most recent address as shown by the books and records of the Association. The annual assessments may be payable in quarterly installments which shall be due and payable in advance to the Association on the first days of each January, April, July, October, regardless of whether or not members are sent or actually receive written notice thereof. In addition, the Association shall have the power to levy special assessments against each Apartment, if necessary, to cover additional Common Expenses and shall have the power to levy such other special assessments as provided herein, which may or may not be equal per Apartment.

3. The record owners of each Apartment shall be personally liable jointly and severally to the Association for the payment of special as well as regular assessments made by the Association and for all costs of collecting delinquent assessments, plus interest and attorneys' fees as hereinafter provided. In the event assessments are payable in installments, the Board of Governors may accelerate the remaining installments of the annual assessment upon notice thereof to the Apartment Owner whereupon the entire unpaid balance of the annual assessment shall become due upon the date stated in the notice which shall not be less than ten (10) days after the date of the notice. In the event any assessment, installment or assessment or accelerated assessments are not paid within twenty (20) days after their due date, the Association, through its Board of Governors, may proceed to enforce and collect the said assessments against the Apartment Owner owing the same in any manner provided for by the Act, including the right of foreclosure and sale.

4. The Association may at any time require owners to maintain a minimum balance on deposit with the Association to cover future assessments. Such deposits shall be proportionate to each Apartment's interest in the Common Elements.

5. In connection with assessments, the Association shall have all of the powers, rights, privileges, and legal remedies provided for by the Act, specifically including a lien upon each condominium parcel for any unpaid assessments and interest thereon against the Apartment Owner of such Apartment, together with reasonable attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of such lien. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate of eight percent (8%) per annum.

6. It is specifically acknowledged that the provisions of Section 711.15(6), of the Act, are applicable to this condominium, and further, in the event an approved first mortgagee obtains title to a unit by voluntary conveyance, such mortgagee, its successors, and assigns shall not be liable for accrued assessments or Common Expenses as fully as though the property were acquired by foreclosure as provided by Section 711.15(6), of the Act.

7. It is specifically acknowledged and provided that the assessment charges set forth on Exhibit D are in effect for the period ending December 31, 1973 (hereinafter referred to as "Interim Assessments"). The Interim Assessments are estimates only of the annual assessments set forth in the By-Laws. The Developer guarantees that during the period just described the Interim Assessments will not be increased and the Developer will pay all common expenses not paid for by Interim Assessments, which are paid for by the Apartment Owners other than the Developer. Regular assessments shall be made and determined commencing with the calendar year January 1, 1974, and the Developer will pay any regular assessments for any of the apartments owned by the Developer.

XVIII - INSURANCE

The Board of Governors of the Association shall obtain liability insurance in such amounts as the Board of Governors may determine from time to time for the purpose of providing liability insurance coverage for the Common Elements, Limited Common Elements and the Recreation Land. The Board of Governors shall collect and enforce the payment of a share of the premium for such insurance from each Apartment Owner as a part of the Common Expenses. Said insurance shall include but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsement to cover liabilities of the Apartment Owners as a group to an Apartment Owner. Each Apartment Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Apartment and for the purchasing of insurance for all of his personal property.

**XIX - DESTRUCTION OF IMPROVEMENTS
AND CASUALTY INSURANCE**

The Association shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance, insuring all of the insurable improvements within the condominium including personal property owned by the Association, in and for the interest of the Association, all Apartment Owners and their approved first mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Governors of the Association, in an amount equal to the maximum insurable replacement value as determined annually by the Board of Governors of the Association; the premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as part of the Common Expenses. The company or companies with whom the Association shall place its insurance coverage as provided in this Declaration must be good and responsible companies authorized to do business in the State of Florida. The approved first mortgagee having the highest dollar indebtedness encumbering Apartments in the Condominium shall have the right to approve the policies, the amounts thereof, and the company or companies who are the insurers under the insurance placed by the Association as herein provided. The Association shall have the right to designate the Insurance Trustee, provided it shall be a Trust Company authorized to do business in Florida with its principal office in Broward County, Florida, and thereafter from time to time, the right to change the Insurance Trustee to another such trust company or to such other person, firm, or corporation as Insurance Trustee as may be acceptable to the approved first mortgagee holding the highest dollar indebtedness encumbering Apartments in the Condominium.

B. All policies purchased by the Association shall be for the benefit of the Association, all Apartment Owners and their approved mortgagees, as their interests may appear. Such policies shall be deposited with the Insurance Trustee, aforementioned, who shall first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected, a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Apartment Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of the policies, nor for the failure to collect any insurance proceeds.

C. No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless the same is a distribution made to Apartment Owners and their mortgagees.

D. The duty of the Insurance Trustee shall be to receive the proceeds from the casualty insurance policies held by it and shall hold such proceeds in trust for the Association, Apartment Owners, and any mortgagees under the following terms:

1. In the event a loss occurs to any improvements within any of the Apartments alone, without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Apartment Owners of the Apartment

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damaged and their approved first mortgagees, if any, as their interests may appear and it shall be the duty of those Owners to use such proceeds to effect necessary repair to the Apartment. The Insurance Trustee may rely upon the written statement of the Association as to whether or not a loss has been incurred to the Apartments or Common Elements, or both.

2. In the event that a loss of \$5,000, or less occurs to improvements within one or more Apartments and to improvements within contiguous Common Elements, or to improvements within the Common Elements alone, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will promptly contract for the necessary repairs to the improvements within the Common Elements and within the damaged Apartments. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements but insufficient to repair all of the damage within the Apartments, the proceeds shall be applied first to completely repair the improvements within the Common Elements, and the balance of the funds shall be apportioned to repair improvements within owners' Apartments in proportion to the loss sustained to improvements within said Apartments, as estimated by the insurance carrier, and the owners owning interests in Apartments containing damaged improvements shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within their Apartments.

3. In the event the damage exceeds the sum of \$5,000.00 to the Common Elements alone, or to the individual Apartments and to improvements within contiguous Common Elements (it being the intention of the foregoing to cover any loss other than those specifically described in sub-paragraphs 1 and 2, then the Insurance Trustee shall hold all insurance proceeds in trust, and any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

(a) The Board of Governors of the Association shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the Common Elements and within the units, or upon the collection of the necessary funds that are described in part (c) of this paragraph, then the improvements shall be completely repaired and restored. In this event all payees shall deliver paid bills and waivers of Mechanics' Lien to the Insurance Trustee and execute any affidavit required by law or by the Association, any approved first mortgagee named on a mortgage endorsement, or the Insurance Trustee, and deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis, or some other reasonable terms under the circumstances which said contractor shall post a performance and payment bond, and the Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the Contractor.

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Subject to the foregoing, the Board of Governors of the Association shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(c) In the event the insurance proceeds are not sufficient to repair and replace all of the improvements within the Common Elements and within the apartments so that special assessments shall be required, the following provisions shall be applicable:

[i] In the event the deficiency between the estimated cost of repairs and replacements and the insurance proceeds is less than \$25,000, then the Board of Governors of the Association shall meet and shall determine the amount of and terms of a special assessment against the Apartments and the Owners thereof to obtain the necessary funds to repair and to restore the improvements. Such assessment need not be uniform as to all Apartments, but may be in accordance with such factors as the Board of Governors of the Association shall consider to be fair and equitable under the circumstances. Whereupon the Board of Governors of the Association, having determined the amount of such assessment, shall immediately levy such assessment setting forth the date of payment of the same and the funds received shall be delivered to the Trustee and disbursed as provided in the preceding paragraph; or

[ii] In the event the deficit between the estimated cost of repair and replacement and the insurance proceeds exceeds the sum of \$25,000, then, in that event, the Board of Governors shall order a membership meeting of the class of members of the Association of the Condominium in which the damage has occurred held as rapidly as possible for the purpose of determining the amount of and the methods and terms of a special assessment against the Apartments and the Owners thereof so as to obtain the necessary funds to repair and replace the improvements. Such assessment need not be uniform as to all Apartments but may be in accordance with such factors as the Association considers fair and equitable under all of the circumstances. Upon determining the amount of the special assessment, the Apartments, and the Apartment Owners responsible therefor, the Board of Governors of the Association shall, within the time determined for the payment of said assessment, immediately levy such assessment and the funds received shall be delivered to the Trustee and disbursed as provided in the preceding paragraph. In the event two-thirds (2/3) of the class of members of the Association of this Condominium are opposed to the special assessment, the alternative shall be a vote for the termination of this Condominium as provided in Article XXVIII. Upon such event the insurance proceeds shall be disbursed as follows: The Insurance Trustee shall divide the insurance proceeds into shares equal to the shares set forth in Article VII of the Declaration and

SEE 5546 PAGE 701

shall promptly pay each share jointly to the Owners and Mortgagees of record of each Apartment as their interests may appear. In making distribution to the Apartment Owners and the mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Apartment Owners and their respective mortgagees. It is the intention of the foregoing that the proceeds of insurance shall be distributed regardless of whether there is a vote for termination so long as two-thirds (2/3) are opposed to the special assessment.

4. In the event, after complete repair and reconstruction and after the Insurance Trustee's fee has been paid, funds remain in the hands of the Insurance Trustee, such funds shall be disbursed in accordance with the provisions just above set forth with regard to the distribution of insurance proceeds upon termination. However, it shall be presumed that the first moneys disbursed in payment of repair, replacement, and reconstruction shall be from insurance proceeds; if there is a balance in the fund held by the Insurance Trustee after payment of all costs of repair, restoration, and reconstruction and after payment of any and all Trustee's fees and expenses, such balance shall be distributed to the Apartment Owners in proportion with their contributions.

5. In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment or any other manner within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan. Further all covenants contained herein for the benefit of any mortgagee of an Apartment may be enforced by an approved first mortgagee.

6. Any repair, rebuilding, or reconstruction shall be substantially in accordance with the architectural plans and specifications for the original building, or as the building was last constructed, or according to plans approved by the Board of Governors of the Association. Any material or substantial change from the foregoing architectural plans and specifications shall require approval by the institutional first mortgagee holding the highest dollar indebtedness on Apartments in the Condominium Property.

XX - PROHIBITION OF FURTHER SUBDIVISION

The space within any of the Apartments, Common Elements and Limited Common Elements shall not be further subdivided. Any instrument, whether a conveyance, mortgage, or otherwise, which describes only a portion of the space within any Apartment shall be deemed to describe the entire Apartment owned by the person executing such instrument, and the interest in the Common Elements appurtenant thereto.

XXI SEVERABILITY

If any provision of this Declaration or of any of the Condominium Documents or the Act is held invalid, the validity of the remainder of this Declaration, or the Condominium Documents or of the Act shall not be affected.

REF 5546 REE 702

XXII - INTERPRETATION

A. Article and paragraph titles inserted throughout this Declaration are intended only as a matter of convenience and for reference, and in no way define, limit, or in any way affect this Declaration or the contents of the material contained in Articles and paragraphs.

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

C. As used herein the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association as described in the Articles and By-Laws whether or not that person participates in the Association as a member.

D. In the event any Court should hereafter determine any provisions as originally drafted herein in violation against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead, shall be reduced to the maximum period allowed under such rule of law, and for such purpose, measuring lives shall be those of the incorporators of the Association.

XXIII - REMEDIES FOR VIOLATION

Each Apartment Owner shall be governed by and shall comply with the Act, this Declaration and all of the Condominium Documents as they may exist from time to time. Failure to do so shall entitle the Association, or any Apartment Owner, or any approved first mortgage holding a mortgage encumbering any Apartment or the lessor under the Long Term Lease and Recreation Sub-Lease to recover any sums due for damages or injunctive relief, or both. Such actions may be maintained by the Association or in a proper case by an aggrieved Apartment Owner, or by such approved first mortgage or the lessor under the Long Term Lease and Recreation Sub-Lease. Such relief shall not be exclusive of other remedies provided by law. The failure to promptly enforce any of the provisions of the Condominium Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of an Apartment Owner to comply with the terms of the Condominium Documents the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

XXIV - PROVISIONS FOR ALTERATION OF
APARTMENTS BY DEVELOPER AND
PROVISIONS FOR AMENDMENTS BY MEMBERS' VOTE

A. Alteration of Apartment by Developer

1. Developer reserves the right to change the interior design and arrangement of all Apartments, and to alter the boundaries between Apartments, so long as Developer owns the Apartments so altered. No such change shall increase the number of Apartments nor alter the boundaries of the Common Elements without amendment of this Declaration by approval of the Association, Apartment Owners, and owners of approved first mortgages in the manner elsewhere provided. If Developer shall make any changes in Apartments so authorized, such changes shall be reflected by an amendment to this Declaration. If more than one Apartment is concerned, the Developer shall apportion between the Apartments the shares in the Common Elements which are appurtenant to the Apartments concerned.

REF 5546 PAGE 703

2. An amendment of this Declaration reflecting such alteration of Apartment plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, other Apartment Owners, or lienors or mortgagees of other Apartments or of the Condominium, whether or not elsewhere required for an amendment; provided, however, the foregoing right shall not change the percentage of Apartment Owner's proportionate share of the Common Expenses or surplus or voting rights, unless consented to, in writing, by such unit owner and any approved first mortgagee holding a mortgage on said Apartment.

B. Amendment to Declaration by Members

1. No amendment shall change an Apartment's proportionate share of the Common Expenses or common surplus, nor the voting rights pertinent to any Apartment, unless all of the record owners thereof, and all of the record owners of any approved first mortgage lien thereon, shall consent thereto and join in the execution of such amendment and provided, further, that the said amendment shall be voted on, and evidenced and recorded in the same manner as all other amendments to this Declaration.

2. No amendment shall be passed which shall impair or prejudice the rights or priorities of the Developer, any approved mortgagee or impair or prejudice the security and rights of the Lessor under the Long Term Lease and the Recreation Sub-Lease. No amendment shall change the provisions of this Declaration with respect to approved first mortgagees or the Lessor under the Long Term Lease and the Recreation Sub-Lease without the specific written approval of all such approved first mortgagees of record and the Lessor under the Long Term Lease and the Recreation Sub-Lease.

3. Except as to the matters described in sub-paragraphs 1 and 2 of this paragraph B of this Article, this Declaration may be amended at any regular or special meeting of the Apartment Owners in this Condominium, called in accordance with the By-laws as to the class applicable thereto, by the affirmative vote of the owners of seventy-five percent (75%) or more Apartments. Such amendment shall be evidenced by a certificate executed and recorded in accordance with the Act, and which said certificate shall be signed and acknowledged by any two officers of the Association. A true copy of all such amendments shall be sent certified mail (the "mailing") by the Association to the Lessor under the Long Term Lease and to all approved first mortgagees. Thereupon, this certificate shall become effective upon its being recorded amongst the Public Records of Broward County, Florida, but shall not be so recorded until thirty (30) days after its mailing.

**XXV - RIGHT OF DEVELOPER TO SELL OR
LEASE UNITS OWNED BY IT FREE OF RESTRICTIONS
SET FORTH IN ARTICLE XV**

So long as Developer shall own any Apartment whether by reacquisition or otherwise, the Developer shall have the absolute right to lease, sell or mortgage any such Apartment to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and as to the lease, sale

or mortgage of any unit by the Developer, the rights of notice and consent herein granted to the Association in Article XIV of this Declaration shall not be operative or effective in any manner. This provision of the Declaration may not be suspended or superseded by any amendment unless consented thereto, in writing, by the Developer. Developer shall have the right to transact on the Condominium Property any business necessary to consummate sale of Apartments, including but not limited to the right to maintain models, have signs, employees in the office, use the Common Elements and Recreation Land and to show Apartments, and may assign this commercial usage right to such other persons or entities as it may choose. A sales office, signs, and all items pertaining to sales shall not be considered Common Property and shall remain the property of the Developer.

XXVI - ASSOCIATION TO ACQUIRE AND ENTER INTO AGREEMENTS

The Association has entered into a Recreation Sub-lease Agreement attached hereto and made a part hereof, which is a document contemplated by Section 711.121 of the Act on behalf of and for the benefit of this Condominium. Under the Recreation Sub-lease Agreement, the Association has acquired possessory and use interests in certain real property and improvements described therein, which are intended for the enjoyment, recreation or other use and benefit of Apartment Owners in this and other Phase One Club Condominiums and owners of portions of real property located within Parcel 8 of Oriole Golf & Tennis Club Section I according to the plat thereof recorded in Plat Book 75, Page 34 of the Public Records of Broward County, Florida. The expenses of operating the Recreation Land, including the taxes, insurance, repair and maintenance of the facilities located thereon, are Common Expenses.

XXVII - ORIOLE CONDOMINIUM ONE CLUB, INC.

Developer has caused to be incorporated Oriole Condominium One Club, Inc., a Florida Corporation Not-for-Profit, ("The Club"). The Association is a member of The Club, subject to all provisions of the Articles of Incorporation, By-Laws, and all actions duly promulgated by the Board of Directors of The Club. The Board of Governors of the Association shall designate a person or firm for the purpose of representation at the membership meetings of The Club. This condominium and its members shall be bound by the actions duly promulgated by the members and Board of Directors of The Club, and the Association shall collect from the owners of Apartments any assessments levied by the Club. Nothing herein contained shall limit the power of the Association to become and to continue to be a member or deal with, any association, corporation, or other entity, as may be provided in the Articles of Incorporation of the Association.

XXVIII - TERMINATION

A. Termination after Casualty loss

In the event two-thirds (2/3) of the members of this condominium are opposed to the special assessment contemplated by Article XIX then a vote shall be taken for termination. Such vote shall result in the termination of this Condominium, if two-thirds (2/3) of the members shall vote in favor of such termination.

B. Termination in General

Except in the event of this Declaration and the Plan of Condominium Ownership established herein being terminated as hereinbefore provided, this Declaration and said Plan of Condominium Ownership may only be otherwise terminated by the unanimous consent of all of the owners of all Apartments herein and all of the parties holding approved first mortgages upon any of said Apartments; in which event, the termination of the Condominium shall be by such plan as may be then adopted by said owners and parties holding any such mortgages. Such election to terminate this Declaration and the Plan of Condominium Ownership established herein shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the Public Records of Broward County, Florida.

C. Results of Termination

In the event of termination, the Condominium Property shall be removed from the provisions of the Act, and the Condominium Property shall be deemed to be owned in common by the Apartment Owners. Each Apartment Owner, to the extent he owns the Condominium Property in common, shall continue to be responsible for the rent under the Recreation Sub-Lease and his pro-rata share of the operating expenses and the lien rights of the lessor under the long Term Lease and Recreation Sub-Lease shall run with the Condominium Property.

IN WITNESS WHEREOF Oriole Homes Corp. have caused these presents to be signed in its name by its President and its corporate seal affixed and attested to by its Assistant Secretary, this 30th day of November, 1973.

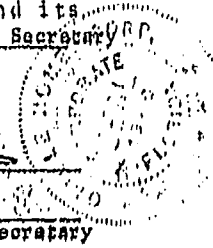
WITNESSES:

Barney Adelle Newell
Karlin Jankelstein

ORIOLE HOMES CORP.

By: E. E. Hubelman, President

Attest: A. Nunez, Assistant Secretary
(SEAL)



STATE OF FLORIDA)
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 E. E. Hubelman and A. Nunez, to me known to be the persons described as President and Assistant Secretary respectively, of ORIOLE HOMES CORP, and who acknowledged that they executed the foregoing Declaration of Condominium for the purposes therein set forth, and that the seal affixed thereto is the true corporate seal of said corporation,

WITNESS my hand and official seal in the County and State named above this 30th day of November, 1973.



Barney Adelle Newell
Notary Seal

My Commission Expires: March 14, 1977

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EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
OF
ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM ONE G
LEGAL DESCRIPTION

A portion of Parcel 8, ORIOLE GOLF AND TENNIS CLUB SECTION ONE, as recorded in Plat Book 75, Page 34, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northwest corner of said Parcel 8; thence South 7°38'06" West along the West line of said Parcel 8, a distance of 86.00 foot to the Point of Beginning; thence continuing South 7°38'06" West along the said West line, a distance of 290.34 foot; thence South 19°58'27" West along the said West line of Parcel 8, a distance of 91.03 foot; thence South 70°01'33" East, a distance of 87.33 foot; thence North 20°19'04" East, a distance of 200.80 foot to a Reference Point "F" and a point of curve; thence North-easterly along a curve to the right with a radius of 35 foot and a central angle of 37°50'55", an arc distance of 23.12 foot; thence North 0°19'04" East, a distance of 188.30 foot; thence North 84°45'46" West, a distance of 97.83 foot to the Point of Beginning; TOGETHER WITH a portion of said Parcel 8, more fully described as follows:

Commencing at the aforementioned Reference Point "F"; thence South 69°40'56" East, a distance of 26 foot; thence South 20°19'04" West, a distance of 46.67 foot to the Point of Beginning; thence continuing South 20°19'04" West, a distance of 171.03 foot; thence South 9°58'27" West, a distance of 40.77 foot; thence North 84°57'45" East, a distance of 63 foot; thence North 5°02'15" West, a distance of 33 foot; thence North 84°57'45" East, a distance of 10.68 foot; thence North 5°02'15" West, a distance of 33 foot; thence North 12°39'11" East, a distance of 121.01 foot; thence North 69°40'56" West, a distance of 29.50 foot to the Point of Beginning.

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REF 5546 CASE 708

NOTICE TO CONTRACTORS:
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND THE STATE DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND THE STATE DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND THE STATE DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY.

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LAND USE MAP	
SECTION 15	SCALE 1"=40'
SECTION 16	SCALE 1"=40'
SECTION 17	SCALE 1"=40'
SECTION 18	SCALE 1"=40'

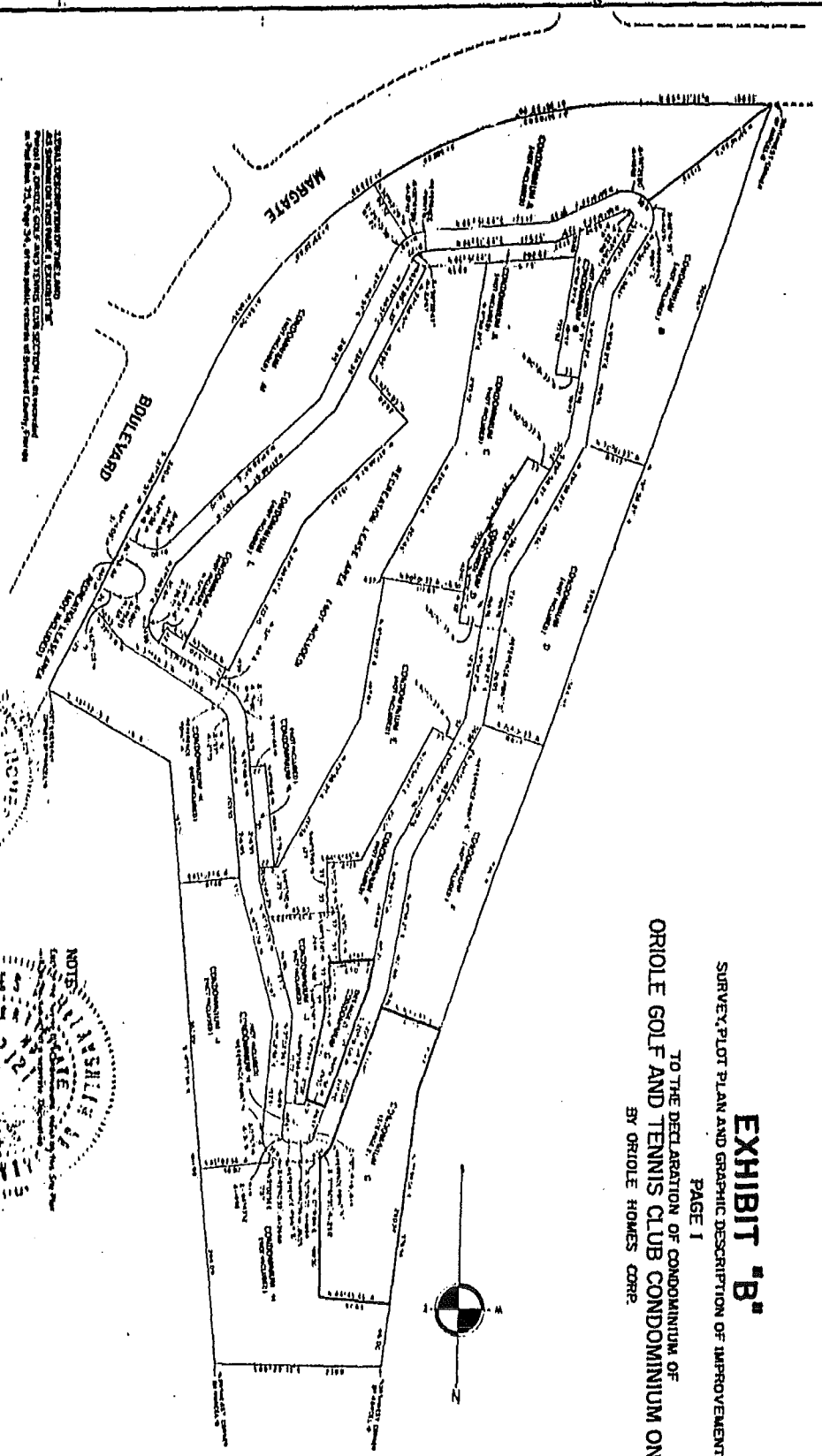
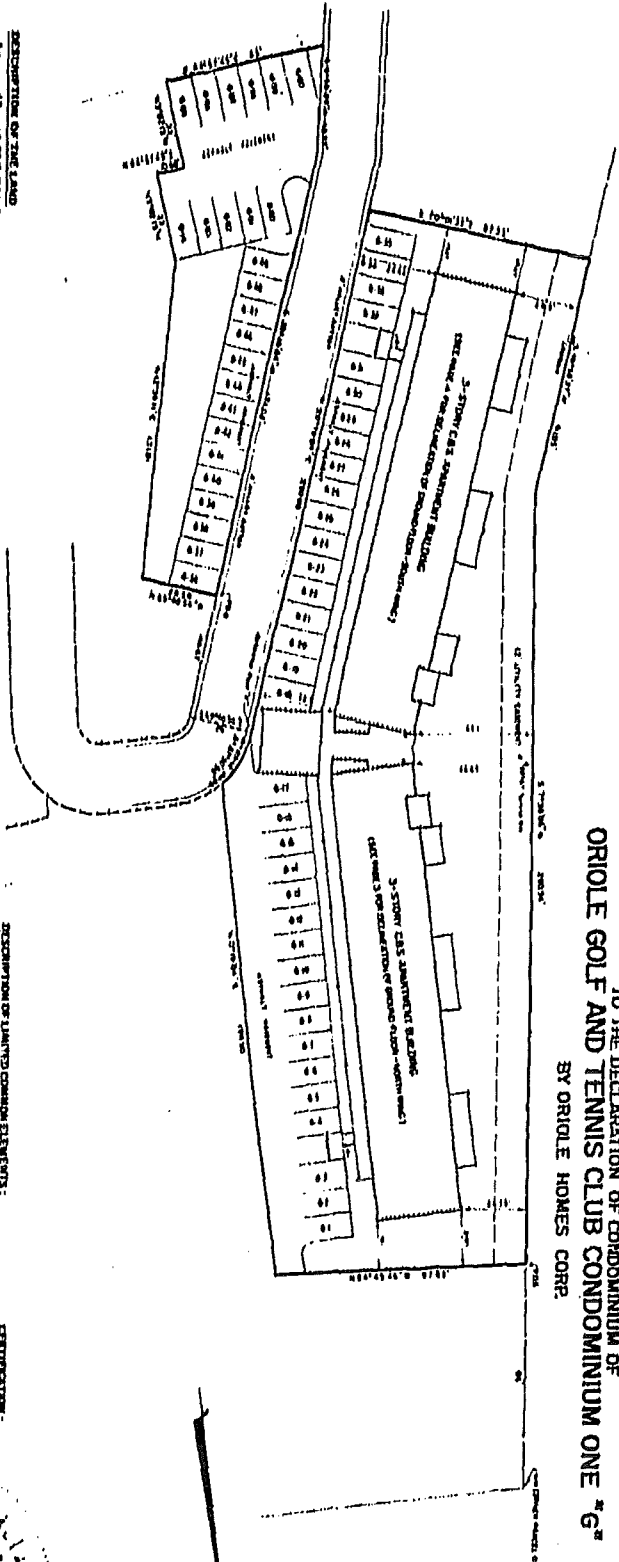


EXHIBIT "B"
 SURVEY PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS
 PAGE 1
 TO THE DECLARATION OF CONDOMINIUM OF
ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM ONE "G"
 BY ORIOLE HOMES CORP.

EXHIBIT "B"
 SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS
 PAGE 2
 TO THE DECLARATION OF CONDOMINIUM OF
ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM ONE "G"
 BY ORIOLE HOMES CORP.



SEE 5546 PAGE 709

DESCRIPTION OF THE LAND

A certain parcel of land in the City of Detroit, Michigan, known as Parcel 1, located in the City of Detroit, Michigan, bounded by the following streets: [Detailed description of the parcel boundaries and dimensions follows in a similar pattern to the provided text.]

DESCRIPTION OF LIMITED COMMON ELEMENTS:

The [Detailed description of limited common elements follows.]

CERTIFICATION:

I, the undersigned, a duly licensed Professional Engineer, do hereby certify that the above description of the land and improvements thereon is true and correct to the best of my knowledge and belief, and that I am a duly licensed Professional Engineer in the State of Michigan.

STATEMENT OF OWNER:

I, the undersigned, do hereby certify that the above description of the land and improvements thereon is true and correct to the best of my knowledge and belief, and that I am the owner of the land and improvements thereon.

ORIOLE HOMES CORP.
[Signature]

ENGINEER'S SEAL

REGISTERED PROFESSIONAL ENGINEER

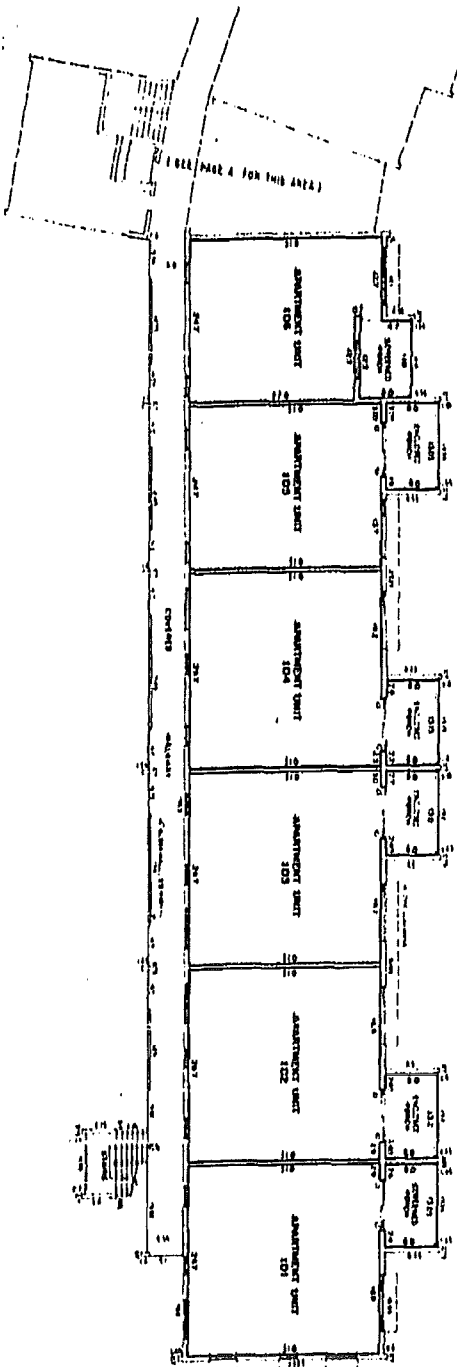
MICHIGAN ENGINEERING CO.

1500 W. WASHINGTON ST. DETROIT, MI 48226

EXPIRES 12/31/20

SITE PLAN

EXHIBIT "B"
 SURVEY PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS
 PAGE 3
 TO THE DECLARATION OF CONDOMINIUM OF
ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM ONE "G"
 BY ORIOLE HOMES CORP.



DESCRIPTION OF UNIT 101 (Apartment 101)
 This is a description of the apartment unit located on the ground floor of the building, bounded by the walls, ceiling, and floor. The unit is approximately 10.00 feet wide and 12.00 feet deep. It includes a living area, a dining area, a kitchen, a bathroom, and a bedroom. The unit is finished with carpeting, wall-to-wall paper, and a drop ceiling. The unit is to be owned and occupied by the owner of the unit.

DESCRIPTION OF UNIT 102 (Apartment 102)
 This is a description of the apartment unit located on the ground floor of the building, bounded by the walls, ceiling, and floor. The unit is approximately 10.00 feet wide and 12.00 feet deep. It includes a living area, a dining area, a kitchen, a bathroom, and a bedroom. The unit is finished with carpeting, wall-to-wall paper, and a drop ceiling. The unit is to be owned and occupied by the owner of the unit.

DESCRIPTION OF UNIT 103 (Apartment 103)
 This is a description of the apartment unit located on the ground floor of the building, bounded by the walls, ceiling, and floor. The unit is approximately 10.00 feet wide and 12.00 feet deep. It includes a living area, a dining area, a kitchen, a bathroom, and a bedroom. The unit is finished with carpeting, wall-to-wall paper, and a drop ceiling. The unit is to be owned and occupied by the owner of the unit.

DESCRIPTION OF UNIT 104 (Apartment 104)
 This is a description of the apartment unit located on the ground floor of the building, bounded by the walls, ceiling, and floor. The unit is approximately 10.00 feet wide and 12.00 feet deep. It includes a living area, a dining area, a kitchen, a bathroom, and a bedroom. The unit is finished with carpeting, wall-to-wall paper, and a drop ceiling. The unit is to be owned and occupied by the owner of the unit.

DESCRIPTION OF UNIT 105 (Apartment 105)
 This is a description of the apartment unit located on the ground floor of the building, bounded by the walls, ceiling, and floor. The unit is approximately 10.00 feet wide and 12.00 feet deep. It includes a living area, a dining area, a kitchen, a bathroom, and a bedroom. The unit is finished with carpeting, wall-to-wall paper, and a drop ceiling. The unit is to be owned and occupied by the owner of the unit.

DESCRIPTION OF UNIT 106 (Apartment 106)
 This is a description of the apartment unit located on the ground floor of the building, bounded by the walls, ceiling, and floor. The unit is approximately 10.00 feet wide and 12.00 feet deep. It includes a living area, a dining area, a kitchen, a bathroom, and a bedroom. The unit is finished with carpeting, wall-to-wall paper, and a drop ceiling. The unit is to be owned and occupied by the owner of the unit.

DESCRIPTION OF COMMON ELEMENTS:

1. All land and improvements located within the boundaries of the site and owned by the owner of the site.

2. All improvements located within the boundaries of the site and owned by the owner of the site.

3. All improvements located within the boundaries of the site and owned by the owner of the site.

DESCRIPTION OF OWNERS:

ORIOLE HOMES CORP.

GROUND FLOOR PLAN (NORTH WINGS)

SCALE: 1"=8'-0"

DATE: 11-27-73

DRAWN BY: [Signature]

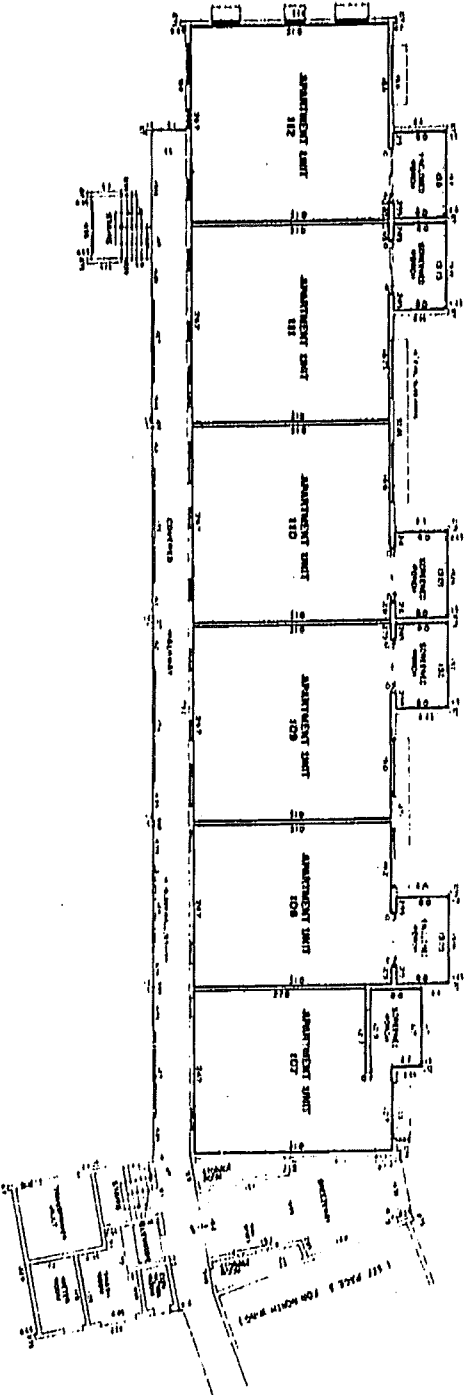
CHECKED BY: [Signature]

APPROVED BY: [Signature]

ORIOLE HOMES CORP.

SEE 5546 PAGE 710

EXHIBIT "B"
 SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS
 TO THE DECLARATION OF CONDOMINIUM OF
 ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM ONE "G"
 BY ORIOLE HOMES CORP.



DESCRIPTION OF LAND:
 The property is located in the City of Baltimore, Maryland, and is bounded on the north by the Oriole Golf and Tennis Club Condominium One "G", on the east by the Oriole Golf and Tennis Club Condominium One "G", on the south by the Oriole Golf and Tennis Club Condominium One "G", and on the west by the Oriole Golf and Tennis Club Condominium One "G". The total area of the property is approximately 10,000 square feet.

DESCRIPTION OF UNITS:
 The property is divided into seven (7) separate units, each of which is a separate and distinct unit. The units are described as follows:
 1. Apartment Unit 101: Located at the north end of the building, containing approximately 1,000 square feet of space.
 2. Apartment Unit 102: Located south of Unit 101, containing approximately 1,000 square feet of space.
 3. Apartment Unit 103: Located south of Unit 102, containing approximately 1,000 square feet of space.
 4. Apartment Unit 104: Located south of Unit 103, containing approximately 1,000 square feet of space.
 5. Apartment Unit 105: Located south of Unit 104, containing approximately 1,000 square feet of space.
 6. Apartment Unit 106: Located south of Unit 105, containing approximately 1,000 square feet of space.
 7. Apartment Unit 107: Located at the south end of the building, containing approximately 1,000 square feet of space.

DESCRIPTION OF COMMON ELEMENTS:
 The common elements of the property include the following:
 1. The exterior walls and roof of the building.
 2. The structural framework of the building, including the foundation, columns, and beams.
 3. The exterior doors and windows of the building.
 4. The common areas, including the hallways, stairs, and utility areas.
 5. The parking area and any other areas used in common by the owners of the units.

EXHIBIT:
 This survey, plot plan and graphic description of improvements is a part of the Declaration of Condominium of Oriole Golf and Tennis Club Condominium One "G", and is intended to be read in conjunction with the Declaration of Condominium of Oriole Golf and Tennis Club Condominium One "G".

STATEMENT OF OWNER:
 I, the undersigned, being the owner of the property described herein, do hereby certify that the above is a true and correct copy of the Declaration of Condominium of Oriole Golf and Tennis Club Condominium One "G", and that the same has been filed for record in the Office of the Clerk of the Circuit Court for the City and County of Baltimore, Maryland.

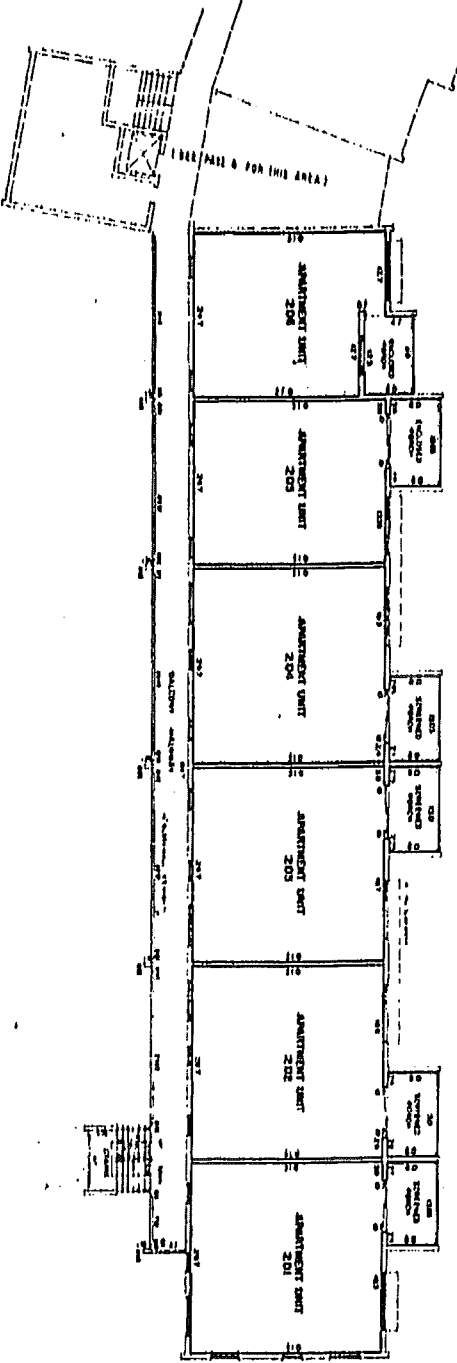
By: *[Signature]*
 Oriole Homes Corp.

**GROUND FLOOR PLAN
 (SOUTH WING)**

SCALE: AS SHOWN

EXHIBIT 'B'

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS
PAGE 5
TO THE DECLARATION OF CONDOMINIUM OF
ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM ONE "G"
BY ORIOLE HOMES CORP.



DESCRIPTION OF UNIT 206:
This unit is a rectangular area bounded by the West Wall of the Building, the East Wall of the Building, the North Wall of the Building, and the South Wall of the Building. It is approximately 10.00 feet wide and 10.00 feet deep. It includes a living area, a kitchen, a bathroom, a bedroom, and a closet. The unit is located on the second floor of the building.

DESCRIPTION OF UNIT 205:
This unit is a rectangular area bounded by the West Wall of the Building, the East Wall of the Building, the North Wall of the Building, and the South Wall of the Building. It is approximately 10.00 feet wide and 10.00 feet deep. It includes a living area, a kitchen, a bathroom, a bedroom, and a closet. The unit is located on the second floor of the building.

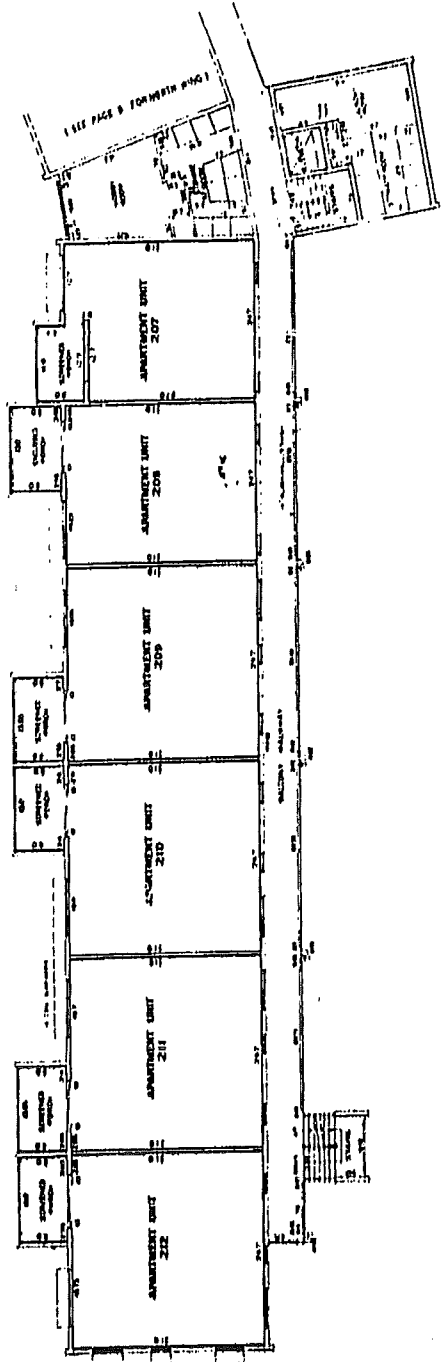
DESCRIPTION OF UNIT 204:
This unit is a rectangular area bounded by the West Wall of the Building, the East Wall of the Building, the North Wall of the Building, and the South Wall of the Building. It is approximately 10.00 feet wide and 10.00 feet deep. It includes a living area, a kitchen, a bathroom, a bedroom, and a closet. The unit is located on the second floor of the building.

DESCRIPTION OF UNIT 203:
This unit is a rectangular area bounded by the West Wall of the Building, the East Wall of the Building, the North Wall of the Building, and the South Wall of the Building. It is approximately 10.00 feet wide and 10.00 feet deep. It includes a living area, a kitchen, a bathroom, a bedroom, and a closet. The unit is located on the second floor of the building.

NOTES:
1. These drawings have been prepared from site and survey data.
2. The Surveyor is not responsible for the accuracy of the survey data.
3. The Surveyor is not responsible for the accuracy of the building data.
4. The Surveyor is not responsible for the accuracy of the title data.
5. The Surveyor is not responsible for the accuracy of the zoning data.
6. The Surveyor is not responsible for the accuracy of the other data.

SECOND FLOOR PLAN (NORTH WINGS)
NATIONAL DEVELOPMENT COMPANY
2401 WALNUT STREET
PHILADELPHIA, PENNSYLVANIA
SCALE: 1" = 8'
DRAWN: J.E.S.
CHECKED: J.E.S.
DATE: 5-1-88

EXHIBIT "B"
 SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS
 PAGE 6
 TO THE DECLARATION OF CONDOMINIUM OF
ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM ONE "G"
 BY ORIOLE HOMES CORP.



DESCRIPTION OF THE LAND
 The land is located in the County of Orange, State of Florida, and is more particularly described as follows: ...

DESCRIPTION OF UNITS (Apartments 1):
 1. Each unit is described as follows: ...
 2. The boundary lines of each unit are shown and described as follows: ...
 3. The area of each unit is as follows: ...
 4. Each unit shall have its own separate entrance to the building ...
 5. The units shall be used as single-family dwellings ...
 6. The units shall be used in accordance with the Florida Building Code ...

DESCRIPTION OF LIMITED COMMON ELEMENTS:
 There are designated and set apart certain portions of the building ...
 The limited common elements are as follows: ...

DESCRIPTION OF COMMON ELEMENTS:
 The common elements are those portions of the building ...
 The common elements are as follows: ...

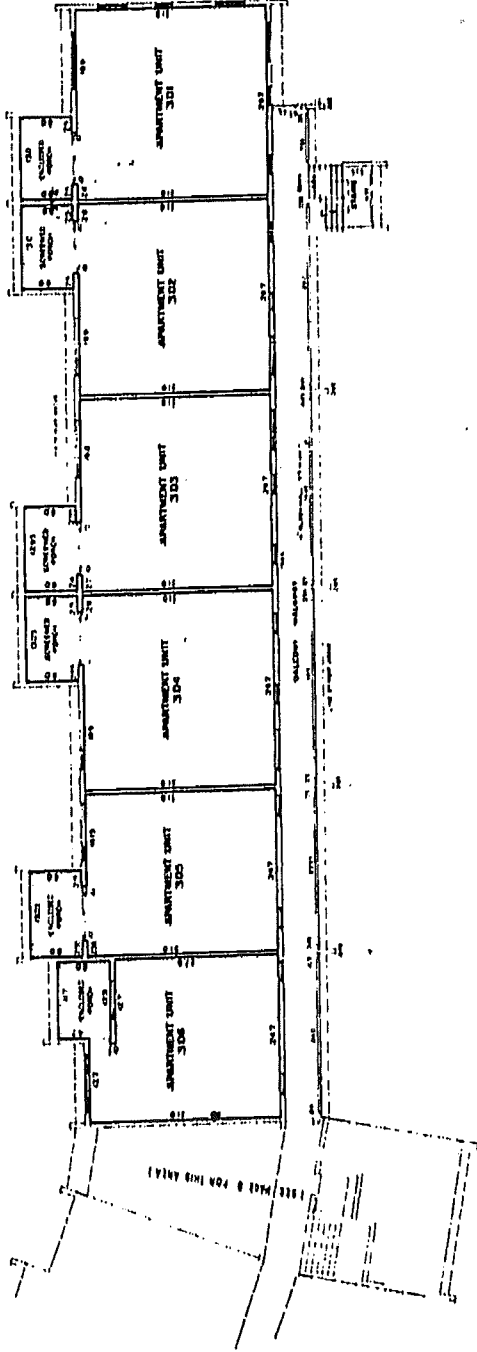
NOTES:
 1. The units are shown on the attached site plan ...
 2. The units are shown on the attached floor plan ...
 3. The units are shown on the attached section ...
 4. The units are shown on the attached elevation ...

**SECOND FLOOR PLAN
(SOUTH WING)**

REGISTERED PROFESSIONAL ENGINEER
 STATE OF FLORIDA
 No. 12345
 DATE: 10/15/2023
 PROJECT: ORIOLE HOMES CORP.
 12345 MAIN ST., SUITE 100
 ORLANDO, FLORIDA 32801

OFF 5546 PAGE 713

EXHIBIT "B"
 SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS
 PAGE 7
 TO THE DECLARATION OF CONDOMINIUM OF
ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM ONE "G"
 BY ORIOLE HOMES CORP.



DESCRIPTION OF THE LAND
 The land is located in the County of Orange, Florida, and is more particularly described as follows: ... (Detailed legal description of the land parcel, including acreage and location details.)

DESCRIPTION OF UNITS - (Paragraphs 1-5)
 1. Each unit is comprised of an apartment unit, ...
 2. The unit is bounded by the walls, ceiling and floor ...
 3. Each unit shall include the following: ...
 4. Each unit shall include the following: ...
 5. Each unit shall include the following: ...

DESCRIPTION OF LIMITED COMMON ELEMENTS:
 There are no limited common elements shown on this plan ... (Description of limited common elements, if any.)

DESCRIPTION OF COMMON ELEMENTS:
 1. All land and interests in this unit common to the ...
 2. All land and interests in this unit common to the ...
 3. All land and interests in this unit common to the ...

STATEMENT OF OWNER:
 I, the undersigned, being duly sworn, depose and say that ... (Statement of the owner regarding the accuracy of the plan and declaration.)

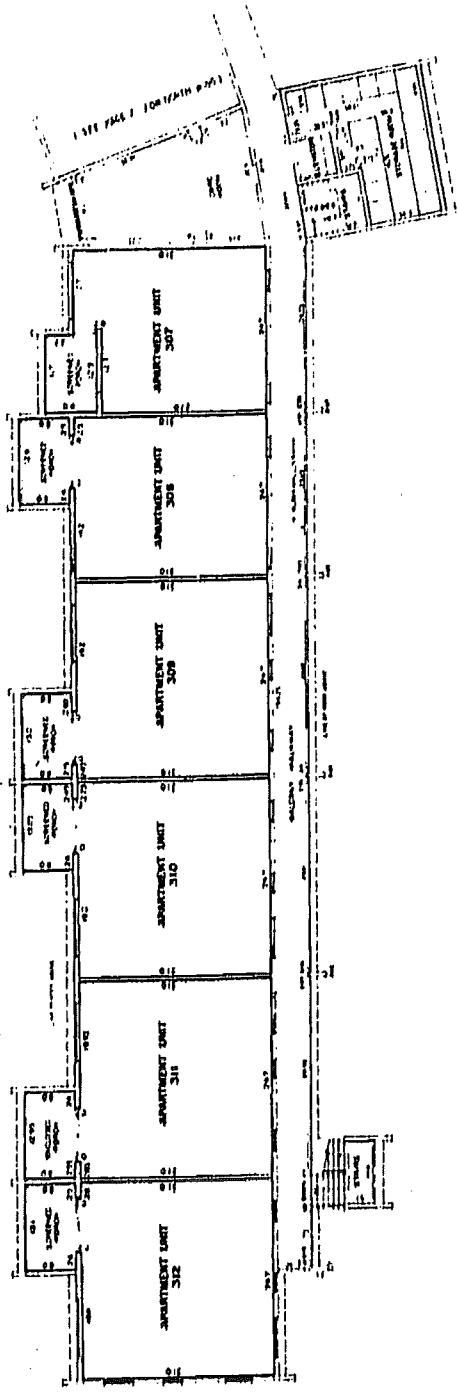


**THIRD FLOOR PLAN
 (NORTH WING)**

DEE 5546 PAGE 714

ORIOLE HOMES CORP.
 10000 W. BOULEVARD
 SUITE 100
 FORT LAUDERDALE, FLORIDA 33404

EXHIBIT "B"
 SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS
 PAGE 8
 TO THE DECLARATION OF CONDOMINIUM OF
ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM ONE "G"
 BY ORIOLE HOMES CORP.



DESCRIPTION OF UNITS:

1. Each unit is a separate and distinct unit which includes the walls, ceiling, floor, and fixtures.
2. The building is a multi-unit structure and each unit is a separate and distinct unit which includes the walls, ceiling, floor, and fixtures.
3. The units are located in the building and are separated by common walls, floors, and ceilings.
4. The units are located in the building and are separated by common walls, floors, and ceilings.

Common Areas of Apartment 307:
 Common Areas of Apartment 308:
 Common Areas of Apartment 309:
 Common Areas of Apartment 310:
 Common Areas of Apartment 311:
 Common Areas of Apartment 312:

DESCRIPTION OF COMMON ELEMENTS:

There are certain areas and structures which are common to all of the units in the building and are described as follows:

1. All areas and structures which are common to all of the units in the building.
2. All areas and structures which are common to all of the units in the building.
3. All areas and structures which are common to all of the units in the building.
4. All areas and structures which are common to all of the units in the building.

STATEMENT OF OWNER:

The owner of the building hereby certifies that the information contained herein is true and correct to the best of his knowledge and belief.

ORIOLE HOMES CORP.
 By: _____
 Title: _____

DESCRIPTION OF COMMON ELEMENTS:

1. All areas and structures which are common to all of the units in the building.
2. All areas and structures which are common to all of the units in the building.
3. All areas and structures which are common to all of the units in the building.
4. All areas and structures which are common to all of the units in the building.

STATEMENT OF OWNER:

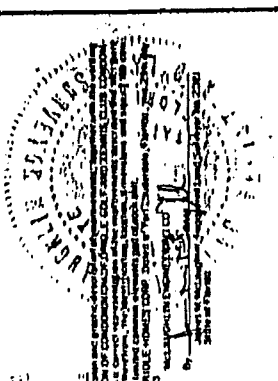
The owner of the building hereby certifies that the information contained herein is true and correct to the best of his knowledge and belief.

ORIOLE HOMES CORP.
 By: _____
 Title: _____

NOTES:

1. The owner of the building hereby certifies that the information contained herein is true and correct to the best of his knowledge and belief.

2. The owner of the building hereby certifies that the information contained herein is true and correct to the best of his knowledge and belief.



**THIRD FLOOR PLAN
 (SOUTH WING)**

ORIOLE HOMES CORP.
 10000 W. BOCA RATON BLVD.
 BOCA RATON, FL 33433
 561-366-1111

SEE 5546 PAGE 715

DECLARATION OF CONDOMINIUM OF
 CONDOMINIUM G OF ORIOLE GOLF & TENNIS CLUB ONE

EXHIBIT C

<u>Apartment Number</u>	<u>Type</u>	<u>Share of Common Elements, Common Surplus, and Common Expense</u>
107, 207, 307, 106, 206, 306	A	.023214 each apt.
105, 205, 305 108, 208, 308	B	.025107 each apt.
101, 102, 103, 104, 109, 110, 111, 112, 202, 203, 204, 209, 210, 211	C	.029586 each apt.
201, 212, 301, 302, 303, 304, 309, 310, 311, 312	C	.029587 each apt.
36 Apartments		1.00 or 100%

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DECLARATION OF CONDOMINIUM OF
CONDOMINIUM G OF ORIOLE GOLF & TENNIS CLUB ONE

EXHIBIT D

<u>Apartment Type</u>	<u>Interim Assessments Quarterly</u>
A	\$67.14
B	\$72.60
C	\$85.44

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ARTICLES OF INCORPORATION

OF

ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE G ASSOCIATION, INC.

(A corporation not for profit)

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

ARTICLE I

NAME

The name of this corporation shall be ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE G ASSOCIATION, INC. For convenience, the Corporation shall be herein referred to as the "Association", whose present address is, 450 N. W. 65th Terrace, Margate, Florida, 33063.

FILED
MAY 14 3 05 PM '93
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE II

PURPOSE

The purpose for which this corporation is organized is the operation and management of a condominium apartment building to be located within Parcel 8 of "Oriole Golf & Tennis Club Section 1" according to the plat thereof recorded in Plat Book 75, Page 34, of the Public Records of Broward County, Florida, and which is to be established in accordance with Chapter 711, Florida Statutes (the "Condominium Act").

And, further, to undertake the performance of, and to carry out the acts and duties incident to the administration of the operation and management of the Condominium in accordance with the terms, provisions, conditions and authorizations contained

EXHIBIT TO DECLARATION OF CONDOMINIUM
OF ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM ONE G
HUBBARD, HUBBARD, HUBBARD, HUBBARD & HUBBARD, ATTORNEYS AT LAW, 600 N. E. BOYD AVENUE, FORT LAUDERDALE, FLORIDA

TRUE COPY

REF 5546 PAGE 718

In these Articles of Incorporation and which may be contained in the Declaration of Condominium (the "Declaration") which will be recorded amongst the Public Records of Broward County, Florida, at the time the just described real property, and the improvements thereon, are submitted to a plan of condominium ownership and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Condominium.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation-not-for-profit which are not in conflict with the terms of these Articles, the Declaration, the By-Laws and the Condominium Act.

2. The Association shall have all of the powers of condominium associations under and pursuant to The Condominium Act, and shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to, the following:

A. to make, establish and enforce reasonable rules and regulations governing the use of condominium units ("apartments"), common elements, limited common elements and condominium property as said terms may be defined in each Declaration;

B. to make, levy and collect assessments against apartment owners of the Condominium; to provide the funds to pay for common expenses of the Condominium as is provided in each Declaration, the By-laws, and the Condominium Act; and, to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association;

C. to maintain, repair, replace and operate the condominium property, specifically including all portions of the condominium property to which the Association has the right and power to maintain, repair, replace and operate in accordance with each Declaration, the By-Laws, and the Condominium Act;

D. to reconstruct improvements within the condominium property in the event of casualty or other loss;

E. to maintain, repair, replace and pay the obligations set forth in the Recreation Sub-Lease Agreement referred to as such in the Declaration or any other Agreements contemplated by the Declaration under Section 711.121 of the Condominium Act and to collect any rent or other fees and expenses due thereunder;

F. to enforce by legal means the provisions of each Declaration, the By-Laws, the Rules and Regulations and all documents referred to in the Declaration, the By-Laws and these Articles of Incorporation;

G. to contract for the management of the condominium property and to delegate to such contractors all powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Governors or the unit owners of this Association.

H. to become and continue to be a member of Oriole Condominium One Club, Inc., a Florida corporation-not-for-profit, and such other corporations-not-for-profit with which the Association may have mutual interests and to perform the functions and discharge the duties incumbent upon any such membership; and to delegate to the persons or entities selected by the Board of Governors of the Association the functions of representing this Association at the membership meetings of Oriole Condominium One Club, Inc., and such other corporations of which it may become a member; and to collect and transmit to Oriole Condominium One Club, Inc. any assessments duly levied thereby.

SEE 5546 PAGE 720

1. to deal with other condominium associations or representatives thereof on matters of mutual interest.

ARTICLE IV

MEMBERS

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

1. The owners of all apartments in the Condominium shall be members of this Association, and no other persons or entities shall be entitled to membership.

2. Membership shall be established by the acquisition of ownership of fee title to or fee interest in an apartment in the Condominium, whether by conveyance, devise, or judicial decree, and designating the unit affected thereby. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the apartment designated shall be terminated. The new owner shall deliver to the Association a true copy of such deed or instrument of acquisition of title.

3. The share of a member in the funds and assets of the Association, in its common elements and its common surplus, and membership in this Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit in the condominium.

4. Until the recordation of the Declaration, the membership of this Association shall be comprised of the subscribers to these Articles, and in the event of the resignation or termination of membership by voluntary agreement by any such subscriber, then the remaining subscribers may nominate and designate a successor subscriber. Each of these subscribers and their successors shall be entitled to cast one vote on all matters which the membership shall be entitled to vote.

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ARTICLE VTERM

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

ARTICLE VISUBSCRIBERS

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

<u>NAME</u>	<u>ADDRESS</u>
Elliott B. Barnett	900 N. E. 26 Avenue Fort Lauderdale, Florida 33304
Donald C. McGlosky	900 N. E. 26 Avenue Fort Lauderdale, Florida 33304
Harvey Kopelowitz	900 N. E. 26 Avenue Fort Lauderdale, Florida 33304

ARTICLE VIIOFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President, Secretary and Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Governors. The Board of Governors, or President, with the approval of the Board of Governors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation or management of this Association.

The Board of Governors shall elect the President, Secretary, and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Governors shall, from time to time determine. The President shall be elected from amongst the membership of the Board of Governors, but no other

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officer need be a Governor. The same person may hold two offices, the duties of which are not incompatible, provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE VIII

FIRST OFFICERS

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

President	E. E. Hubshman
Vice President	Conrad Williams
Secretary	Harry A. Levy
Treasurer	Antonio Ruzoz

ARTICLE IX

BOARD OF GOVERNORS

1. The number of members of the First Board of Governors (the "First Board") shall be Five (5).

2. The names and street addresses of the persons who are to serve as the First Board are as follows:

E. E. Hubshman	7777 Margate Boulevard Margate, Florida 33063
Conrad Williams	7777 Margate Boulevard Margate, Florida 33063
Harry A. Levy	7777 Margate Boulevard Margate, Florida 33063
Antonio Ruzoz	7777 Margate Boulevard Margate, Florida 33063
Jacob L. Friedman	7777 Margate Boulevard Margate, Florida 33063

3. The first election of Governors by the members of the Association shall not be held until after the Developer has

relinquished control of the Association as described in Section 4 of this Article IX. Thereafter, the election of Governors shall take place annually on the second Tuesday in the month of February of each year.

4. So long as Oriole Homes Corp. (the "Developer") or its successors and assigns, owns title to at least five (5) apartments in the Condominium or until February 1, 1974, whichever is the sooner to occur, it shall have the right to appoint, designate and elect all of the members of the First Board. The term "owns any apartment in the Condominium" shall not be deemed to include the reacquisition by the Developer of an apartment after it has conveyed title to an apartment. The Developer may, at any time, relinquish its right to appoint Governors and resign its Governorships. The Developers shall relinquish its right to appoint Governors and cause the First Board to resign at the time hereinabove described in the first sentence of this Section.

ARTICLE X

INDEMNIFICATION

Every Governor and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with the proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Governor or officer of the Association, or any settlement thereof, whether or not he is a Governor or officer at the time such expenses are incurred, except in such cases wherein the Governor or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Governors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all rights

SEE 5546 PAGE 724

of indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which such Governor or officer may be entitled by reason of law or otherwise.

ARTICLE XI

BY-LAWS

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

ARTICLE XII

AMENDMENTS

1. Prior to the time of the recordation of the Declaration these Articles of Incorporation may be amended by an instrument, in writing, signed by all of the subscribers to these Articles of Incorporation, or their successors, stating the Article Number and the manner of its amendment, and filed in the office of the Secretary of State of the State of Florida with a certified copy of each such amendment attached to these Articles of Incorporation upon its recordation with the Declaration.

2. After the filing of the Declaration these Articles of Incorporation may be amended in the following manner:

A. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which such proposed amendment is considered.

B. A resolution approving a proposed amendment may be proposed by either the Board of Governors or by the membership of the Association, and after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive such approval of the other. Such approval must be by seventy-five percent (75%) of the members of the Association; and such approval must be by two-thirds (2/3) of the members of the Board of Governors.

SEE 5546 PAGE 725

G. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in the Declarations.

H. A copy of each amendment shall be certified by the Secretary of State.

I. Notwithstanding the foregoing provisions of this Article XII, no amendment to these Articles which shall abridge, amend or alter the rights of the Developer to designate and select members of the Board as provided in Article IX hereof, may be adopted or become effective without the prior written consent of the Developer.

IN WITNESS WHEREOF, the subscribers have herunto affixed their signatures, this 22th day of November, 1973.

[Handwritten signatures of three individuals over horizontal lines]

STATE OF FLORIDA)
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 ELLIOTT B. BARNETT, DONALD C. McCLOSKEY and HARVEY G. KOPPELOWITZ, 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.

REF 5546 PAGE 726

IN WITNESS WHEREOF, the subscribers have herunto affixed
their signatures, this 8th day of November, 1973.

Valery Parnell
Notary Public

(Notary Seal)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 31, 1976
Bonded by American Fire & Casualty Co.

SEE 5546 PAGE 727

B Y - L A W S

O F

ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE-G ASSOCIATION, INC.

Section 1. Identity. These are the Bylaws of Oriole Golf & Tennis Club Condominium One-G Association, Inc., a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, (hereinafter referred to as the "Association"). The Association has been organized for the purpose of managing, operating, and administering a residential condominium apartment building on real property described as a portion of Parcel 3 of Oriole Golf & Tennis Club Section 1, according to the Plat thereof recorded in Plat Book 75, Page 34, of the Public Records of Broward County, Florida, (herein called the "Condominium") and more particularly described in the Declaration of Condominium (the "Declaration") to which a true copy of these By-laws will be attached and which will be recorded amongst the Public Records of Broward County, Florida when the Condominium is declared.

1.1 The office of the Association shall be for the present at 7777 Margate Boulevard, Margate, Florida, and thereafter may be located at any place in Broward County, Florida, designated by the Board of Governors.

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

1.3 The goal of the corporation shall bear the name of the corporation; the word "Florida"; the words "Corporation Not for Profit."

1.4 The provisions of these Bylaws shall be interpreted in accordance with the definitions and provisions of Chapter 711, Florida Statutes, The Condominium Act (the "Act"), the Declaration to which these Bylaws are attached, and the Articles of Incorporation of the Association (the "Articles").

1.5 The term "Developer" means Oriole Homes Corp., its successors and assigns.

Section 2. Membership; Members' Meetings; Voting and Proxies

2.1 The qualification of members, the manner of their admission to membership and the termination of such membership shall be set forth in Article IV of the Articles.

2.2 The First Annual Members Meeting shall be held at the office of the Association at 8:30 o'clock P.M. Eastern Standard Time, on the 2nd Wednesday in February of each year, commencing with the year 1974, for the purpose of hearing reports of the officers, electing members of the Board of Governors, (subject to the provisions of Article IX of the Articles) and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Thursday.

EXHIBIT TO DECLARATION OF
ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM ONE - G

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2.3 Special Meetings of the members shall be held at any place within the State of Florida whenever called by the President or Vice President or by a majority of the Board of Governors, and must be called by such officers upon receipt of a written request from one-third (1/3) of the entire membership.

2.4 Notice of all members' meetings stating the time and place within the State of Florida and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing as herein set forth. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed or delivered by hand not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing and/or service shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived by any member before, during or after meetings, by the signing of a document setting forth the waiver by such member or by the person entitled to vote pursuant to the certificate described in Article VIII B of each Declaration.

2.5 A secret written ballot shall be used upon demand by any member during the course of any vote upon any question during any Members Meeting.

2.6 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide any question brought before the meeting, unless the question is one upon which by expressed provision of the statutes, the Declaration, the Articles or of these Bylaws a different vote is required, in which case such express provision shall govern and control the required vote on the decision of such question.

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

2.8 The order of business at the annual members' meetings and, as far as practicable, at all other members' meetings shall be: (a) call of the roll and certifying of proxies; (b) proof of notice of meeting or waiver of notice; (c) reading and disposal of any unapproved minutes; (d) reports of officers; (e) reports of committees; (f) election of Governors in the manner provided for by these By-laws; (g) unfinished business; (h) new business; (i) adjournment.

2.9 Voting and Proxies. Voting rights shall be as stated in the Declaration. Such votes may be cast in person or by proxy. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

Section 3. Board of Governors.

3.1 The Board of Governors shall consist of not less than Five (5) persons as shall be determined from time to time by the members of the Board of Governors in accordance with the Articles.

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3.2 Election of Governors shall be conducted in the following manner:

[a] In accordance with the provisions of the Articles;

[b] Election of members of the Board of Governors shall be by a plurality of the votes cast at the annual meeting of the members of the Association;

[c] Vacancies in the Board of Governors shall be filled until the next annual meeting by the remaining Governors.

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

3.4 A Governor elected or appointed as provided in the Declaration may be removed from office upon the affirmative vote of two-thirds (2/3) of the apartment owners for any reason deemed by the apartment owners to be detrimental to the best interests of the Association provided, however, before any Governor is removed from office, he shall be notified in writing that a motion to remove him will be made prior to the meeting at which said motion is made, and such Governor shall be given an opportunity to be heard at such meeting, should he be present, prior to the vote on his removal. A Governor elected or appointed by the Developer may be removed by the Developer and his successor named by the Developer.

3.5 The organizational meeting of a newly elected Board of Governors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Governors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, providing a quorum shall be present.

3.6 Regular meetings of the Board of Governors may be held at such time and place as shall be determined from time to time by a majority of Governors. Notice of regular meetings shall be given to each Governor, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived.

3.7 Special meetings of the Governors may be called by the President or The Vice President and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board of Governors. Not less than three (3) days' notice, of the meeting shall be given personally or by mail, or telegraph, which notice shall state the time, place and purpose of the meeting.

3.8 Any Governor may walve notice of the meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.9 A quorum at the Governors' meeting shall consist of the Governors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the Board present at a meeting at which a quorum is present shall constitute the acts of the Board of Governors, except as specifically otherwise provided in the Declaration. If at any meeting of the Board of Governors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

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3.10 The presiding officer at Governors' meetings shall be the President. In the absence of the presiding officer, the Governors present shall designate any one of their number to preside.

3.11 Governors' fees, if any, shall be determined by the members.

3.12 The Board of Governors shall have the power to appoint an Executive Committee of the Board consisting of not less than Three (3) members of the Board of Governors. The Executive Committee shall have and exercise such powers of the Board of Governors during the period of time between regular meetings of the Board of Governors and such other powers of the Board of Governors as may be delegated to the Executive Committee of the Board.

Section 4. Powers and Duties of the Board of Governors
All of the powers and duties of the Association shall be exercised by the Board of Governors, including those existing under the Act, the Articles and the documents establishing the condominium. Such powers and duties of the Governors shall be exercised in accordance with the provisions of the Declaration, and shall include but not be limited to the following:

4.1 Make and collect assessments against members to defray the costs of the condominium;

4.2 To use the proceeds of assessments in the exercise of its powers and duties;

4.3 The maintenance, repair, replacement and operation of the condominium property;

4.4 The reconstruction of improvements after casualty and the further improvement of the property;

4.5 To make and amend regulations with respect to the use of the condominium property;

4.6 To approve or disapprove proposed purchasers, lessees, mortgagees of units and those acquiring units by gift, devise, or inheritance, or other transfers in accordance with the provisions set forth in the Declarations;

4.7 To enforce by legal means the provisions of the condominium documents including the Declaration, the Articles, these By-Laws, the Rules and Regulations, the Recreation Sub-League referred to herein and in the Declaration and the applicable provisions of the Act;

4.8 To enter into Management Agreements and contract for the maintenance and care of the condominium property and to delegate to such contractor all powers and duties of the Association except as are specifically required by the condominium documents to have approval by the Board of Governors or the membership of the Association;

4.9 To pay taxes and assessments which are liens against any property of the condominium other than the individual units and the appurtenances thereto, and to assess the same against the units subject to such liens;

4.10 To purchase and carry insurance for the protection of unit owners and the Association against casualty and liability;

4.11 To pay the cost of all power, water, sewer and other utilities services rendered to the condominium and not billed to owners of individual units;

4.12 To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of this Association.

Section 5. Officers.

5.1 Executive officers of the corporation shall be a President, who shall be a Governor, a Vice President, a Treasurer, and a Secretary and, may include several Vice Presidents, an Assistant Treasurer, and an Assistant Secretary, all of whom shall all be elected annually by the Board of Governors and who may be promptly removed by vote of the Governors at any meeting. The Board of Governors shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association, including, but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall preside at all meetings of the members of the Board.

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

5.4 The Secretary shall keep the minutes of all proceedings of the governors and the members. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of an association as may be required by the Governors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

5.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidence of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of Treasurer. The Assistant Treasurer if any shall assist The Treasurer.

5.6 The compensation, if any, of all officers and employees of the Association shall be fixed by the Governors. This provision shall not preclude the Board of Governors from employing a Governor as an employee of the Association or preclude the contracting with a Governor for the management of the condominium.

Section 6. Fiscal Management. The provisions for assessments and related matters set forth in the Declaration and the Articles, shall be supplemented by the following provisions:

6.1 Assessment Roll. An assessment roll shall be maintained and a set of accounting books in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners of each unit, the amount of each assessment against the owner, the dates and the amounts on which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

6.2 Budget.

(a) The Board of Governors shall adopt a budget for each calendar year which shall contain an itemization of the costs of performing the functions of the Association, including but not limited to the following items:

- (1) Common Expense Budget:
 - (i) Administration
 - (ii) Building Maintenance
 - (iii) Casualty and Liability Insurance
 - (iv) Electric
 - (v) Elevator Maintenance
 - (vi) Garbage Collection
 - (vii) Grounds Maintenance
 - (viii) Water and Sewer
 - (ix) Personnel
 - (x) Legal and Accounting
 - (xi) Parking Area Expenses
 - (xii) The share of the operating expenses applicable to the Condominiums under the Recreation Sub-lease.
 - (xiii) The assessments due to The Oriole Condominium One Club, Inc.
 - (xiv) The Board of Governors may determine and create a special fund for deferred assessments for repair.
- (2) Proposed assessments against each member;
- (3) Proposed special assessments against each member if any are anticipated;
- (4) The rent to be paid under the Recreation Sub-lease.

(b) Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January of the year for which the budget is made. If the budget subsequently is amended before the assessments are made then a copy of the amended budget shall be furnished to each member concerned.

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

6.4 An audit of the accounts of the Association shall be made annually by an auditor, accountant, or Certified Public Accountant and a copy of the report shall be furnished to each member not later than April 1st of the year following the year for which the report is made.

Section 7. Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of meetings of this Association when not in conflict with the Articles, these By-Laws, the Declaration or the Act.

Section 8. Association to Acquire and enter into Agreements

8.1 The Association has entered into a Recreation Sub-lease Agreement which is a document contemplated by Section 711.121 of the Act, whereby the Association will acquire possession and use interests in certain real property described therein which are intended for the enjoyment, recreation or other use

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and benefit of unit owners in the Condominium and owners of portions of real property located within parcel 8 of Oriole Golf & Tennis Club Section 1, according to the plat thereof recorded in Plat Book 75, Page 34, of the Public Records of Broward County, Florida. The expenses of operating the recreation area, including the taxes, insurance, repair and maintenance of the facilities located thereon, are Common Expenses.

Section 9. Amendments.

9.1 These Bylaws may be amended in the same manner as the Declaration may be amended and in accordance with the provisions of the Act.

9.2 A resolution adopting a proposed amendment must receive approval of a majority of the votes of the entire membership of the Board of Governors.

9.3 An amendment may be proposed by either the Board of Governors or by the membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other as above set forth; provided, however, that amendments to the Bylaws which the Board of Governors deem necessary by reason of the amendments contemplated by paragraph 9 of Article XXIII of the Declaration may be approved and become amendments to these By-Laws by resolution of the Board of Governors alone.

9.4 No modification or amendment to these By-Laws shall be adopted which would affect or impair the validity or priority of any approved mortgage or the security, validity, or lien rights of the Lessor under the Lease Agreement.

THE FOREGOING ARE THE BY-LAWS OF ORIOLE GOLF & TENNIS CLUB CONDOMINIUM OWNERS ASSOCIATION, INC. AND SHALL BE THE BY-LAWS OF THE CONDOMINIUM TO WHICH A TRUE COPY OF THE SAME IS ATTACHED AND FOR THAT PURPOSE HAVE BEEN JOINED IN BY THE DEVELOPER AND REPRODUCED TO AS SUCH IN THE DECLARATION.

ORIOLE GOLF & TENNIS CLUB CONDOMINIUM OWNERS ASSOCIATION, INC.

By: [Signature]
R. E. Mulhman, President

Attest: [Signature]
A. Nunez, Executive Secretary

DEVELOPER: ORIOLE HOMES CORP.

By: [Signature]
R. E. Mulhman, President



5546-1734

RECREATION SUB-LEASE

THIS RECREATION SUB-LEASE, is made and entered into this 13th day of November, 1973 between ORIOLE CONDOMINIUM ONE CLUB, INC., a Florida corporation not-for-profit, hereinafter referred to as (Sub-lessor") and ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE - A ASSOCIATION, INC., a Florida corporation not-for-profit, (hereinafter referred to as "Association").

I - DEFINITIONS

The terms used herein shall have the following meanings:

- A. "Oriole Golf & Tennis Club Condominiums" means the planned community of Condominium residential apartment buildings being developed as a multi-phase project by the Developer, a particular phase of which is identified by a numeral, e.g., "ONE", etc.
- B. "Club Condominium" means a particular condominium which is the subject of a particular Declaration.
- C. "Developer" means Oriole Homes Corp., a Florida corporation, its successors and assigns.
- D. "Act" means Chapter 711, Florida Statutes, 1963, as amended; The Condominium Act.
- E. "Condominium Documents" means in the aggregate the Declaration, Articles, By-laws, Long Term Lease, this Sub-lease and all of the instruments and documents referred to therein and executed in connection with a Club Condominium.
- F. "Declaration" means and refers to such Declaration of Condominium submitted by the Developer for a Club Condominium.
- G. "Apartment" means unit as defined by the Act, and that portion of the Condominium property which is subject to private ownership.

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H. "Apartment Owner" means unit owner as defined by the act.

I. "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as defined in the Act and in the Condominium Documents.

J. "Association" means a corporation not-for-profit organized and existing under the laws of the State of Florida for the purpose of operating a Club Condominium, and as to this condominium means ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE - G ASSOCIATION, INC.

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

L. "By-laws" means the By-laws of the Association.

M. "Long-Term Lease" means the instrument by which the real property, the recreation and activities center planned thereon, and entranceway has been leased by the Developer to Oriole Condominium Club One - G Inc. ("Lessor") and sub-leased on a non-exclusive basis to Association under this Recreation Sub-Lease.

N. "Recreation Land" means the real property and improvements demised under the Long Term Lease.

O. "Operating Expenses" means the taxes, insurance, utility expenses, maintenance and other monetary expenses of Recreation Land which are part of the Common Expenses of each Club Condominium under this Recreation Sub-Lease. The Operating Expenses are Common Expenses.

P. "Rent" means the sum payable by an Apartment Owner to the Lessor of the long-Term Lease.

II - PROVISIONS FOR SUB-LEASE

A. Contemporaneously herewith Developer has submitted a certain portion of real property described in Exhibit A (attached) and the improvements thereon to a plan of condominium

ownership under the Act and designated Orjolo Golf & Tennis Club Condominium One. Pursuant to the Plan of Development set forth in the Long Term Lease, there are herewith made available to the members of the Association the possessory and use rights to the Recreation Land described in Exhibit H (attached).

B. This Sub-lease is subject to the obligation which is hereby imposed upon the Association to pay the Operating Expenses described in the Long Term Lease and set forth herein and to collect from each Apartment Owner and pay over to the Lessor the Rent to be paid by each Apartment Owner. This Sub-lease is an Agreement contemplated by Section 711.121 of the Act, and by this instrument the Association has acquired possessory and use interests in the Recreation Land which are intended for the enjoyment, recreation and other use and benefit of the members of the Association. The Operating Expenses are Common Expenses.

C. Therefore, upon the terms and conditions herein set forth, and in consideration of the payment from time to time of the Rent and Operating Expenses herein set forth, and in consideration of the prompt performance continuously by the Association of each and every one of the covenants and agreements hereinafter contained, the performance of each and every one of which terms and conditions is declared to be an integral part of the consideration to be furnished, the Sub-lessor does hereby SUB-LEASE, AND SUB-LET unto Association, and the Association hereby sub-leases of and from the Sub-lessor the Recreation Land which Sub-lease the Association understands is non-exclusive and shall be subject to other similar Sub-leases entered into between the Sub-lessor and other Associations under the terms and provisions of the Long Term Lease.

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III - TERM OF SUB-LEASE

The term of this Sub-lease shall be a period of years, commencing with the date hereof and continuing up to and including the 23 day of July, 2071, unless the Sub-lease be terminated prior thereto in accordance with its terms.

IV RENT

A. AMOUNT

1. Association hereby covenants and agrees to collect and pay the Lessor the following sum of money as rent for the use of the Recreation Land:

(a) for each one bedroom 1 bath apartment, the sum of \$45.00 for each quarter of a year; for each one bedroom one and a half bath apartment, the sum of \$52.50 for each quarter of a year; and for each two bedroom two bath apartment, the sum of \$60.00 for each quarter of a year. The classification of each apartment shall be of the number of bedrooms and baths set forth on the Developer's plans for the apartment and the rent thus set shall not be changed during the term of this lease.

(b) Each Apartment Owner upon taking title to his Apartment shall and does assume the obligation to pay the Rent applicable to his Apartment, adjusted as provided in paragraph F hereof. This covenant is for the benefit of the Lessor and may be enforced by the Lessor as herein provided.

2. In addition to the Rent provided for in the foregoing paragraph 1 of this Article, the Association agrees to collect and pay to Lessor, as additional Rent hereunder, such additional sum, as may be required by the provisions of paragraph F hereunder relating to "Cost of Living Adjustment,"

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3. It is agreed and understood that the Rent shall be net to the Lessor, and shall be in addition to the obligation of the payment of Operating Expenses of the Recreation Land so that the Lease will yield to the Lessor the Rent hereinabove provided to be paid during the term of the Lease, subject to no reduction whatsoever, and that all costs, expenses, and obligations of each and every kind and nature whatsoever, relating to the Recreation Land or any improvements thereon, shall be paid by the Association.

B. TIME OF PAYMENT

1. The Rent shall be payable quarterly in advance on the first day of January, April, July and October of each year.

2. Rent payments by an Apartment Owner to the Association and from the Association to the Lessor shall commence upon the Sale of an Apartment and shall be prorated based upon the Rent during the period between the date of sale and the last day of the quarter in which the sale takes place.

C. PLACE AND MANNER OF PAYMENT

1. Rent shall be payable at such place as the Lessor may specify in writing, from time to time, and such payment shall be made to the place specified, until it shall have been changed by written notice sent to the Association by the Lessor in the manner hereinafter prescribed for the giving of notice. All Rent shall be payable without notice or demand. For the present, and until further notice, the Lessor specifies that rent shall be paid to Lessor at:

450 N. W. 65th Terrace, Margate, Florida, 33063

All Rent shall be payable in current legal tender of the United States of America as the same is constituted by law at the time the said rent becomes due. If, at any time, the Lessor shall accept anything other than current legal tender as Rent, such fact or such acceptance shall not be construed as varying

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or modifying the provisions of this paragraph as to any subsequently maturing Rent or as requiring the Lessor to make a similar acceptance or indulgence upon any subsequent occasion.

D. COLLECTION OF RENT

1. The Association covenants and agrees with the Sub-Lessor and to and for the benefit of the Lessor to assess and collect the Rent in the same manner, at the same time, and to the same extent as it collects and assesses Common Expenses as provided in a Declaration; provided, however, that non-payment of Rent by an Apartment Owner shall not be made up or assessed against other Apartment Owners or the Association.

2. By acceptance of the Deed of Conveyance to an Apartment and by the terms of the Long Term Lease, the Apartment Owner of record is personally liable, jointly and severally, to the Lessor for the payment of the Rent due on the Apartment owned by him subject to the provisions of Article VI.D, of the Long Term Lease. In the event any Apartment Owner fails to make any payment of Rent, the Association shall be obligated to collect the same as aforesaid and to furnish the Lessor with such owner's name and apartment number within fifteen (15) days of a delinquency in the payment thereof.

E. REMEDIES

1. In the event for any reason the Rent is not paid by an apartment owner to the Association, the Association shall have all of the remedies to collect the same as are provided for in the Condominium Documents with regard to the collection of assessments for Common Expenses.

2. The Association acknowledges that the Lessor reserves all of the Lessor's rights to enforce collection of Rent as described in the Long Term Lease, including lien rights and Attorney fees.

3. Interest. All sums of money required to be paid to the Lessor shall bear interest from the date of maturity thereof at the rate of ten percent (10%) per annum until paid.

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F. COST OF LIVING ADJUSTMENT IN RENT

The Rent provided in this Article shall be adjusted every five (5) years in accordance with the format set forth in the Long Term Lease.

V - OPERATING EXPENSES

A. ITEMS OF OPERATING EXPENSES

In addition to Rent, and as a further part of the consideration to be furnished by the Association for the term demised, the Association covenants and agrees with the Lessor and Sub-Lessor that it will pay a share of the following expenses (hereinafter collectively referred to as "Operating Expenses") determined in accordance with Article II of the Long Term Lease, to-wit:

1. Taxes. As defined and described in the Long Term Lease.
2. Utility Charges, As defined and described in the Long Term Lease.
3. All insurance premiums for insurance required to be carried as defined and described in the Long Term Lease.
4. In the event of the destruction of buildings, improvements or appurtenances by fire, windstorm, or other casualty, such sums of money necessary to provide for the reconstruction or repair of any building damaged or destroyed which may be in excess of the amount received from insurance as described in the Long Term Lease.
5. Such sums as may be necessary to provide maintenance and repair of the Recreation Land as defined and described in the Long Term Lease.
6. Such sums as may be necessary to provide indemnification to the Lessor and Sub-Lessor.
7. Such sums as shall be considered by the Sub-Lessor to be Operating Expenses of the Long Term Lease.

B. DEFAULT

In the event the Association shall fail to collect and pay the share of the Operating Expenses arising hereunder, the Sub-Lessor and the Lessor under the Long Term Lease shall have the remedies described in the Long Term Lease as if said remedies were fully set forth in this instrument, including the right of lien upon the condominium property of the Association and upon each Apartment therein, plus reasonable attorneys' fees.

VI EVENTS OF DEFAULT

A. MATERIAL DEFAULTS

Should the Association at any time during the term of this lease suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against it and remain pending for a period of seventy-five (75) days; or should a Receiver or Trustee be appointed for the Association's interest in Recreation Land and not be discharged within seventy-five (75) days; or should this sub-lease hold interest of Association be levied upon and said levy be not discharged within forty-five (45) days thereafter, then and upon the happening of any of the aforesaid events, Lessor shall have the right at its election to consider the same a material default on the part of Association of the terms and provisions hereof; and in the event such default is not cured by Lessee within a period of thirty (30) days from the date of the giving by Lessor of written notice to the Association of the existence of such default, Sub-Lessor shall have the option of declaring this Recreation Sub-Lease terminated and the interest of Association forfeited, or Sub-Lessor may exercise any other remedy referred to herein. The rights and remedies of the Sub-Lessor provided for herein are cumulative and are in addition to every other right or remedy

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existing at law or equity or by statute or otherwise, and the exercise or beginning of the exercise by the Sub-lessor of any one or more of the rights or remedies provided for in this lease or now or hereafter existing in law or equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the Sub-lessor of any or all other rights or remedies.

B. OTHER DEFAULTS

It is further covenanted and agreed by and between the parties hereto that in the event at any time of a default under the terms of this Sub-Lease on the part of Association for the periods hereinafter set forth, then and in that event it shall and may be lawful for Sub-lessor to have recourse to any of the remedies set forth in Articles IV and V of this Sub-Lease. The following omissions or acts on the part of the Association constitute a default other than a material default:

1. **Rent.** A failure on the part of Association to collect and/or make any payment of Rent due under this Sub-Lease in the manner provided for elsewhere in this Lease, if such non-payment has continued for fifteen (15) days after notice thereof in writing has been furnished Lessee by Lessor.

2. **Operating Expense.** A failure on the part of Association to pay its share of any Operating Expenses herein provided to be paid by Lessee within thirty (30) days prior to the time when same would become due, if such non-payment has continued for ten (10) days after notice thereof in writing has been furnished Association by Lessor or Sub-Lessor.

VII CONDEMNATION

It is understood and agreed that:

A. If at any time during the continuance of this Sub-Lease the legal title to the Recreation Land or buildings located thereon or any portions thereof be taxes or appropriated or

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condemned by reason of eminent domain, there shall be such abatement of Rent as shall be negotiated or decided under the provisions of the Long Term Lease.

B. Notwithstanding the above and foregoing provisions, in the event of condemnation or taking of the whole or any part of the Recreation Land, the amount of the entire condemnation shall be paid to Lessor under the Long Term Lease.

VIII GENERAL COVENANTS OF ASSOCIATION

A. Association covenants and agrees that the Recreation Land shall be used by the Association and the members of the Association, their guests, invitees, and licensees solely for recreational purposes, and for such related activities as the Lessor may approve in writing under such terms and conditions as Lessor may impose.

B. The Association covenants and agrees that during the term hereof it will conform to and observe all applicable ordinances, rules, statutes, laws and regulations relating to Recreation Land or as to use thereof, and will not during such time permit the same to be used for any illegal or immoral purpose, business or occupation.

C. The Association accepts the Recreation Land without any representation or warranty, express or implied, in fact or by law, by the Sub-Lessor or by the Lessor as to the condition of such property. The Association acknowledged that Lessor and Sub-Lessor shall not be responsible for any latent defect or change of condition in the Recreation Land and the Association accepts the Recreation Land without any recourse to the Sub-Lessor or Lessor, and the Rent hereunder shall in no case be withheld or diminished on account of any defect in the Recreation Land, any change in the condition thereof, any damage occurring thereto, any violations of the laws or regulations of any governmental authority, or by reason of any claim against the Sub-Lessor or Lessor.

D. The Association covenants that this Recreation Sub-Lease shall be subordinated to such loans and mortgages as the Lessor under the Long Term Lease may enter into for the purpose of financing construction of the improvements to be erected on the Recreation Land and its acquisitions.

E. The Association covenants that the Association shall not have any right of assignment, sub-lease or any other right of conveyance in whole or in part of the rights or obligations hereunder.

F. The Association acknowledges that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of Sub-Lessor and/or Lessor in and to the Recreation Land and that no person shall ever be entitled to any lien directly or indirectly derived through or under it, or its agents or servants, or on account of any act or omission of the Association which lien shall be superior to the interest in this Lease reserved to Lessor upon the Recreation Land. All persons contracting with the Association shall be bound by this provision of this Lease.

G. The covenants and agreements contained in this Sub-Lease shall be binding upon and shall inure to the benefit of the Sub-Lessor and Lessor and their successors and assigns, and the same shall be construed as covenants running with the land during the term of the Lease.

IX TERMINATION OF CONDOMINIUM

In the event the condominium operated by the Association is terminated in accordance with the provisions of the Declaration or of the Act, whichever is applicable, this Recreation Sub-Lease shall continue as to all of the Apartment Owners in accordance with their undivided shares as set forth in the Declaration, and the obligation to pay Rent and Operating Expenses shall continue in the same manner. Termination shall in no manner

REF 5546 PAGE 745

reduce the obligations of the Association or Apartment Owners to pay and collect the Rent and all of the other obligations set forth herein. Said obligations shall continue in accordance with each Apartment Owner's undivided interest in the Condominium Property following termination.

X - TERMINATION OF LEASE

The Lessee further covenants and agrees that upon the end of the demised term in the Long Term Lease Association will surrender and deliver up the Recreation Land peacefully to Lessor, his agent or attorneys, immediately upon termination.

XI - NOTICES

All notices required by law and this lease to be given by one party to the other shall be in writing, and the same may be served as follows:

A. Upon Sub-lessor by personal delivery or by certified mail addressed to Sub-lessor at the place where the rent under this lease is then being paid, or at such other address as Sub-lessor may, by notice in writing, designate to the Lessor.

B. Upon the Association by personal delivery to its agent in charge of the Demised Parcel, or by certified mail addressed to Lessee at:

450 N.W. 65th, Terr., Margate, Florida.

or such other address as the Lessee may, by notice in writing, designate to Sub-lessor.

XII - APPLICABLE LAW

The law of the State of Florida shall govern the validity, enforceability, construction and interpretation of this lease.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement the day and year first above written.

WITNESSES:

Mary Cecile Krumholz
Sandra L. Haskins

ORIOLE CONDOMINIUM ONE CLUB, INC.
By: E. E. Hushman
E. E. Hushman, President
Attest: A. Nunez
A. Nunez, Assistant Secretary
(SIA)

Mary Cecile Krumholz
Sandra L. Haskins

ORIOLE GOLF & TENNIS CLUB
CONDOMINIUM ONE G ASSOCIATION, INC.
By: E. E. Hushman
E. E. Hushman, President
Attest: A. Nunez
A. Nunez, Assistant Secretary
(SIA)

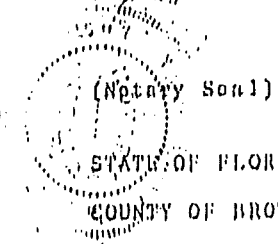
STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared E. E. Hushman and A. Nunez well known to me to be the President and Assistant Secretary of

Oriole Condominium One Club, Inc. and that they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS MY HAND and Official Seal in the County and State last aforesaid this 13th day of November, 1973.

Mary Cecile Krumholz
Notary Public
My Commission Expires March 14, 1977



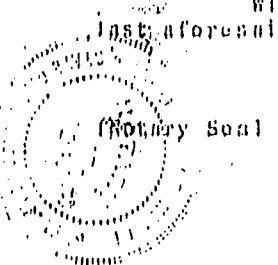
STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared E. E. Hushman and A. Nunez well known to me to be the President and Assistant Secretary of

Oriole Golf & Tennis Club Condominium One G Association, Inc. and that they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS MY HAND and Official Seal in the County and State last aforesaid this 13th day of November, 1973.

Mary Cecile Krumholz
Notary Public
My Commission Expires March 14, 1977



STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

OFF 5546 REC 747

EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
OF
ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM ONE G
LEGAL DESCRIPTION

A portion of Parcel B, ORIOLE GOLF AND TENNIS CLUB SECTION ONE, as recorded in Plat Book 75, Page 34, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northwest corner of said Parcel B; thence South $7^{\circ}38'06''$ West along the West line of said Parcel B, a distance of 86.00 feet to the Point of Beginning; thence continuing South $7^{\circ}38'06''$ West along the said West line, a distance of 290.34 feet; thence South $19^{\circ}58'27''$ West along the said West line of Parcel B, a distance of 91.03 feet; thence South $70^{\circ}01'33''$ East, a distance of 87.33 feet; thence North $20^{\circ}19'04''$ East, a distance of 200.80 feet to a Reference Point "F" and a point of curve; thence North-easterly along a curve to the right with a radius of 35 feet and a central angle of $37^{\circ}50'55''$, an arc distance of 23.12 feet; thence North $0^{\circ}19'04''$ East, a distance of 188.30 feet; thence North $84^{\circ}45'46''$ West, a distance of 97.83 feet to the Point of Beginning; TOGETHER WITH a portion of said Parcel B, more fully described as follows:

Commencing at the aforementioned Reference Point "F"; thence South $69^{\circ}40'56''$ East, a distance of 26 feet; thence South $20^{\circ}19'04''$ West, a distance of 46.67 feet to the Point of Beginning; thence continuing South $20^{\circ}19'04''$ West, a distance of 171.03 feet; thence South $9^{\circ}58'27''$ West, a distance of 40.77 feet; thence North $84^{\circ}57'45''$ East, a distance of 63 feet; thence North $5^{\circ}02'15''$ West, a distance of 33 feet; thence North $84^{\circ}57'45''$ East, a distance of 10.68 feet; thence North $5^{\circ}02'15''$ West, a distance of 33 feet; thence North $12^{\circ}39'11''$ East, a distance of 121.01 feet; thence North $69^{\circ}40'56''$ West, a distance of 29.50 feet to the Point of Beginning.

TRUE COPY

EXHIBIT TO RECREATION SUB-LEASE OF
ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM G

REF 5546
PAGE 748

LONG-TERM LEASE AGREEMENT

ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM
LEGAL DESCRIPTION
RECREATION LEASE AREA

EXHIBIT B

ADD H. E. 300 AVENUE
FORT LAUDERDALE, FLORIDA

MCLAUGHLIN ENGINEERING CO.
1000 S.W. 10TH AVENUE

* INDICATES MARKERS
SCALE: 1" = 100'

ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM
LEGAL DESCRIPTION
RECREATION LEASE AREA

A portion of Parcel B, ORIOLE GOLF AND TENNIS CLUB SECTION 1, as recorded in Plat Book 75, Page 34, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the most Easterly corner of said Parcel B; thence South 27° 40' 57" West along the Easterly line of said Parcel B a distance of 125 feet; thence North 39° 15' 16" West a distance of 70.53 feet; thence North 57° 48' 16" West a distance of 156 feet; thence South 32° 11' 44" West a distance of 26 feet to the Point of Beginning; thence South 57° 48' 16" East a distance of 16.45 feet; thence South 32° 11' 44" West a distance of 22 feet; thence North 57° 48' 16" West a distance of 4.59 feet; thence South 27° 48' 57" West a distance of 222.10 feet; thence South 47° 48' 57" West a distance of 192.47 feet; thence South 42° 11' 03" East a distance of 82.62 feet; thence South 27° 48' 57" West a distance of 163.03 feet; thence South 06° 51' 46" West a distance of 85.89 feet; thence North 9° 50' 27" East a distance of 235.72 feet; thence North 29° 58' 27" East a distance of 207.33 feet; thence North 00° 01' 33" West a distance of 4.37 feet; thence North 9° 58' 27" East a distance of 187.63 feet; thence North 29° 58' 27" East a distance of 227.59 feet; thence North 04° 57' 45" East a distance of 3.79 feet; thence South 4° 48' 16" East a distance of 134.91 feet; thence North 05° 11' 44" East a distance of 22 feet; thence South 4° 48' 16" East a distance of 59.15 feet to a point of curve; thence Southeasterly along a curve to the left with a radius of 56 feet and a central angle of 53 degrees an arc distance of 51.80 feet to a point of tangency; and the Point of Beginning; TOGETHER WITH a portion of said Parcel B, more fully described as follows:

Commencing at the said most Easterly corner of Parcel B; thence South 27° 40' 57" West along the Easterly line of said Parcel B a distance of 151 feet to the Point of Beginning; thence continuing South 27° 40' 57" West along the said Easterly line a distance of 48 feet; thence North 62° 11' 03" West a distance of 31 feet to a point of curve; thence Northwesterly through Southeasterly along a curve to the right with a radius of 24 feet and a central angle of 180° an arc distance of 75.40 feet to a point of tangency; thence South 62° 11' 03" West a distance of 31 feet to the point of Beginning.

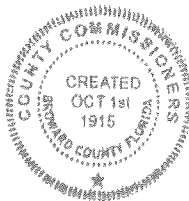
Said land situate, lying and being in the City of Margate, Broward County, Florida.

EXHIBIT TO RECREATION SUB-LEASE OF
ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM ONE-G

I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 16 day of December 2008 Bortha County, County Administrator.

By Eva Archer
Deputy Clerk

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
E. M. STROBEL
COUNTY COMPTROLLER



SEE 1032 PAGE 227

SEE 5546 PAGE 749

AMENDMENT TO THE
DECLARATIONS OF CONDOMINIUM OF
ORIOLE GOLF & TENNIS PHASE 1 BUILDING G

(additions indicated by underlining)

A. Sale or Lease

1. Notice to Association (no change)
2. Lease Approval

THIS IS NOT AN
OFFICIAL COPY

As of January 21st 2009, leasing of units is permitted. A unit Owner shall own the unit for at least one year before being able to lease it. A unit shall be leased for a period not less than three months and not more than twelve consecutive months at a time. The lessee shall make application and owner or lessee must pay required background investigation fee (\$100) and that required interview take place by board's member.

3. Election of Association (no chage)

CERTIFICATE OF AMENDMENT
TO THE DECLARATIONS OF CONDOMINIUM OF
ORIOLE GOLF & TENNIS CLUB ONE BUILDING G

WE HEREBY CERTIFY THAT the attached amendment to the following Declarations of Condominium in the indicated Official Records Books and Pages of the Public Records of Broward County, Florida:

	<u>ORB</u>	<u>PG</u>
Oriole Golf & Tennis Club 1 "G"	5546	693

The attached amendment was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands, this 21st day of January 2009
at Fort Lauderdale, Broward County, Florida.

THIS IS NOT AN OFFICIAL COPY

By: Michelle Yelle

Print: Yelle, Michelle

Attest: [Signature]

Print: Therrien, Serge

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of January 2009 by Yelle, Michelle as President and Therrien, Serge as Treasurer of Oriole Golf & Tennis Club Condominium One "G", a Florida corporation. They are personally known to me or have produced Quebec Drivers licenses as identification.

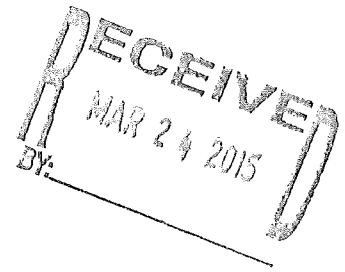
NOTARY PUBLIC STATE OF FLORIDA
Yvonne Lewis
Commission # DD796968
Expires: JULY 31, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC:

Sign: [Signature]

Print: Yvonne Lewis

306
Oriole Golf & Tennis Club
Condominium One G Assoc. Inc.
7817 Golf Circle Drive
Margate, Florida 33063



April 18, 2003

**TO: The Apartment Owners
Oriole Golf & Tennis Club
Condominium One G Assoc. Inc.**

Dear Neighbors:

During the month of March, 2003 a document describing the proposed no-rental amendment (with the stipulation that the current owners would retain their rental rights) was distributed to the owners of apartments in Oriole Golf & Tennis Club Condominium One G Association and 27 of these forms were returned with signatures of approval. This satisfied the 75% requirement for approval of an amendment. This was announced at the annual meeting that was held on March 20, 2003.

Because this change will be effective on June 1, 2003, the Board of Governors has updated the rules and regulations for Oriole Golf & Tennis Club Condominium One G Association. The latest copy of the rules and regulations was unanimously approved by the Board of Governors at a meeting held on April 10, 2003.

A copy of the rules and regulations will accompany this letter to all owners.

Yours truly,

**Board of Governors
Oriole Golf & Tennis Club Condominium
One G Association, Inc.**

**ORIOLE GOLF & TENNIS CLUB
CONDOMINIUM 1 G ASSOCIATION
7817 GOLF CIRCLE DRIVE
MARGATE, FLORIDA 33063**

The Association for Building G has adopted, and is prepared to enforce, the following Rules & Regulations for the good and welfare of its apartment unit owners. These rules also serve to maintain the integrity and character of the entire Oriole Condominium One Club, Inc. Community. Questions in their regard should be directed to the building association's President or to the Condo One office.

1. The exterior of the apartments and all other area appurtenant to an apartment shall not be painted, decorated, or modified by any owner, in any manner without prior consent of the association.
2. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas or driveways.
3. No occupant shall make or permit any noises that will disturb or annoy the occupants of any of the apartments, or permit anything to be done which will interfere with the rights, comfort or convenience of any other occupants.
4. Any unit owner or their lessee shall shut off the main water inlet valve in their apartment if they shall be away from the premises for more than 24 hours consecutively. They shall be liable for damages caused by their failure to do so and shall make financial restitution for such damage to each apartment so affected. The unit owner assumes full liability on behalf of the lessees, guests or other parties occupying the premises. (a) Spare key for each apartment must be left in possession of designated floor captain for use in an emergency.
5. All garbage and refuse deposited in dumpster must be in a plastic bag. All cartons and boxes must be flattened and placed directly into the dumpster.
6. Occupants of apartments shall keep and maintain their assigned storage bin in a neat and sanitary condition.

- 7. The agents of the association and any contractor or workman authorized by the Association may enter any apartment at any reasonable hour for any purpose permitted under the terms of the Declarations of Condominium By-Laws of Association or Management Agreement, except in case of emergency entry will be made by pre-arrangement with the occupant.**
- 8. No vehicle belonging to an owner or to a member of the family or guest, tenant, or employee of an owner shall be parked in such a manner as to prevent ready access to another owner's parking space. Unit owners must use their assigned parking spaces. Any change in assigned parking space must be in writing and then approved by the Board of Governors.**
- 9. Unit owners are not allowed to put their names on any entry to the apartments or mail receptacles, except in the proper places and in the manner prescribed by the Association for such purpose.**
- 10. Refuse must not be left on common elements after repairs or alterations have been completed. Unit owners must pay all expenses incurred if rule is not followed.**
- 11. Any damage to the buildings, recreational facilities or other common areas or equipment caused by any owner, guest or lessee shall be repaired at the expense of the unit owner involved.**
- 12. Unit owners or lessee will be held responsible for the actions of their guests. Children shall play only in those areas designated by the Association.**
- 13. The swimming pool and recreational areas are solely for the use of the Condominium residents, lessees or invited guests. The use of all recreational facilities shall be at the risk of those involved and not in any event the risk of the Association or its Manager.**

14. The regulations governing the use of the swimming pool, pool area and recreational facilities, permitted hours, guests rules, safety and sanitary provisions and all other pertinent matters shall be in accordance with regulations adopted by the Association and posted in the pool and recreational areas.
15. No bird or animal shall be kept or harbored in the condominium unit unless expressly permitted in writing by the Association. In no event shall animals be permitted in any of the public portions of the condominium unless carried.
16. Unit owners borrowing tables or chairs from our card room must receive permission from a member of the Board of Governors.
17. An owner may not lease a condominium unit prior to two years ownership.
18. No unit owner shall lease their apartment for a period of less than three (3) months and then only one (1) time during a twelve (12) month period. Prior to the sale or leasing of any apartment, written notification shall be sent to the Board of Governors and approval must be granted in writing by at least two members of the Board of Governors. Application for sale or leasing shall be made on the proper form accompanied by a service fee of \$100.00. The service fee is required for each occurrence of sale or lease regardless of the fact that the purchaser/lessee had been previously approved. Failure to comply with this rule will result in this matter being referred to our attorney and all costs will be paid by the unit owner.
19. Unit owners who have purchased their apartments after May 31, 2003 will not be allowed to lease their apartments. Building G is a 'no rental' building effective June 01, 2003. (Current owners will be governed by rule # 18)
20. Unit owners who are allowing relatives to use their apartments in their absence must notify the Board of Governors in writing, specifying the names of the relatives and the specific period of their residence at least two weeks prior to their arrival.
21. Use of laundry room is 8 A.M. to 9 P. M.

22. All regular and special assessments must be paid not later than the due date. After ten (10) days a 10% penalty will be levied.
23. These rules and regulations may be amended or modified by the Association at any time.

APPROVED AND EFFECTIVE APRIL 10, 2003

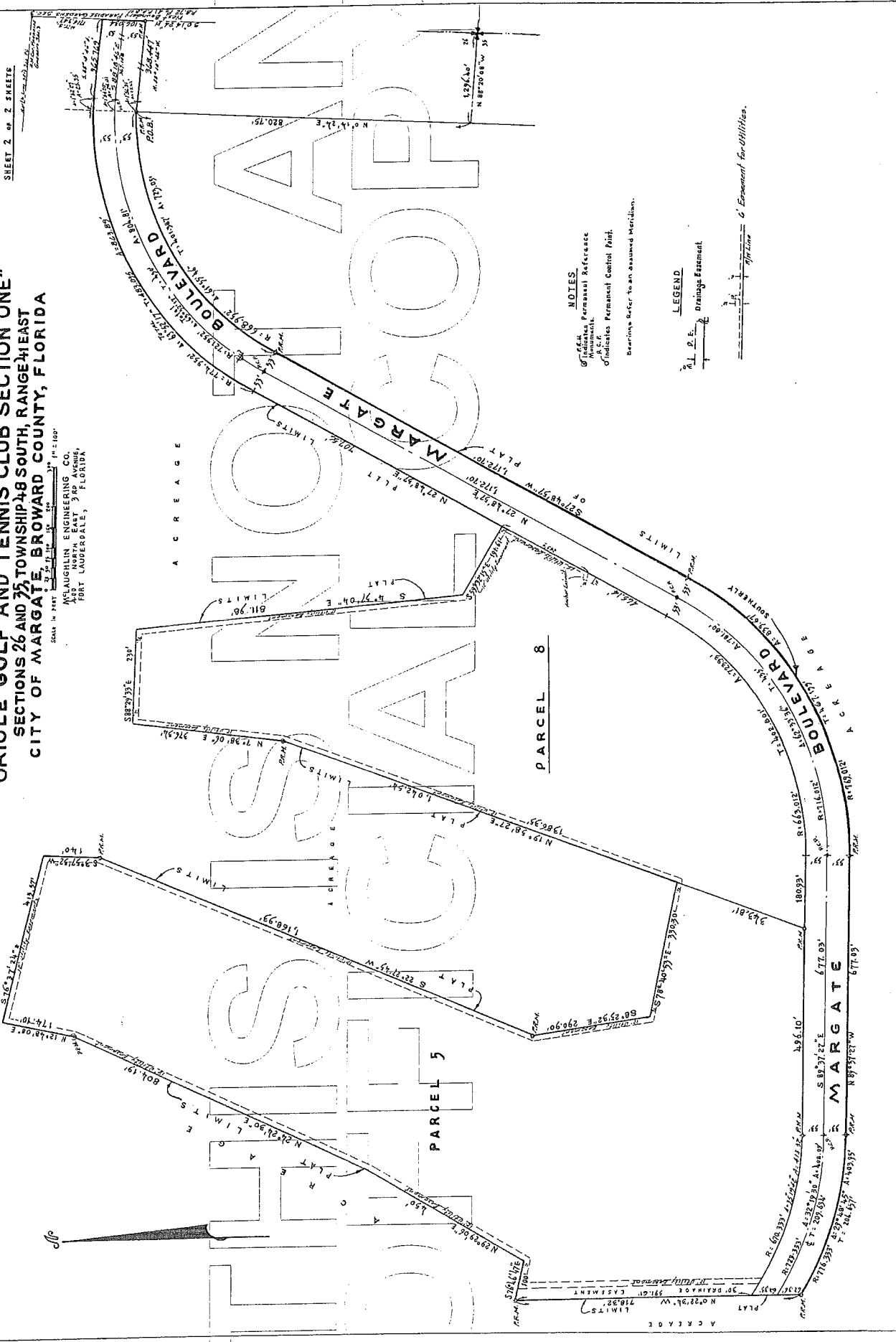
THE BOARD OF GOVERNORS - BUILDING G

ORIOLE GOLF & TENNIS ONE G CONDOMINIUM

"ORIOLE GOLF AND TENNIS CLUB SECTION ONE"
SECTIONS 26 AND 35, TOWNSHIP 48 SOUTH, RANGE 41 EAST
CITY OF MARGATE, BROWARD COUNTY, FLORIDA

MSLAUGHLIN ENGINEERING CO.
445 NORTH EAST 7th AVENUE,
FORT LAUDERDALE, FLORIDA

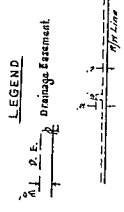
SCALE IN FEET 1" = 100'



NOTES

- ① P.M. Permanent Reference Monument
- ② R.C.P. Indicates Permanent Control Point.

Bearings refer to an assumed Meridian.



SHEET 2 OF 2 SHEETS

304
Oriole Golf & Tennis Club
Condominium One G Assoc. Inc.
7817 Golf Circle Drive
Margate, Florida 33063



April 18, 2003

**TO: The Apartment Owners
Oriole Golf & Tennis Club
Condominium One G Assoc. Inc.**

Dear Neighbors:

During the month of March, 2003 a document describing the proposed no-rental amendment (with the stipulation that the current owners would retain their rental rights) was distributed to the owners of apartments in Oriole Golf & Tennis Club Condominium One G Association and 27 of these forms were returned with signatures of approval. This satisfied the 75% requirement for approval of an amendment. This was announced at the annual meeting that was held on March 20, 2003.

Because this change will be effective on June 1, 2003, the Board of Governors has updated the rules and regulations for Oriole Golf & Tennis Club Condominium One G Association. The latest copy of the rules and regulations was unanimously approved by the Board of Governors at a meeting held on April 10, 2003.

A copy of the rules and regulations will accompany this letter to all owners.

Yours truly,

**Board of Governors
Oriole Golf & Tennis Club Condominium
One G Association, Inc.**

ORIOLE GOLF & TENNIS CONDO G
BOARD OF DIRECTORS SPECIAL MEETING
March 30, 2018
7:00pm

BOARD MEMBERS IN ATTENDANCE: Michelle Yelle, Dominique Mimeault, Normand Paul, Maria Hendershot.

NEW BUSINESS:

Discussion regarding amending Condominium By-Laws.

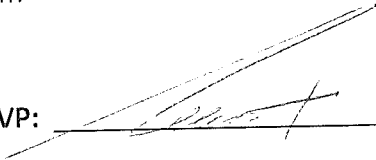
Amendment 1: Lease for no less than 3 month and no longer than 12 months
Amendment 2: Unit owner cannot own more than 2 units in the community

MOTIONS PASSED

- Michelle Yelle **made a motion** to approve proposed amendments. Dominique Mimeault seconded. **Motion passed.** 21 unit owners signed. Said amendments will be forwarded to the Association's Attorney and recorded.

ADJOURNMENT: 8:10pm

Dominique Mimeault, VP:



1) Lease for no less than 3 month and no longer than 12 months

308
Unit#

[Signature]
Signature

301
Unit#

[Signature]
Signature

107
Unit#

[Signature]
Signature

303
Unit#

[Signature]
Signature

110
Unit#

[Signature] 305
Signature

[Signature]
Signature

108
Unit#

[Signature]
Signature

308
Unit#

[Signature]
Signature

205
Unit#

[Signature]
Signature

309
Unit#

[Signature]
Signature

102
Unit#

[Signature]
Signature

301
Unit#

[Signature]
Signature

111
Unit#

[Signature]
Signature

203
Unit#

[Signature]
Signature

310
Unit#

[Signature]
Signature

312
Unit#

[Signature]
Signature

211
Unit#

[Signature]
Signature

304
Unit#

[Signature]
Signature

105
Unit#

[Signature]
Signature

Unit#

Signature

106
Unit#

[Signature]
Signature

Unit#

Signature

210
Unit#

[Signature]
Signature

Unit#

Signature

-) Unit owner cannot own more than 2 units in the community

308G
Unit#

[Signature]
Signature

301
Unit#

[Signature]
Signature

107
Unit#

[Signature]
Signature

303
Unit#

[Signature]
Signature

110
Unit#

Denise Sargano 305
Signature

Unit#

[Signature]
Signature

108
Unit#

[Signature]
Signature

306
Unit#

[Signature]
Signature

205
Unit#

[Signature]
Signature

309
Unit#

[Signature]
Signature

103
~~108~~
Unit#

[Signature]
Signature

401
Unit#

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Signature

111
Unit#

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203
Unit#

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Unit#

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Unit#

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211
Unit#

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Unit#

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105
Unit#

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Unit#

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106
Unit#

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Signature

Unit#

Signature

210
Unit#

[Signature]
Signature

Unit#

Signature

89112206

AMENDMENT TO THE BYLAWS OF ORIOLE GOLF & TENNIS
CONDOMINIUM 1-G ASSOCIATION, INC. DATED MARCH 17, 1989

WHEREAS greater than eighty (80%) percent of the residents of ORIOLE GOLF & TENNIS CONDOMINIUM 1-G ASSOCIATION, INC. (hereinafter the "ASSOCIATION"), each of whom being a member in good standing of the ASSOCIATION, are over the age of fifty-five (55) years; and

WHEREAS the ASSOCIATION is a nonprofit organization with an interest in maintaining the character of Building 1-G as a residence specifically suited to the physical, emotional, and social needs of persons over the age of fifty-five (55) years; and

WHEREAS the ASSOCIATION maintains Building 1-G in conformity with such interest by providing entertainment and organizing social functions specifically suited to the tastes of persons over fifty-five (55) years of age, as well as providing and maintaining easy access ramps, elevators, and exercise facilities specifically suited and tailored to the needs of persons over the age of fifty-five (55) years; and

WHEREAS a meeting of the Shareholders of the ASSOCIATION was held the 14th day of March, 1989, wherein a sufficient majority of those present did thereupon vote that the ASSOCIATION continue its efforts to maintain their quality of life and did thereupon resolve the following additions be made to the Bylaws of the ASSOCIATION as recorded at Plat Book 75, Page 34 of the Public Records of Broward County, Florida.

UPON MOTION DULY MADE, SECONDED, AND CARRIED, BE IT HEREBY RESOLVED the following additions be made to the Bylaws of the ASSOCIATION:

89-1. It is declared the policy of the ASSOCIATION to restrict the sale, transfer, gift or rental of any Unit to only those occupants where at least one person among said occupants has attained the age of fifty-five (55) years.

89-2. As a condition of membership in the ASSOCIATION, each member shall agree not to offer for sale, transfer, rental, or gift, his or her unit to any persons where not less than one of the potential occupants of said unit has attained the age of fifty-five (55) years, and that each such member shall execute, upon request, appropriate documents to that effect.

89-3. As a condition of membership in the ASSOCIATION, not less than one person over the age of fifty-five (55) years shall be an occupant of the unit sought to be purchased by the prospective member, and the prospective member shall agree to restrict the sale, transfer, gift, or rental of the prospective unit in accordance with the terms hereof.

89-4. Nothing herein shall be construed so as to defeat a testamentary or intestate devise of a member's unit.

89-5. The ASSOCIATION shall have all powers, previously granted to it, to refuse approval to a potential member on the basis of his or her failure to meet the above - stated conditions.

89-6. The ASSOCIATION is empowered to seek legal or equitable relief to enforce the terms of these Amendments and shall be entitled to its reasonable attorneys fees and court costs should it prevail in any court proceeding.

DATED: 3/17/89

Minnia Bienen
PRESIDENT

Cher Lipnick
SECRETARY

SWORN TO, AND SUBSCRIBED BEFORE ME
ON THIS 17 DAY OF MARCH, 1989

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: 3-30-1992
Bonded by Ray C. Barnes & Co.

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

Return to:
Stephen B. Rosenthal Esq.
5409 N. State Road 7
TAMARAC, FL 33319

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CERTIFICATE OF AMENDMENT

TO THE DECLARATIONS OF CONDOMINIUM OF

ORIOLE GOLF & TENNIS CLUB ONE BUILDING G

WE HEREBY CERTIFY THAT the attached amendment to the following Declarations of Condominium in the indicated Official Records Books and Pages of the Public Records of Broward County, Florida:

	<u>ORB</u>	<u>PG</u>
Oriole Golf & Tennis Club 1 "G"	5546	693

The attached amendment was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 21st day of January 2009 at Ft. Lauderdale, Broward County, Florida.

By: Michelle Yelle

Print: Yelle, Michelle

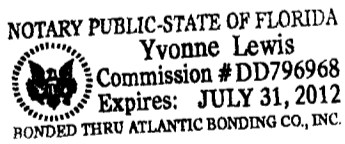
Attest: [Signature]

Print: Therrien, Serge

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of January 2009 by Yelle, Michelle as President and Therrien, Serge as Treasurer of Oriole Golf & Tennis Club Condominium One "G", a Florida corporation. They are personally known to me or have produced Quebec Drivers licenses as identification.



NOTARY PUBLIC:

Sign: [Signature]

Print: Yvonne Lewis

AMENDMENT TO THE
DECLARATIONS OF CONDOMINIUM OF
ORIOLE GOLF & TENNIS PHASE 1 BUILDING G

(additions indicated by underlining)

A. Sale or Lease

1. Notice to Association (no change)

2. Lease Approval

As of January 21st 2009, leasing of units is permitted. A unit Owner shall own the unit for at least one year before being able to lease it. A unit shall be leased for a period not less than three months and not more than twelve consecutive months at a time. The lessee shall make application and owner or lessee must pay required background investigation fee (\$100) and that required interview take place by board's member.

3. Election of Association (no change)