

DECLARATION OF CONDOMINIUM

OF

ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE _____

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 _____

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-Lease, and all of the instruments and documents referred to therein and executed in connection with a Club Condominium.

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 - _____ 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. ("Lessee") 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 demised 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 the condominium, i.e., ___ followed by a number 1 through _____. 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 a Survey, Plot Plan and Graphic Description of Improvements on the above described land under Clerk's File No. _____ and which Survey, Plot Plan and Graphic Description of Improvements is incorporated herein by reference and deemed Exhibit B to this 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 Lease Area. 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)(e) 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 C.

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-Lesses.

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 C 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 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 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.

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 crosseasements 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 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 aerials 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 animals, 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. [In some Club Condominiums the Developer may by declaration eliminate the right to keep a pet.]

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 shall describe the Parking Space to be assigned and the name of the transferee 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 mortgagee", or sometimes hereinafter referred to as "approved first mortgagee". 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 disapproval.

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 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 damaged and their approved first mortgagees, if any, as their interests may appear and it shall be the duty of these 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. 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 units 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 \$25,000.00, then the Board of Governors of the Association shall meet and shall determine the amount of and method 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 \$25,000.00, then in that event the Board of Governors shall order a membership meeting of the class of members of the Association of this Condominium 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 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 monies 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.

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 mortgagee 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 mortgagee or the Lessor under the Long Term Lease and Facilities 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.

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 subparagraphs 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 Secretary this _____ day of _____, 197__.

WITNESSES:

ORIOLE HOMES CORP.

By _____

Attest _____

(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 _____, to me known to be the person described as subscriber in and who executed the foregoing Articles of Incorporation and who acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein set forth.

WITNESS my hand and official seal in the County and State named above this _____ day of _____, 197__.

NOTARY PUBLIC

My commission Expires:

(SEAL)

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

EXHIBIT A

LEGAL DESCRIPTION OF LAND

[There is attached hereto the Legal Descriptions of each of the proposed condominiums for Oriole Golf & Tennis Condominiums One, to wit: A, B, C, D, E, F, G, H, J, K, L & M (There is no building "I") As each declaration is recorded the appropriate Legal Description will be attached as Exhibit A].

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

EXHIBIT B

SURVEY, PLOT PLAN AND
GRAPHIC DESCRIPTION OF IMPROVEMENTS

[There will be recorded contemporaneously with each Declaration the survey, plot plan and graphic description of improvements. The site plan is attached, as are apartment floor plans, common element and parking space plans.]

DECLARATION OF CONDOMINIUM OF
 CONDOMINIUM _____ 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	.029856 each apt.
201, 212, 301, 302, 303, 304, 309, 310, 311, 312	C	.029587 each apt.
		<hr/>
36 Apartments		100%

DECLARATION OF CONDOMINIUM OF
CONDOMINIUM _____ 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

o INDICATES MARKERS

SCALE: 1" =

ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM
LEGAL DESCRIPTION
CONDOMINIUM A

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

Beginning at the Southwest corner of said Parcel 8; thence South 89° 37' 27" East along the South line of said Parcel 8, a distance of 180.93 feet to a point of curve; thence Northeasterly along a curve to the left and along the said South line of Parcel 8 with a radius of 663.01 feet and a central angle of 33° 05' 02" an arc distance of 382.84 feet; thence North 32° 42' 29" West a distance of 82.32 feet to a point on a curve; thence Southwesterly along a curve to the right whose tangent bears South 54° 04' 35" West with a radius of 48 feet and a central angle of 32° 47' 09" an arc distance of 27.47 feet to a point of tangency and a Reference Point B; thence South 86° 51' 44" West a distance of 171.17 feet; thence South 66° 51' 44" West a distance of 97.33 feet to a point of curve; thence Westerly along a curve to the right with a radius of 35 feet and a central angle of 76° 25' 00" an arc distance of 46.68 feet; thence South 53° 16' 44" West a distance of 213.73 feet to the Point of Beginning; TOGETHER WITH a portion of said Parcel 8 more fully described as follows:

Commencing at the aforementioned Reference Point B; thence North 3° 08' 16" West a distance of 26 feet to the Point of Beginning; thence South 86° 51' 44" West a distance of 175.75 feet; thence South 66° 51' 44" West a distance of 37.22 feet; thence North 9° 58' 27" East a distance of 35.65 feet; thence North 86° 51' 44" East a distance of 202.62 feet; thence South 62° 11' 03" East a distance of 22 feet to a point on a curve; thence Southwesterly along a curve to the right whose tangent is perpendicular to the last mentioned course with a radius of 22 feet and a central angle of 59° 02' 47" an arc distance of 22.67 feet to a point of tangency and the Point of Beginning.

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

"Not Valid Unless Sealed with an embossed Surveyors Seal"

FIELD BOOK No. _____

DRAWN BY _____

JOB ORDER No. _____

CHECKED BY _____

o INDICATES MARKERS

SCALE: 1" =

ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM
LEGAL DESCRIPTION
CONDOMINIUM B

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

Beginning at the Southwest corner of said Parcel "A"; thence North 19° 58' 27" East along the West line of said Parcel 8, a distance of 505.67 feet; thence South 70° 01' 33" East a distance of 84.17 feet; thence South 9° 58' 27" West a distance of 199.76 feet; thence South 29° 58' 27" West a distance of 96.47 feet to a Reference Point "C" and a point of curve; thence Southwesterly through Southeasterly along a curve to the left with a radius of 35 feet and a central angle of 66° 41' 33" an arc distance of 40.74 feet; thence South 53° 16' 44" West a distance of 213.73 feet to the Point of Beginning; TOGETHER WITH a portion of said Parcel 8 more fully described as follows:

Commencing at the aforementioned Reference Point "C"; thence South 60° 01' 33" East a distance of 26 feet to the Point of Beginning; thence North 29° 58' 27" East a distance of 101.05 feet; thence North 9° 58' 27" East a distance of 121.33 feet; thence South 80° 01' 33" East a distance of 33 feet; thence South 9° 58' 27" West a distance of 191.57 feet; thence South 66° 51' 44" West a distance of 64.69 feet to a point of curve; thence Southwesterly through Northeasterly along a curve to the right with a radius of 9 feet and a central angle of 143° 06' 43" an arc distance of 22.48 feet to the Point of Beginning.

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

"Not Valid Unless Sealed with an embossed Surveyors Seal"

FIELD BOOK No. _____

DRAWN BY _____

JOB ORDER No. _____

CHECKED BY _____

o INDICATES MARKERS

SCALE: 1" =

ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM
LEGAL DESCRIPTION
CONDOMINIUM C

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

Commencing at the Southwest corner of said Parcel "A"; thence North 53° 16' 44" East a distance of 213.73 feet to a point on a curve; thence Northwesterly through Northeasterly along a curve to the right whose tangent is perpendicular to the last mentioned course with a radius of 35 feet and a central angle of 66° 41' 33" an arc distance of 40.74 feet to a point of tangency; thence South 60° 01' 33" East a distance 26 feet; thence North 29° 58' 27" East a distance of 101.53 feet; thence North 9° 58' 27" East a distance of 121.33 feet to the Point of Beginning; thence continuing North 9° 58' 27" East a distance of 78.43 feet; thence North 29° 58' 27" East a distance of 50.12 feet; thence South 60° 01' 33" East a distance of 33 feet; thence North 29° 58' 27" East a distance of 155.46 feet; thence North 9° 58' 27" East a distance of 40.80 feet; thence South 80° 01' 33" East a distance of 116.30 feet; thence South 29° 58' 27" West a distance of 207.33 feet; thence South 9° 58' 27" West a distance of 235.72 feet; thence South 86° 51' 44" West a distance of 116.73 feet; thence North 9° 58' 27" East a distance of 155.92 feet; thence North 80° 01' 33" West a distance of 33 feet to the Point of Beginning.

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

"Not Valid Unless Sealed with an embossed Surveyors Seal"

FIELD BOOK No. _____

DRAWN BY _____

JOB ORDER No. _____

CHECKED BY _____

o INDICATES MARKERS

SCALE: 1" =

ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM
LEGAL DESCRIPTION
CONDOMINIUM D

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

Commencing at the Southwest corner of said Parcel 8; thence North 19° 58' 27" East along the West line of said Parcel 8 a distance of 505.67 feet to the Point of Beginning; thence continuing North 19° 58' 27" East a distance of 393.46 feet; thence South 70° 01' 33" East a distance of 84.17 feet; thence South 9° 58' 27" West a distance of 126.05 feet to a Reference Point "D"; thence continuing South 9° 58' 27" West a distance of 73.71 feet; thence South 29° 58' 27" West a distance of 199.76 feet; thence North 70° 01' 33" West a distance of 84.17 feet to the Point of Beginning; TOGETHER WITH a portion of said Parcel 8, more fully described as follows:

Commencing at the aforementioned reference point "D" thence South 80° 01' 33" East a distance of 26 feet to the Point of Beginning; thence continuing South 80° 01' 33" East a distance of 33 feet; thence South 9° 58' 27" West a distance of 81.82 feet; thence South 29° 58' 27" West a distance of 155.46 feet; thence North 60° 01' 33" West a distance of 33 feet; thence North 29° 58' 27" East a distance of 149.64 feet to the Point of Beginning.

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

"Not Valid Unless Sealed with an embossed Surveyors Seal"

FIELD BOOK No. _____

DRAWN BY _____

JOB ORDER No. _____

CHECKED BY _____

o INDICATES MARKERS

SCALE: 1" =

ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM
LEGAL DESCRIPTION
CONDOMINIUM E

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

Commencing at the Southwest corner of said Parcel 8; thence North 19° 58' 27" East along the West line of said Parcel 8, a distance of 899.13 feet; thence South 70° 01' 33" East a distance of 84.17 feet; thence South 9° 58' 27" West a distance of 126.05 feet; thence South 80° 01' 33" East a distance of 26 feet to the Point of Beginning; thence continuing South 80° 01' 33" East a distance of 33 feet; thence South 9° 58' 27" West a distance of 41.02 feet; thence South 80° 01' 33" East a distance of 111.93 feet; thence North 9° 58' 27" East a distance of 187.83 feet; thence North 29° 58' 27" East a distance of 227.59 feet; thence North 84° 57' 45" East a distance of 25.79 feet; thence North 4° 48' 16" West a distance of 20.40 feet; thence North 14° 57' 04" West a distance of 46.29 feet; thence South 84° 57' 45" West a distance of 85.80 feet; thence South 5° 02' 15" East a distance of 33 feet; thence South 84° 57' 45" West a distance of 1.23 feet thence South 5° 02' 15" East a distance of 33 feet; thence South 84° 57' 45" West a distance of 47.26 feet; thence South 29° 58' 27" West a distance of 200.05 feet thence North 60° 01' 33" West a distance of 33 feet; thence South 29° 58' 27" West a distance of 32 feet; thence South 9° 58' 27" West a distance of 123.76 feet to the Point of Beginning.

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

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SCALE: 1" =

ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM
LEGAL DESCRIPTION
CONDOMINIUM F

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

Commencing at the Southwest corner of said Parcel 8; thence North 19° 58' 27" East along the West line of said Parcel 8, a distance of 899.13 feet to the Point of Beginning; thence continuing North 19° 58' 27" East along the said West line a distance of 396.19 feet; thence South 70° 01' 33" East a distance of 87.33 feet; thence South 20° 19' 04" West a distance of 19.26 feet; thence South 9° 58' 27" West a distance of 182.99 feet; thence South 29° 58' 27" West a distance of 165.47 feet to a Reference Point "E"; thence continuing South 29° 58' 27" West a distance of 34.29 feet; thence North 70° 01' 33" West a distance of 84.17 feet to the Point of Beginning; TOGETHER WITH A portion of said Parcel 8, more fully described as follows:

Commencing at the aforementioned Reference Point "E"; thence South 60° 01' 33" East a distance of 26 feet to the point of beginning; thence continuing South 60° 01' 33" East a distance of 33 feet; thence North 29° 58' 27" East a distance of 200.05 feet; thence North 84° 57' 45" East a distance of 47.26 feet; thence North 5° 02' 15" West a distance of 33 feet; thence North 84° 57' 45" East a distance of 1.23 feet; thence North 5° 02' 15" West a distance of 33 feet; thence South 84° 57' 45" West a distance of 11.47 feet; thence North 5° 02' 15" West a distance of 33 feet; thence North 84° 57' 45" East a distance of 2.68 feet; thence North 5° 02' 15" West a distance of 33 feet; thence South 84° 57' 45" West a distance of 47.83 feet; thence South 9° 58' 27" West a distance of 144.44 feet; thence South 29° 58' 27" West a distance of 167.76 feet to the Point of Beginning.

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

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ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM
LEGAL DESCRIPTION
CONDOMINIUM G

A portion of Parcel 8, ORIOLE GOLF AND TENNIS CLUB SECTION I, 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 feet to the Point of Beginning; thence continuing South 7° 38' 06" West along the said West line a distance of 293.98 feet; thence South 19° 58' 27" West along the said West line of Parcel 8, a distance of 91.03 feet; thence South 70° 01' 33" East a distance of 87.33 feet; thence North 20° 19' 04" East a distance of 200.80 feet to a Reference Point "F" and a point of curve; thence Northeasterly along a curve to the right with a radius of 35 feet and a central angle of 37° 50' 55" an arc distance of 23.12 feet; thence North 0° 19' 04" East a distance of 188.30 feet; thence North 84° 45' 46" West a distance of 97.83 feet 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 feet; thence South 20° 19' 04" West a distance of 46.67 feet to the Point of Beginning; thence continuing South 20° 19' 04" West a distance of 171.03 feet; thence South 9° 58' 27" West a distance of 40.77 feet; thence North 84° 57' 45" East a distance of 63 feet; thence North 5° 02' 15" West a distance of 33 feet; thence North 84° 57' 45" East a distance of 10.68 feet; thence North 5° 02' 15" West a distance of 33 feet; thence North 12° 39' 11" East a distance of 121.01 feet; thence North 69° 40' 56" West a distance of 29.50 feet to the Point of Beginning.

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

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ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM
LEGAL DESCRIPTION
CONDOMINIUM H

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

Beginning at the Northeast corner of said Parcel 8; thence South 4° 57' 04" East along the East line of said Parcel 8 a distance of 255.09 feet; thence South 85° 02' 56" West a distance of 98.30 feet; thence South 5° 02' 56" West a distance of 7.57 feet to a point on a curve; thence Northwesterly along a curve to the left whose tangent bears North 46° 00' 23" West with a radius of 35 feet and a central angle of 43° 40' 33" an arc distance of 26.68 feet to a point of tangency and a Reference Point G; thence North 89° 40' 56" West a distance of 26.55 feet to a point of curve; thence Westerly along a curve to the left with a radius of 35 feet and a central angle of 32° 09' 05" an arc distance of 19.64 feet; thence North 0° 19' 04" East a distance of 188.30 feet; thence North 84° 45' 46" West a distance of 97.83 feet to a point on the West line of said Parcel 8; thence North 7° 38' 06" East along the said West line a distance of 86.00 feet to the Northwest corner of said Parcel 8; thence South 88° 29' 33" East along the North line of said Parcel 8 a distance of 230 feet to the Point of Beginning; TOGETHER WITH a portion of said Parcel 8 more fully described as follows:

Commencing at the aforementioned Reference Point G; thence South 0° 19' 04" West a distance of 26 feet to the Point of Beginning; thence North 89° 40' 56" West a distance of 26.55 feet to a point of curve; thence Southwesterly along a curve to the left with a radius of 9 feet and a central angle of 70° an arc distance of 11 feet to a point of tangency; thence South 20° 19' 04" West, a distance of 46.67 feet; thence South 69° 40' 56" East a distance of 29.50 feet; thence North 12° 39' 11" East a distance of 6.01 feet; thence South 84° 57' 04" East a distance of 27.17 feet; thence North 5° 02' 56" East a distance of 46.67 feet to a point of curve; thence Northeasterly through Northwesterly along a curve to the left with a radius of 9 feet and a central angle of 94° 43' 52" an arc distance of 14.88 feet to the Point of Beginning.

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

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ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM
LEGAL DESCRIPTION
CONDOMINIUM J

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

Commencing at the Northeast corner of said Parcel 8; thence South 4° 57' 04" East along the East line of said Parcel 8 a distance of 266.09 feet to the Point of Beginning; thence continuing South 4° 57' 04" East a distance of 382.88 feet; thence South 85° 02' 56" West a distance of 87.48 feet; thence North 4° 48' 16" West a distance of 13.30 feet; thence North 14° 57' 04" West a distance of 180.87 feet; thence North 5° 02' 56" East a distance of 157.31 feet to a Reference Point H and a point of curve; thence Northwesterly along a curve to the left with a radius of 35 feet and a central angle of 51° 03' 19" an arc distance of 31.19 feet thence North 5° 02' 56" East a distance of 7.57 feet; thence North 85° 02' 56" East a distance of 98.30 feet to the Point of Beginning; TOGETHER WITH a portion of said Parcel H, more fully described as follows:

Commencing at the aforementioned reference Point "H"; thence North 84° 57' 04" West a distance of 26 feet; thence South 5° 02' 56" West a distance of 46.67 feet to the Point of Beginning; thence continuing South 5° 02' 56" West a distance of 115.22 feet; thence South 14° 57' 04" East a distance of 136.86 feet thence South 84° 57' 45" West a distance of 97.27 feet; thence North 5° 02' 15" West a distance of 33 feet; thence North 84° 57' 45" East a distance of 2.68 feet; thence North 5° 02' 15" West a distance of 33 feet; thence North 84° 57' 45" East a distance of 15.17 feet; thence North 5° 02' 15" West a distance of 33 feet; thence North 84° 57' 45" East a distance of 10.68 feet; thence North 5° 02' 15" West a distance of 33 feet; thence North 12° 39' 11" East a distance of 127.02 feet; thence South 84° 57' 04" East a distance of 27.17 feet to the Point of Beginning.

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

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ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM
LEGAL DESCRIPTION
CONDOMINIUM K

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

Beginning at the most Easterly corner of said Parcel 8; thence South 27° 48' 57" West along the East line of said Parcel 8, 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 to a Reference Point A and a point of curve; thence Northwesterly along a curve to the right with a radius of 30 feet and a central angle of 53°, an arc distance of 27.75 feet to a point of tangency; thence North 4° 48' 16" West a distance of 203.55 feet; thence North 85° 02' 56" East a distance of 87.48 feet to a point on the East line of said Parcel 8; thence South 4° 57' 04" East along the said East line a distance of 163.01 feet; thence South 59° 32' 15" East along the said Easterly line of said Parcel 8 a distance of 191.61 feet to the Point of Beginning; TOGETHER WITH a portion of said Parcel 8, more fully described as follows:

Commencing at the aforementioned Reference Point "A"; thence South 32° 11' 44" West a distance of 26 feet; thence South 57° 48' 16" East a distance of 16.45 feet to the Point of Beginning; thence continuing South 57° 48' 16" East a distance of 102.67 feet; thence South 32° 11' 44" West a distance of 22 feet; thence North 57° 48' 16" West a distance of 102.67 feet; thence North 32° 11' 44" East a distance of 22 feet to the Point of Beginning; ALSO TOGETHER WITH a portion of said Parcel A, more fully described as follows:

Commencing at the aforementioned Reference Point A, thence South 32° 11' 44" West a distance of 26 feet to a point on a curve; thence Northwesterly along a curve to the right whose tangent is perpendicular with the last mentioned course with a radius of 56 feet and a central angle of 53° an arc distance of 51.80 feet to a point of tangency; thence North 4° 48' 16" West a distance of 58.15 feet to the Point of Beginning; thence continuing North 4° 48' 16" West a distance of 135 feet; thence South 84° 57' 45" West a distance of 22 feet; thence South 4° 48' 16" East a distance of 134.91 feet; thence North 85° 11' 44" East a distance of 22 feet to the Point of Beginning.

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

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ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM
LEGAL DESCRIPTION
CONDOMINIUM L

A portion of Parcel 8, ORIOLE GOLF AND TENNIS CLUB SECTION I, 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 A; thence South 27° 48' 57" West along the Easterly line of said Parcel 8 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 34° 11' 44" West a distance of 26 feet; thence South 57° 48' 16" East a distance of 16.45 feet; thence South 32° 11' 44" West a distance of 22 feet to the Point of Beginning; 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 62° 11' 03" East a distance of 22 feet; thence North 27° 48' 57" East a distance of 224.33 feet; thence North 47° 48' 57" East a distance of 285.14 feet; thence North 27° 48' 57" East a distance of 90.83 feet to a point of curve; thence Northeasterly through Northwesterly along a curve to the left with a radius of 24,59 feet and a central angle of 85° 37' 13" an arc distance of 36.75 feet to a point of tangency; thence South 32° 11' 44" West a distance of 22 feet; thence North 57° 48' 16" West a distance of 102.67 feet to the Point of Beginning.

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

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ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM
LEGAL DESCRIPTION
CONDOMINIUM M

A portion of Parcel 8, ORIOLE GOLF AND TENNIS CLUB SECTION I, 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 8; thence South 27° 48' 57" West along the Easterly line of said Parcel 8 a distance of 225 feet to the Point of Beginning; thence continuing South 27° 48' 57" West along the said Easterly line a distance of 240.14 feet to a point of curve; thence Southwesterly along a curve to the right and along the said Easterly line of said Parcel 8 with a radius of 663.01 feet and a central angle of 29° 28' 34" an arc distance of 341.09 feet; thence North 32° 42' 29" West a distance of 82° 42' 29" West a distance of 82.32 feet to a point on a curve; thence Northeasterly along a curve to the left whose tangent bears North 54° 04' 35" East with a radius of 48 feet and a central angle of 26° 15' 38" an arc distance of 22 feet to a point of tangency; thence North 27° 48' 57" East a distance of 219.75 feet; thence North 47° 48' 57" East a distance of 281.10 feet to a point of curve; thence Northeasterly through Southeasterly along a curve to the right with a radius of 30 feet and a central angle of 70°, an arc distance of 36.65 feet to a point of tangency; thence South 62° 11' 03" East a distance of 28.18 feet to the Point of Beginning.

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

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