

**AFFIDAVIT OF OFFICIAL VOTE ON THE AMENDMENTS OF  
THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF ORIOLE GOLF & TENNIS CONDOMINIUMS  
TWO N, O, P, R, S, T, U, V, W, X, Y AND Z OF ORIOLE GOLF &  
TENNIS CLUB CONDOMINIUM TWO ASSOCIATION, INC.**

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME, personally appeared Carol Clark and and  
Richard Wilson, who after being duly sworn, deposes and says that  
the Amendments to the Covenants, Conditions and restrictions were approved by 272 of the  
owners of ORIOLE GOLF & TENNIS CONDOMINIUMS TWO N, O, P, R, S, T, U, V, W, X,  
Y AND Z OF ORIOLE GOLF & TENNIS CLUB CONDOMINIUM TWO ASSOCIATION,  
INC., in conjunction with a meeting of the Board of Directors of the ORIOLE GOLF & TENNIS  
CONDOMINIUMS TWO N, O, P, R, S, T, U, V, W, X, Y AND Z OF ORIOLE GOLF &  
TENNIS CLUB CONDOMINIUM TWO ASSOCIATION, INC. which approved the  
amendments by vote held on August 14, 2018 at  
1006 Country Club Drive Margate, FL 33063.

The notice of this special meeting was mailed or hand delivered in accordance with the Bylaws  
and applicable law. The notice was mailed or hand delivered to each lot owner at the address last  
furnished to the Association, as such address appears on the books of the Association, on  
May 15, 2018.

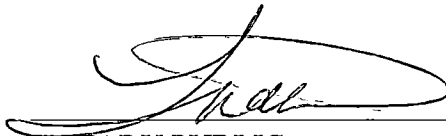
ORIOLE GOLF & TENNIS CONDOMINIUMS  
TWO N, O, P, R, S, T, U, V, W, X, Y AND Z OF  
ORIOLE GOLF & TENNIS CLUB  
CONDOMINIUM TWO ASSOCIATION, INC.  
ORIOLE GOLF and TENNIS CLUB II

By: Carol Clark  
Print Carol Clark

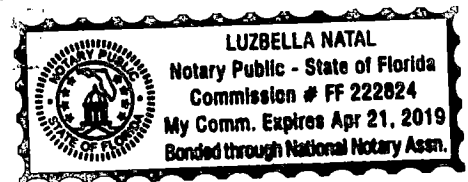
By: Richard L Wilson  
Print RICHARD L. WILSON

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 15 day of August 2018, by Carol Clark the Secretary and by Richard Wilson, the President of ORIOLE GOLF & TENNIS CONDOMINIUMS TWO N, O, P, R, S, T, U, V, W, X, Y AND Z OF ORIOLE GOLF & TENNIS CLUB CONDOMINIUM TWO ASSOCIATION, INC., a Florida for not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced drivers license as identification and did take an oath. If no type of identification is indicated, the above named person is personally known to me.

My commission expires: 4/21/19



NOTARY PUBLIC:  
(SEAL)



(Deletions indicated by ~~strikeout~~, Additions to the Declaration indicated by underlining)

*Exhibit "A"*

PROPOSED AMENDMENT OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ORIOLE GOLF & TENNIS CONDOMINIUMS TWO N, O, P, R, S, T, U, V, W, X, Y AND Z OF ORIOLE GOLF & TENNIS CLUB CONDOMINIUM TWO ASSOCIATION, INC.

CODING: Words ~~stricken~~ are deletions; Words underlined are additions. Unaffected language by "..."

Article XVI. "MAINTAINANCE AND REPAIRS" Section A. "By Apartment Owners" the following item shall be added:

9. It is the responsibility of the Owner(s) at the Owner's expense to replace and repair his/her own windows, doors, sliding glass doors, patios and any enclosed structures, including but not limited to porches and Florida Rooms. Prior to any work being commenced the Owner shall receive approval from the Oriole Golf & Tennis Club Condominium II Association, Inc. The Owner shall further procure any needed permits, use properly licensed installers, and acquire all the proper paperwork for the city of Margate.

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TENNIS CLUB CONDOMINIUM TWO ASSOCIATION, INC.**

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME, personally appeared Richard Wilson, and  
Richard Claxton, who after being duly sworn, deposes and says that  
the Amendments to the Covenants, Conditions and restrictions were approved by 75 to 10 of the  
owners of ORIOLE GOLF & TENNIS CONDOMINIUMS TWO N, O, P, R, S, T, U, V, W, X,  
Y AND Z OF ORIOLE GOLF & TENNIS CLUB CONDOMINIUM TWO ASSOCIATION,  
INC., in conjunction with a meeting of the Board of Directors of the ORIOLE GOLF & TENNIS  
CONDOMINIUMS TWO N, O, P, R, S, T, U, V, W, X, Y AND Z OF ORIOLE GOLF &  
TENNIS CLUB CONDOMINIUM TWO ASSOCIATION, INC. which approved the  
amendments by a unanimous vote held on July 21, 2016, 2016 at  
1006 Coconut Club DR MARLBOROUGH FL 33063

The notice of this special meeting was mailed or hand delivered in accordance with the Bylaws  
and applicable law. The notice was mailed or hand delivered to each lot owner at the address last  
furnished to the Association, as such address appears on the books of the Association, on  
Sept 10, 2016.

ORIOLE GOLF & TENNIS CONDOMINIUMS  
TWO N, O, P, R, S, T, U, V, W, X, Y AND Z OF  
ORIOLE GOLF & TENNIS CLUB  
CONDOMINIUM TWO ASSOCIATION, INC.  
ORIOLE GOLF and TENNIS CLUB II

By: Richard Wilson  
Print RICHARD WILSON PRESIDENT

By: Richard Claxton  
Print RICHARD CLAXTON VICE PRESIDENT

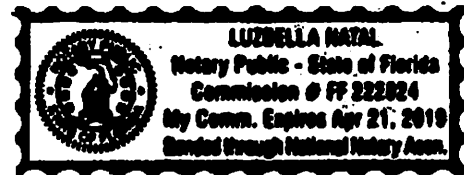
The foregoing instrument was sworn to, subscribed, and acknowledged before me this 7 day of February 2017, by Richard Wilson the President and by Richard Claxton, the Vice President of ORIOLE GOLF & TENNIS CONDOMINIUMS TWO N, O, P, R, S, T, U, V, W, X, Y AND Z OF ORIOLE GOLF & TENNIS CLUB CONDOMINIUM TWO ASSOCIATION, INC., a Florida for not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced Personally Known as identification and did take an oath. If no type of identification is indicated, the above named person is personally known to me.

My commission expires: 4/21/19



NOTARY PUBLIC:

(SEAL)



**AFFIDAVIT OF OFFICIAL VOTE ON THE AMENDMENTS OF  
THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF ORIOLE GOLF & TENNIS CONDOMINIUMS  
TWO N, O, P, R, S, T, U, V, W, X, Y AND Z OF ORIOLE GOLF &  
TENNIS CLUB CONDOMINIUM TWO ASSOCIATION, INC.**

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME, personally appeared Richard Wilson, and Richard Claxton, who after being duly sworn, deposes and says that the Amendments to the Covenants, Conditions and restrictions were approved by 75 to 19 of the owners of ORIOLE GOLF & TENNIS CONDOMINIUMS TWO N, O, P, R, S, T, U, V, W, X, Y AND Z OF ORIOLE GOLF & TENNIS CLUB CONDOMINIUM TWO ASSOCIATION, INC., in conjunction with a meeting of the Board of Directors of the ORIOLE GOLF & TENNIS CONDOMINIUMS TWO N, O, P, R, S, T, U, V, W, X, Y AND Z OF ORIOLE GOLF & TENNIS CLUB CONDOMINIUM TWO ASSOCIATION, INC. which approved the amendments by a unanimous vote held on July 21, 2016, 2016 at 1006 Country Club Dr MARGATE FL 33663

The notice of this special meeting was mailed or hand delivered in accordance with the Bylaws and applicable law. The notice was mailed or hand delivered to each lot owner at the address last furnished to the Association, as such address appears on the books of the Association, on Sept 10, 2016.

ORIOLE GOLF & TENNIS CONDOMINIUMS  
TWO N, O, P, R, S, T, U, V, W, X, Y AND Z OF  
ORIOLE GOLF & TENNIS CLUB  
CONDOMINIUM TWO ASSOCIATION, INC.  
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By: Richard Wilson  
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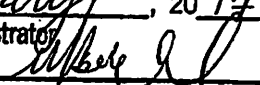
(7)

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 7 day of February 2017, by Richard Wilson the President and by Richard Claxton the Vice President of ORIOLE GOLF & TENNIS CONDOMINIUMS TWO N, O, P, R, S, T, U, V, W, X, Y AND Z OF ORIOLE GOLF & TENNIS CLUB CONDOMINIUM TWO ASSOCIATION, INC., a Florida for not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced Personally Known as identification and did take an oath. If no type of identification is indicated, the above named person is personally known to me.

My commission expires: 4/21/19

  
NOTARY PUBLIC:  
(SEAL)



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 9th day of February, 20 17.  
County Administrator  
By   
Deputy Clerk

**CONDOMINIUM DOCUMENTS**

**ORIOLE GOLF & TENNIS CLUB CONDOMINIUMS  
PHASE TWO  
A Condominium Apartment Development  
By  
Oriole Homes Corp.**

**Margate Boulevard  
Margate, Florida**



**ORIOLE GOLF & TENNIS CLUB  
PHASE TWO**

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**RECEIPT FOR BOOKLET**

Dear Oriole Golf & Tennis Club Condominium Apartment Purchaser:

We are pleased to provide you with a booklet containing the condominium documents relating to Phase Two of Oriole Golf & Tennis Club Condominiums ("Phase Two Condominiums").

We believe that the following explanations will be useful to you in reading the documents that make up this booklet.

A Condominium is a means whereby many people at one time can be the owners of an apartment building and the land upon which it is built. It is unlike a cooperative. A cooperative is a form of ownership whereby many people own stock in a corporation and the corporation in turn owns or leases an apartment building and land. A Cooperative Apartment may not be deeded, separately taxed or separately mortgaged. In a condominium there is a separate deed to each apartment and each apartment owner may if he desires separately mortgage his apartment subject to the Condominium Documents. Under present Florida law, a separate tax bill for each apartment is provided.

Condominiums became statutorily recognized in Florida in 1963 by the adoption of Chapter 711, Florida Statutes, the Condominium Act.

Phase Two Condominiums consist of twelve condominiums created in accordance with Florida Statutes. Although Oriole Golf & Tennis Club Condominiums consists of several Phases, Apartment Owners within Phase Two Condominiums shall share their own recreational area and shall be members of their own condominium association.

Each Apartment Owner is a member of Oriole Golf & Tennis Club Condominium Two Association, Inc., which is a Florida corporation not-for-profit and which is responsible for the operation of all Phase Two Condominiums.

Each of the documents contained in this booklet are summarized by a short statement of its purposes. The summary is intended to make the reading of the documents easier but should not be considered as a substitute for the actual reading of the documents themselves.

#### Document 1. DECLARATION OF CONDOMINIUM

The Declaration and its exhibits describe each apartment and its dimensions and the apartment building. It shows the location of parking spaces and common areas and, in general, describes the obligations of maintenance and repair. The Declaration also sets forth the percentage of common elements and common expenses that each apartment owner is to bear. The Declaration also provides that before any apartment owner may sell or lease his apartment, he must first offer it to the Condominium Association or to a purchaser or lessee supplied by that Association. There are also limitations on mortgaging an apartment. The Declaration also describes the voting rights of the apartment owners and the obligations to pay the common expenses and assessments.

Further, the Declaration provides that the Apartments shall be used for single family residences only; that no separate part of an Apartment may be rented and that an Apartment Owner shall not permit anything to be done in his Apartment which will interfere with the rights of other Apartment Owners or the Condominium Association. In addition, the Declaration reserves certain rights to the Developer as to Apartments owned by the Developer and provides for the use of Condominium Property by the Developer during the selling period.

#### Document 2. ARTICLES OF INCORPORATION

Phase Two Condominiums are operated by a Florida corporation not-for-profit. The legal document that establishes this corporation is the Articles of Incorporation. This instrument has been filed with the Secretary of State of the State of Florida and provides that each Apartment Owner shall become a member of the Association and will set forth the qualification and membership of the Board of Governors. The Developer has retained the right to name all of the Directors of the Condominium Association until no later than December 31, 1976. The Articles of Incorporation also specify the officers of the Association.

#### Document 3. BY-LAWS

The By-Laws specifically detail the everyday working features of the condominium and the Association. For example, the By-Laws describe how and when members' meetings are held; and the powers and duties of the Board of Governors. The By-Laws also detail the duties of the officers of the corporation. The By-Laws contain provisions which set forth the items that make up the budget.

#### Document 4. LONG TERM LEASE

Under this document, the recreational facilities for Phase Two Condominiums and land area contiguous thereto will be leased to Oriole Golf & Tennis Club Condominium Two Association, Inc. The Long Term Lease prescribes the rent to be paid by each Apartment Owner and specifies that all of the operating expenses, which include taxes, insurance and maintenance obligations, are paid by the Association from assessments on each apartment. A lien is provided for on each apartment to secure the payment of the rent and the operating expenses. It is specifically provided, however, that the nonpayment of rent by any one apartment shall never affect or cause a lien to be filed on any other apartment.

#### Document 5. MANAGEMENT AGREEMENT

This is an agreement entered into between the Condominium Association and Oriole G & T Management Corp. Under the terms of this agreement, the Association employs the management corporation on an exclusive basis to operate and maintain all of the condominium property and leased area. The term of the management agreement is for a period expiring December 31, 1976 but is subject to cancellation in accordance with the Condominium Act. Under the Management Agreement the management corporation confers with the Condominium Association, selects employees, collects assessments and rents, undertakes all of the operating functions of the Association. The management corporation collects a fee equal to Five (5) percent over and above all charges and expenses.

## MISCELLANEOUS DOCUMENTS

In addition to the foregoing documents, Rules and Regulations, a Form of Warranty Deed, a Form of Assignment of Parking Space and Apartment Construction Warranty, a Proposed Budget and Floor Plans and Site Plans have been included in this Booklet.

### STATEMENT ON BUDGET, FINANCES AND ASSESSMENTS

The amounts required for the operation, maintenance and repair or replacement of the common elements and such other expenses for which the apartment owners are liable to the Association pursuant to the Condominium Act and the Condominium Documents will be fixed and assessed from time to time, by the Board of Directors of the Condominium Association. The common expenses will include operating expenses of the condominium property, payments for any items of betterment; insurance premiums; legal and accounting fees; management fees; maintenance expenses; cost of repairs and replacements, including costs of emergency repairs and replacements with respect to condominium apartments which are necessary to protect the common elements and which are chargeable to the owners of the condominium apartments concerned; charges for the utilities used in common for the benefit of the condominium; charges for cleaning and janitorial expenses used in common for the benefit of the condominium; expenses and liabilities incurred by the Association in the enforcement of its rights or duties against its members or others; expenses of indemnifying its officers and directors; and the operating expenses under and pursuant to the Long Term Lease.

The Board of Governors shall adopt a budget for each year. The Budget is made up of several groups of items set forth in the By-Laws. These items which make up the common expenses are divisible into two groups, (a) expenses which arise out of the operation of the condominium and (b) operating expenses due under the Long Term Lease. The percentage of common expenses borne by each condominium apartment has been computed to reflect the comparative square footage of such apartments within a given condominium, however, the percentage assigned to Type B Apartments has been increased from that assigned to Type A Apartments (having the same square footage) to allow for additional expenses resulting from the second bathroom.

Assessments based upon the Budget are payable quarterly in advance on the first days of the months of January, April, July and October of each year. A projected operating budget setting forth the estimated annual operating expenses of the condominium are determined each year and the proposed assessments are transmitted to each apartment owner by the Board.

The Developer has prepared the initial operating budget for Phase Two Condominiums. In preparing this Budget, information has been used based upon other similar condominium developments in Florida. The Developer believes that the proposed initial operating budget is reliable, however, because actual expenditures may differ from estimated expenditures and because of possible changes in the future expenses of the condominiums, the proposed initial operating budget is not intended nor should it be considered as a representation, guarantee or warranty of any kind whatsoever, including, without limitation, that the actual expenses for any period of operation may not vary from the amounts estimated or that the Condominium Association will not incur additional expenses or that the condominium will not provide for additional reserves or other sums not reflected in the projected operating budget.

The Developer, however, recognizes that by reason of the difficulties normally encountered in initially setting up the management and operation of condominiums that it would be useful to provide some form of guarantee for an initial operating period. Accordingly the Developer has agreed in the Declaration of Condominium that for an initial period of time, defined as such in the Declaration, only interim assessment figures will be charged and the Developer will be responsible for making up the difference, if any, between the common expenses and operating expenses of the condominium and the amount collected from apartment owners under the interim assessments. During this same period of time the Developer will make no payments for interim assessments for apartments owned by the Developer but instead will pay only the difference between the amount estimated in the interim assessments and the actual costs and expense of operating the condominium.

After the initial operating period, assessments for common expenses will be based upon the projections and estimates of the Board of Governors of the Condominium Association.


#### STATEMENT OF PREPARATION OF DOCUMENTS

The documents set forth in this booklet have been prepared without the identifying symbol for the particular condominium building. As each individual Declaration is filed of record, it will be identified by a particular letter ("N", "O", etc.) representing the letter description of a particular condominium building. These letters will be inserted in the appropriate Condominium Documents. Certified copies of the recorded Condominium Documents will be maintained on file with the Condominium Association. It is provided by Florida statutes that without obtaining the approval of the Buyer no changes or amendments which would materially affect the rights of the Buyer or the value of the apartment, may be made in any of the items furnished in this booklet to a prospective Buyer.

#### STATEMENT OF OWNERSHIP

Each Apartment Owner shall own his Apartment in fee simple, subject to the condominium documents; shall receive an Assignment of Parking Space as a limited common element; and shall be a member of the Association. The Association as provided in the Long Term Lease is the lessee of the Demised Parcel and improvements thereon.

Very truly yours,

  
Oriole Homes Corp., Developer  
of Oriole Golf & Tennis  
Club Condominiums

DECLARATION OF CONDOMINIUM  
OF  
ORIOLE GOLF & TENNIS CLUB CONDOMINIUM TWO \_\_\_\_\_

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 TWO \_\_\_\_\_

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 APARTMENTS

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 & Tennis Club Condominiums" means the planned community of residential apartment buildings being developed as a multiphased project by the Developer, upon a portion of real property known as 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 a particular phase of which is identified by number, e.g. "Two."

2. "Phase Two Condominium" means a particular condominium in Oriole Golf & Tennis Club Condominium Two, and which is the subject of a particular Declaration, further identified by reference to a letter assigned to each condominium (e.g. "Oriole Golf & Tennis Club Condominium Two N").

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, and all of the instruments and documents referred to therein and executed in connection with a Phase Two Condominium.

6. "Declaration" means this document.

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

8. "Apartment Owner" means unit owner as defined by the Act.

9. "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 Long Term Lease.

(c) any other expenses designated or inferred to be Common Expenses by the Act or by the Condominium Documents and any similar expenses designated as Common Expenses from time to time by the Board.

10. "Condominium Property" means the Land, all improvements thereon, including the Apartments, the Common Elements, and all easements and rights appurtenant thereto.

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

12. "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.

13. "Association" means Oriole Golf & Tennis Club Condominium Two Association, Inc. the corporation not-for-profit organized and existing under the laws of the State of Florida for the purpose of operating Phase Two Condominiums.

14. "Articles" mean the Articles of Incorporation of the Association.

15. "By-Laws" mean the By-Laws of the Association.

16. "Board" means Board of Governors of the Association.

17. "Long Term Lease" means the instrument by which real property and improvements thereon are leased by Developer to the Association and wherein the Operating Expenses and Rent obligations thereunder are made specifically applicable to Apartment Owners.

18. "Demised Parcel" means the real property set aside under the Long Term Lease.

19. "Operating Expenses" means the taxes, insurance, utility expenses, maintenance and other monetary expenses of the Demised Parcel which are part of the Common Expenses of this condominium.

20. "Rent" means the rent to be paid to the Lessor under the Long Term Lease.

21. "Appurtenances to an Apartment" means the appurtenances to an Apartment specifically described in Section 711.04(2) of the Act.

B. Identification of Apartments and Limited Common Elements

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

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. 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 is set forth in Article XIV of this Declaration. Any parking spaces not assigned may be used for guest parking under the rules promulgated by the Board.

(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 Exhibit B hereto a Survey, Plot Plan and Graphic Description of Improvements on the Land and which Survey, Plot Plan and Graphic Description of Improvements is incorporated herein.

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 dimension, and the Demised Parcel. 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 those portions of the Common Elements set aside for parking and driveways, with Apartment Owners of other condominiums operated by the Association.

#### 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 APARTMENTS

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 TWO ASSOCIATION, INC." a true copy of which is annexed to this Declaration as an Exhibit.

#### X CONDOMINIUM ASSOCIATION AND ITS MEMBERS

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

The property comprising Oriole Golf & Tennis Club Condominium Two is being developed by the Developer under a common plan. Each Phase Two Condominium is constructed separately and shall be submitted to condominium ownership by a separate declaration as separate Condominium Property, however all of the Phase Two Condominiums shall be operated and governed by the Association. All of the Apartment Owners in Phase Two Condominiums shall be members of the Association.

C. 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 for their use and for the use of their immediate families, guests, invitees or licensees for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the just described easements.

### B. Easements and Cross Easements

Inasmuch as this condominium is declared upon land comprising a portion of Oriole Golf & Tennis Club Section 1, and is a part of Oriole Golf & Tennis Club Condominium Two, there are hereby created easements, in favor of the balance of all of Oriole Golf & Tennis Club Condominium Two, and the owners thereof, for ingress and egress to provide power, electric, 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, and necessary and proper for, the Phase Two Condominiums.

There is shown on the Site Plan (page one of Exhibit B) road areas within Oriole Golf & Tennis Club Condominium Two. The Developer reserves the right to dedicate or convey to the City of Margate all or portions of such road areas 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 areas at the request of the City of Margate. There is also shown on the site plan a canal. The Developer reserves the right to dedicate this canal to the City of Margate for the benefit of the public to be maintained by the City. Such dedication shall take place as to the whole or any part of the canal at the request of the City of Margate. The Association and the Apartment Owners agree to execute such documents as Developer may require in order to effectuate the dedication of such easements.

### 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 a particular Phase Two 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 had 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 Apartments 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 during any consecutive twelve (12) month period.

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 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, or the Limited Common Elements.

C. An Apartment Owner shall show no sign, advertisement or notice of any type on the Common Elements, Limited Common Elements, Demised Parcel or in or upon his Apartment and shall erect no exterior antenna and aerials upon any portion or part of his Apartment or the Common Elements.

D. An Apartment Owner shall not keep a pet in his Apartment, except under the regulations promulgated by the Association from time to time, nor keep any other animals, livestock or poultry nor may any of the same be raised, bred, or kept upon any portion of the Condominium Property, including any balcony or terrace; nor shall there be permitted any trailer, boat, camper or recreational vehicle of any type on any portion of the Condominium Property.

#### XIV TRANSFER OF PARKING SPACES

The following provisions will be applicable to the transfer and assignment of Parking Spaces.

##### A. Assignment of Parking Spaces.

The Developer has the right to assign the use of a particular parking space to a particular Apartment 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 hereafter 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 who 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 within 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 who 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 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 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 any Apartment Owner within this condominium 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 or whatever parking spaces have not been assigned to the use of any particular Apartment, the parking space may be assigned, used or leased on such terms and conditions as the Board may from time to time determine, provided that a portion of the parking spaces shall always be kept for providing guest parking.

#### 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 herein elsewhere contained 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 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 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 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 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 approved and 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 or State Savings and Building and Loan Association, or Mortgage Banking company licensed in the state of Florida, 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 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 any 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 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. 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 his balcony 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 Oriole Golf & Tennis Club Condominium Two in its 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 as built building plans 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 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 would detrimentally affect the architectural design of the building, without first obtaining the written consent of the Board.

3. Not to paint or make any alteration, decoration, repair, replacement or change of or on the Common Elements or to any outside or exterior portion of the building, including doors, windows, etc. and not to place any drapery facings, heat reflecting devices, blinds or shades without the written approval of the Board; Nor may there be any exterior lighting fixtures, mail boxes, screen doors, hardware, or similar items installed which are not consistent with the general architecture of the building and without specific written approval of the Board. The Board shall not grant approval if in its opinion the effect of any of the items mentioned herein will be unsightly as to the exterior of the building.

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. The provisions as to the use of an authorized plumber or electrician shall not be applicable to an approved first mortgagee 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 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 and to maintain and repair all landscaping and roadways in or upon the Condominium Property.

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 the Demised Parcel in accordance with the Long Term Lease.

#### C. Management Agreement

The Board has entered into a Management Agreement with Oriole G & T Management Corp., a corporation owned and controlled by Developer. This Agreement was entered into for the purpose of providing for the services, labor, work and materials necessary for the maintenance and repair of the Condominium Property of this and all Phase Two Condominiums and for assisting the Board in carrying out the obligations of the Association contemplated by the Condominium Documents, including the obligation of centralized management provided in the Long Term Lease. In accordance with the terms of the Management Agreement, the Board has empowered and granted to such corporation the rights of access granted and given to the Board; the rights of assessments and collection of Common Expenses; and certain powers to carry out the instructions of the Board. 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 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). The cost of such alterations and improvements shall be assessed among the Apartment Owners therefor in proportion to their share of Common Expenses.

### 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 and all assessments levied by the Board.

#### B. Assessments

Assessments shall be made and determined in the following manner:

1. The Board 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. The By-Laws contain other provisions applicable to the determination and make up of the budget and allocation of expenses.

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 Board shall assess such sums by promptly notifying all Apartment Owners by delivering or mailing notice thereof at such Apartment Owner's most recent address as shown by the books and records of the Association. The annual assessments shall be payable in quarterly installments which shall be due and payable in advance to the Association on the first days of January, April, July and 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 of default in the payment of an installment, the Board may accelerate remaining installments of the annual assessment upon notice thereof to the Apartment Owner in default 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 the Board 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 foreclosures and sale.

4. The Board 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 apartment 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 ten (10%) percent 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 an Apartment by voluntary conveyance, such mortgagee, its successors, and assigns shall not be liable for accrued assessments or Common

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 ("Interim Assessments") are in effect for the period ending December 31, 1977 ("Interim Assessment Period"). The Interim Assessments are estimates only of the annual assessments set forth in the By-Laws. The Developer guarantees that during the Interim Assessment Period 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 1978 and the Developer will pay any regular assessments for any of the Apartments owned by the Developer.

#### XVIII INSURANCE

The Board shall obtain liability insurance in such amounts as the Board may determine from time to time for the purpose of providing liability insurance coverage for the Common Elements and Limited Common Elements. The Board 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

A. 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 in an amount equal to the maximum insurable replacement value as determined annually by the Board 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 the 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 on Apartments in the Condominium Property and in the absence of the action of said mortgagee, the Association shall have said right without qualification.

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 in an Insurance Trust Agreement 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 Board 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 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 Apartments, 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 an 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 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:

[1] 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 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 the Association shall consider to be fair and equitable under the circumstances. Whereupon the Board, 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 shall order a membership meeting of the class of members of the Association of this 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 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 termination of the Plan of Condominium as provided in Article XXVII. 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 each Declaration for each Phase Two Club Condominium 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 whether or not 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. 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 described 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 the 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 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 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. 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 (other than interior of walls abutting apartments owned by the Developer) without an amendment of this Declaration approved by 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 such signatures are 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 Apartment 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 any approved mortgagee or of the Developer under the Declaration or the Long Term Lease. No amendment shall change the provisions of this Declaration with respect to approved first mortgagees or the Developer, or provisions of the Long Term Lease with respect to Developer, without the specific written approval of all such approved first mortgagees of record and the Developer.

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 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 Developer 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 APARTMENTS OWNED BY IT FREE OF RESTRICTIONS  
SET FORTH IN ARTICLE XV**

Notwithstanding any provision to the contrary, 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 Apartment by the Developer, the rights of notice and consent herein granted to the Association in Article XV 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 Demised Parcel 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 Elements and shall remain the property of the Developer.

XXVI ASSOCIATION TO ACQUIRE  
AND ENTER INTO AGREEMENTS

A. The Association has entered into a Long Term Lease with the Developer as contemplated by Section 711.121 of the Act on behalf of and for the benefit of this condominium and all other Phase Two Club Condominiums. This Agreement is recorded in Official Records Book \_\_\_\_\_, page \_\_\_\_\_ of the Public Records of Broward County, Florida. Under the Long Term Lease the Association has acquired possessory and use interests in certain real property and improvements described therein, ("Demised Parcel") which are intended for the enjoyment, recreation or other use and benefit of Apartment Owners in this and other Phase Two Condominiums. The expenses of operating the Demised Parcel including the taxes, insurance, repair and maintenance of the facilities located thereon, are Common Expenses.

B. The Association is authorized to enter into other agreements with other Oriole Golf & Tennis Club Condominium Associations or the Developer to acquire other possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance and repairs, are Common Expenses.

XXVII 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 D.3. (c) ii, 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 in this condominium and all of the parties holding approved first mortgages, against 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 of this condominium shall be deemed to be owned in common by the Apartment Owners of this condominium. Each Apartment Owner to the extent he owns the Condominium Property in common shall continue to be responsible for the Rent and his pro-rata share of the Operating Expenses under the Long Term Lease and the lien rights provided for therein shall run with the Condominium Property.

IN WITNESS WHEREOF ORIOLE HOMES CORP., a Florida corporation, has caused these presents to be signed in their name by a President and their corporate seal affixed and attested to by their Secretary this \_\_\_\_\_ day of \_\_\_\_\_, 1973.

WITNESSES:

ORIOLE HOMES CORP.

By \_\_\_\_\_

Attest \_\_\_\_\_

(SEAL)

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 acknowledgement, personally appeared  
and

and well known to me to be the  
of ORIOLE HOMES CORP., 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 seal of said corporation.

WITNESS MY Hand and Official Seal in the County and State  
last aforesaid this            day of            , 1973.

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

My Commission Expires:

TO  
DECLARATION OF CONDOMINIUM  
ORIOLE GOLF & TENNIS CLUB CONDOMINIUM TWO \_\_\_\_\_

LEGAL DESCRIPTION OF LAND

Exhibit A to each Declaration shall contain the Legal Description of the land included and submitted to condominium ownership by such Declaration, and shall include a portion of Oriole Golf and Tennis Club Section One according to the Plat thereof recorded in Plat Book 75 Page 34 of the Public Records of Broward County, Florida.

EXHIBIT B  
TO  
DECLARATION OF CONDOMINIUM  
ORIOLE GOLF & TENNIS CLUB CONDOMINIUM TWO \_\_\_\_\_

SURVEY, PLOT PLAN AND  
GRAPHIC DESCRIPTION OF IMPROVEMENTS

[There shall be recorded contemporaneously with each Declaration, the survey, plot plan and graphic description of improvements. A site plan, typical floor plans, common elements and parking space plans are included in this booklet.]

## EXHIBIT C

TO

## DECLARATION OF CONDOMINIUM

## ORIOLE GOLF &amp; TENNIS CLUB CONDOMINIUM PHASE TWO

## BUILDINGS N, O, Y and Z

<u>Apartment Number</u>	<u>Type</u>	<u>Share of Common Elements, Common Surplus, and Common Expense</u>
105, 205, 305, 405.	A	2.41797 each apt.
106, 206, 306, 406.	B	2.63385 each apt.
101, 102, 103, 104, 107, 108, 109, 201, 202, 203, 204, 207, 208, 209, 301, 302, 303, 304, 307, 308, 309, 401, 402, 403, 404, 407, 408, 409.	C	2.84974 each apt.
<hr/> 36 Apartments		<hr/> 100%

## BUILDINGS P, R, S, T, U, V, W and X

<u>Apartment Number</u>	<u>Type</u>	<u>Share of Common Elements, Common Surplus, and Common Expense</u>
105, 205, 305, 405, 106, 206, 306, 406	B	2.61131 each apt.
101, 102, 103, 104, 107, 108, 109, 201, 202, 203, 204, 207, 208, 209, 301, 302, 303, 304, 307, 308, 309, 401, 402, 403, 404, 407, 408, 409.	C	2.82534 each apt.
<hr/> 36 Apartments		<hr/> 100%

DECLARATION OF CONDOMINIUM OF  
CONDOMINIUM \_\_\_\_\_ OF ORIOLE GOLF & TENNIS CLUB TWO

EXHIBIT D

<u>Apartment Type</u>	<u>Interim Assessments Quarterly</u>
A	\$84.00
B	\$91.50
C	\$99.00

ARTICLES OF INCORPORATION  
OF  
ORIOLE GOLF & TENNIS CLUB CONDOMINIUM TWO 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 TWO 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.

ARTICLE II

PURPOSE

The purpose for which this corporation is organized is the operation and management of condominium apartment buildings to be located within Parcel 5 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, (herein called "Phase Two Condominiums") 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 Phase Two Condominiums in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation ("Articles") and which may be contained in the Declarations of Condominium (the "Declaration") which will be recorded amongst the Public Records of Broward County, Florida, at the time portions of 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 Phase Two Condominiums.

### 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 of the Association (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 owners of Apartments ("Apartment Owners") of Phase Two Condominiums 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 Long Term 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;

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 of the Association (the "Board") or the Apartment Owners of this Association.

H. to become a member of such 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 the functions of representing this Association at the membership meetings of such corporations-not-for-profit.

## 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. All owners of Apartments in Phase Two Condominiums 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 a Phase Two Condominium, whether by conveyance, devise, judicial decree or other instrument of acquisition of title ("Instrument"). Such Instrument shall designate the name of the new owner and the Apartment affected thereby. Upon such acquisition of fee title or fee interest the new owner shall become a member of the Association, and the membership of the prior owner as to the subject Apartment shall be terminated. The new owner shall deliver a true copy of the Instrument to the Association.

3. The share of a member in the funds and assets of the Association, in its Common Elements and its Common Surplus, and the membership in this Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to an Apartment.

4. The aggregate of the entire membership, that is all Apartment Owners at Phase Two Condominiums, are referred to herein as "membership at large". Since the Association shall be the condominium association for each of the Phase Two Condominiums, the membership in the Association shall be divided into classes, and there shall be one class for each Phase Two Condominium for which a Declaration has been recorded. Each class shall be designated by their condominium designation; thus, for example, Apartment Owners in Oriole Golf & Tennis Condominium Two O shall be members of Class O. The voting rights or limitations for each class shall be as set forth in paragraph 5 of this Article IV.

5. On all matters for which the membership shall be entitled to vote whether at large or by class, as hereinafter provided, there shall be only one vote for each Apartment, which vote shall be exercised and governed by the Declaration and the By-Laws. In matters requiring a vote, the membership voting shall be as follows:

A. matters relating to a particular Phase Two Condominium shall be voted on by the class of members owning Apartments in that condominium;

B. matters pertaining to the Association as a whole shall be voted on by the membership at large.

6. The decision as to whether a matter relates to a particular Phase Two Condominium or to the Association as a whole shall be determined by the Board as a whole, provided, however, that no action or resolution which shall require the vote of the membership because of any provisions of the Declaration or the By-Laws, or in Act, shall be effective with regard to any part of a particular Phase Two Condominium unless the membership class of that Phase Two Condominium shall have voted on said act or resolution.

7. Until the first Phase Two Condominium is submitted to condominium ownership by the recordation of a 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. Once a Phase Two Condominium is submitted to condominium ownership by the recordation of its Declaration, the Developer as owner of each Apartment shall exercise membership rights of each Apartment until the establishment of new ownership as provided in paragraph 2 of this Article.

## ARTICLE V

### TERM

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

## ARTICLE VI

### SUBSCRIBERS

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

<u>NAME</u>	<u>ADDRESS</u>
Elliott B. Barnett	900 Northeast 26th Avenue Fort Lauderdale, Florida
Donald C. McClosky	900 Northeast 26th Avenue Fort Lauderdale, Florida
Harvey G. Kopelowitz	900 Northeast 26th Avenue Fort Lauderdale, Florida

## ARTICLE VII

### OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the several Vice Presidents, Secretary and Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board. The Board, or President, with the approval of the Board, 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 shall elect the President, Secretary, and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible, provided, however, the 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 name of the officers who are to serve until the first election of officers by the Board are as follows:

President	E. E. Hubshman
Vice President	Conrad Williams
Secretary	Harry A. Levy
Treasurer	A. Nunez
Assistant Secretary	A. Nunez

#### ARTICLE IX

##### BOARD OF DIRECTORS

1. The number of members of the First Board (the "First Board") shall be five (5). The number of members of the Board shall be increased as provided in Paragraph 3 of this Article.

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

<u>NAME</u>	<u>ADDRESS</u>
Jacob L. Friedman	450 N. W. 65th Terrace Margate, Florida 33063
Conrad Williams	450 N. W. 65th Terrace Margate, Florida 33063
Harry A. Levy	450 N. W. 65th Terrace Margate, Florida 33063
E. E. Hubshman	450 N. W. 65th Terrace Margate, Florida 33063
A. Nunez	450 N. W. 65th Terrace Margate, Florida 33063

3. Membership of all Boards elected subsequent to the First Board shall be composed of the following:

There shall be two Governors elected by each class of members, each of whom shall be a resident

and Apartment Owner of the Phase Two Condominium electing such Governor. A Phase Two Condominium shall be entitled to elect Governors if its Declaration was recorded ninety (90) days prior to the meeting held for electing Governors.

4. The first election by the members of the Association for Governors shall not be held until after Oriole Homes Corp. or its successors or assigns (the "Developer") has relinquished control of the Association as described in paragraph 5 of this Article IX. Thereafter, the election of Governors shall take place annually within fifteen (15) days subsequent to the Annual Members Meeting in accordance with Section 3.2 of the By-Laws.

5. Until December 31, 1976, Developer shall have the right to appoint, designate and elect all of the members of the First Board. The Developer shall relinquish its right to appoint Governors and cause the First Board to resign on December 31, 1976, and may at any time prior thereto, relinquish its right to appoint Governors and cause its designees to resign from the Board. Upon relinquishing its right to appoint the Governors a meeting of the Association shall be held within fifteen (15) days of such relinquishment, for the purpose of electing Governors.

#### ARTICLE X

#### AMENDMENTS

1. Prior to the time of the recordation of the first Declaration for a Phase Two Condominium, these Articles may be amended by an instrument, in writing, signed by all of the subscribers to these Articles or their successors, stating the Article number and the manner of its amendment and filing in the office of the Secretary of State of the State of Florida a certified copy of each such amendment and attaching a certified copy of each such amendment to these Articles upon its recordation with the Declaration.

2. After the filing of the first Declaration these Articles 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 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.

C. 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.

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

E. 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 hereunto affixed their signatures, this       day of       , 1973.

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STATE OF FLORIDA   )  
                          ) SS:  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared ELLIOTT B. BARNETT, DONALD C. McCLOSKEY and HARVEY G. KOPELOWITZ, 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.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures, this           day of           , 197

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

(Notary Seal)

My Commission Expires:

B Y - L A W S

O F

ORIOLE GOLF & TENNIS CLUB CONDOMINIUM TWO ASSOCIATION, INC.

Section 1. Identity. These are the By-Laws of Oriole Golf & Tennis Club Condominium Two 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 residential condominium apartment buildings on real property described as portions of Parcel S, Oriole Golf and Tennis Club Section I, as recorded in Plat Book 75, Page 34 of the Public Records of Broward County, Florida (herein called "Phase Two Condominiums") and more particularly described in the Declarations 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.

1.1 The office of the Association shall be for the present at 450 N. W. 65th Terrace, Margate, Florida, 33063, and thereafter may be located at any place in Broward County, Florida, designated by the Board of Governors ("Board").

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

1.3 The seal of the Association shall bear the name of the Association; the word "Florida"; the words "Corporation Not for Profit" and the year 1973.

1.4 The provisions of these By-Laws 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 By-Laws are attached, and the Articles of Incorporation of the Association (the "Articles").

1.5 The term "Developer" means Oriole Homes Corp., a Florida Corporation, 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 Annual Members' Meeting shall be held at the office of the Association at 8:00 o'clock p.m. Eastern Standard Time, on the second Thursday in February of each year commencing with the year 1974, for the purpose of hearing reports of the officers, 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.

2.3 Special Meetings of the membership at large or of a class or classes of members as those terms are used in the Articles 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, and must be called by such officers upon receipt of a written request from one third (1/3) of the entire membership or, as to any class or classes, upon receipt of a written request from one-third (1/3) of the entire class or classes.

2.4 Notice of all meetings of members at large or of a class or classes of members (hereinafter jointly referred to as "Members' Meetings") stating the time 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 a meeting of the members at large shall consist of persons entitled to cast a majority of the votes of the entire membership. A quorum of any meeting of a class of members shall consist of persons entitled to cast a majority of the votes of the class of members. The joinder of a member in the action of a meeting by signing and concurring 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 By-Laws 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 Members' Meetings 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) matters relating to election of Governors (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 First Board shall consist of the number of persons designated in accordance with the Articles.

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

(a) In accordance with the provision of the Articles;

(b) Election of Governors shall be by a plurality of the votes cast at the meeting ("election meeting") of the class of membership which said Governor shall represent, held annually within fifteen (15) days subsequent to the Annual Members' Meeting.

(c) Vacancies caused by the death, resignation, removal or incapacity of a Governor ("vacated Governor") shall be filled by an Apartment Owner of the same condominium as that resided in by the vacated Governor, chosen by the remaining Governor from such condominium to serve until the next election meeting of the class of membership which the vacated Governor represented. If there is no remaining Governor from such condominium then the Board shall choose the apartment owner to fill the vacancy.

3.3 The term of each Governors' service shall extend until the next election meeting, 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 Articles may be removed from office upon the affirmative vote of two-thirds ( $2/3$ ) of the class of membership which elected such Governor for any reason deemed by such 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 only by the Developer and his successor named by the Developer.

3.5 The organizational meeting of a newly elected Board shall be held within twenty (20) days of the Annual Members' Meeting at such place and time as shall be fixed by the Governors at the Annual Members' Meeting, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

3.6 Regular meetings of the Board 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 Board 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. 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 waive 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 Board meetings shall consist of the Governors entitled to cast sixty (60) percent 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, except as specifically otherwise provided in the Declaration. If at any meeting of the Board 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.

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

#### Section 4. Powers and Duties of the Board.

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

4.1 Make and collect assessments against members to defray the costs of Phase Two Condominiums;

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 Apartments and those acquiring Apartments 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 Declarations, the Articles, these By-Laws, the Rules and Regulations, referred to herein and in the Declarations 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 or the membership of the Association;

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

4.10 To purchase and carry insurance for the protection of Apartment 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 Phase Two Condominiums and not billed to owners of individual Apartments;

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

4.13 To collect and pay over the Rent and Operating Expenses of the Long Term Lease.

#### Section 5. Officers.

5.1 Executive officers of the Association shall be a President, who shall be a Governor, the several Vice Presidents, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board and who may be peremptorily removed by vote of the Board at any meeting. The Board 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 President 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 Directors 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 contracting with a Governor for the management of Phase Two Condominiums.

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 Apartment. Such an account shall designate the name and address of the owner or owners of each Apartment, the account 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 shall adopt a budget for each calendar year which shall contain estimates of the costs of performing the functions of the Association, including but not limited to the following items:

(1) Common Expenses Budget:

- (i) Administration
- (ii) Building Maintenance
- (iii) Casualty and Liability Insurance
- (iv) Electric
- (v) Garbage Collection
- (vi) Grounds Maintenance
- (vii) Water and Sewer
- (viii) Personnel
- (ix) Legal and Accounting
- (x) Parking Area Expenses
- (xi) Taxes, Insurance and Other Operating Expenses applicable to each condominium
- (xii) The Board may determine and create a capital fund for deferred assessments for repair.

(2) Proposed assessments against each member;

(3) Proposed special assessments against each member if any are anticipated.

(4) Rent for each Apartment.

Note on the preparation of the budget. Expenses of the Association which are applicable to more than one condominium, such as grounds, maintenance, administration, garbage collection, condominium administration and upkeep of Manager's apartment etc., shall be allocated by the Board of Governors amongst the several condominiums operated by this Association on such terms and conditions and percentages as the Board sees fair and equitable. Once such allocation is made, the sum that is determined shall be part of the Common Expenses of that particular condominium.

[b] Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before December 15th of the year preceding 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.

[c] In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year (including the regular assessments and interim assessments, as that term is defined in the Declaration) may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a prorata basis any expenses which are prepaid in any one calendar year for Common Expenses which cover more than a calendar year, for example, insurance, taxes, etc.; (iv) Common Expenses incurred in a calendar year shall be charged against income for the same calendar year, regardless of when the bill for such Common Expenses is received. Notwithstanding the foregoing, regular and/or interim assessments shall be of sufficient magnitude to insure an adequacy of cash availability to meet all budgeted expenses in any calendar year, as such expenses are incurred in accordance with the cash basis method of accounting. The cash basis method of accounting shall conform to generally accepted accounting standards and principles applicable thereto.

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 15th 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 Long Term Lease with Oriole Homes Corp. as Lessor, as contemplated by Section



711.121 of The Act, whereby the Association has acquired possessory and use interest in certain real and personal property described herein which are intended for the enjoyment, recreation and other use and benefit of Apartment Owners in Phase Two Condominiums. The expenses of operating, including taxes, insurance, repair and maintenance of facilities located therein are Common Expenses.

8.2 The Association is authorized to enter into other agreements with other condominium associations or the Developer to acquire other possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance and repairs, are Common Expenses.

**Section 9. Amendments.**

9.1 These By-Laws may be amended in the same manner as the Declarations 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.

9.3 An amendment may be proposed by either the Board 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 By-Laws which the Board deem necessary by reason of the amendments contemplated by paragraph A of Article XXIV of the Declaration may be approved and become amendments to these By-Laws by resolution of the Board 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 Long Term Lease.

9.5 Notwithstanding anything provided in the preceding sections these By-Laws may be amended by the unanimous vote of the First Board alone, provided that no such amendment shall discriminate against any Apartment Owner nor against any Apartment or class or group of Apartments unless the Apartment Owners so affected shall consent. No amendment shall be made which is in conflict with the Articles of the Declaration.

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

ORIOLE GOLF & TENNIS CLUB CONDOMINIUM  
TWO ASSOCIATION, INC.

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

Attest: \_\_\_\_\_

ORIOLE HOMES CORP.

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

Attest: \_\_\_\_\_

LONG TERM  
LEASE AGREEMENT

THIS LEASE AGREEMENT, is made and entered into this day of \_\_\_\_\_, 197\_\_\_\_, between ORIOLE HOMES CORP., a Florida Corporation (hereinafter referred to as "Lessor") and ORIOLE GOLF & TENNIS CLUB CONDOMINIUM TWO ASSOCIATION, INC., a Florida corporation not-for-profit, (hereinafter referred to as "Lessee" or "Lessee Corporation.")

I DEFINITIONS

The terms used herein shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires:

A. "PHASE TWO CONDOMINIUMS" means the condominiums comprising Phase Two of Oriole Golf & Tennis Club Condominium which are the subject of Declarations to be filed amongst the Public Records of Broward County, Florida.

B. "Developer" means ORIOLE HOMES CORP., a Florida corporation, its successors and assignees.

C. "The Act" means Chapter 711, Florida Statutes, 1963, as amended; the Condominium Act.

D. "Condominium Documents" mean in the aggregate the Declarations, Articles, By-Laws, and all of the instruments and documents referred to therein and executed in connection with Phase Two Condominiums.

E. "Declaration" means the Declaration of Condominium submitted by the Developer for Phase Two Condominiums.

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

G. "Apartment Owner" means unit owner as defined by the Act.

H. "Association" means Lessee herein, the corporation not-for-profit organized and existing under the laws of the State of Florida for the purpose of operating Phase Two Condominiums.

I. "Articles" mean the Articles of Incorporation of the Association.

J. "By-Laws" mean the By-Laws of the Association.

K. "Common Expenses" mean expenses for which the Apartment Owners are liable to the Association as defined in the Act and in the Condominium Documents and includes Operating Expenses due under the terms of this Agreement.

L. "Condominium Property" means the individual apartments, the common elements and all appurtenances thereto of each of the Phase Two Condominiums.



M. "Operating Expenses" means the taxes, insurance, utility expenses, maintenance and other monetary expenses of the improved real property described as the Demised Parcel and more particularly set forth in Article VII of this Lease.

N. "Sale of an Apartment" means that point in time after the Declaration is filed and recorded and an Apartment Owner has taken legal title to his Apartment.

O. "Demised Parcel" means the land owned by Lessor and demised hereunder as more particularly described in Exhibit A, attached hereto and all improvements thereon described in Exhibit B.

P. "Board" means Board of Governors of the Association.

## II LEASE AGREEMENT AND PLAN OF DEVELOPMENT

A. This Lease Agreement and the Demised Parcel shall be for the use and benefit of all of the Apartment Owners in Phase Two Condominiums. The Lease Agreement is an agreement contemplated by the provision of Section 711.121, Florida Statutes 1963 as amended in 1965 by Chapter 65-9.

B. The funds for paying the Operating Expenses hereunder shall be assessed against the members of the Lessee corporation by the Board as part of the Common Expenses, as follows:

1. The Total Operating Expenses of the Demised Parcel for each calendar year shall be estimated and determined by the Board at the same time the Common Expenses are estimated for each Phase Two Condominiums. The Total Operating Expenses shall then be divided by 12, which is the total number of Phase Two Condominiums to be operated by the Association. There shall then be included in the budget of each Phase Two Condominium a sum equal to 1/12 of the Total Operating Expense of the Demised Parcel, and that sum shall be collected and assessed as part of the Common Expenses of each Phase Two Condominium. To the extent that total Operating Expenses exceed the budget, such excess shall be assessed in the same manner as part of the Common Expenses of each Phase Two Condominium and, in addition, should any portion of the total Operating Expense not be paid by any such condominium, the same shall be made up by the other Phase Two Condominiums until such funds have been collected by the Association in the manner herein provided.

2. Until the Declaration for the 12th Phase Two Condominium has been filed for record, there shall be assessed as part of the Common Expenses of each declared Phase Two Condominium an amount not to exceed 1/12 of the total Operating Expenses of the Demised Parcel for each calendar year. The Developer covenants and agrees with the Lessee Corporation that it will cause to be paid any difference between the actual total Operating Expense of the Demised Parcel and the sum of 1/12 thereof assessed against each declared Phase Two Condominiums. After the Declaration for the Phase Two Condominium has been filed for record, the funds for the payment of Operating Expenses shall be paid and assessed exclusively under the provisions of paragraph 1. above.

## III DEMISE

NOW, THEREFORE, in consideration of the keeping by the parties of their respective covenants and obligations hereinafter contained, the parties have agreed that upon the terms and conditions of the payment from time to time of the Rent

on (b) The parties agree that Lessee shall deliver official receipts evidencing payment of taxes to the Lessor, at the same place as is then designated by the Lessor as the place at which Rent payments are required to be made, and in the manner above provided for Rent which payment of taxes shall be made and said receipts delivered at least thirty (30) days before the said tax itself would become delinquent in accordance with the law then in force governing the payment of such tax or taxes. If, however, the Lessee desires to contest the validity of any tax or tax claim, the Lessee may do so without being in default hereunder as to its obligations to pay taxes; provided the Lessee gives the Lessor in the manner elsewhere provided notice of its intention to do so and furnishes the Lessor with a bond with surety made by a surety company qualified to do business in the State of Florida, or a cash bond, in one and one-half ( 1 1/2) times the amount of the tax item or items intended to be contested conditioned to pay the tax item or items when the validity thereof shall finally have been determined, which said written notice and bond shall be given by the Lessee to the Lessor not later than a day which is thirty (30) days before the tax item or items proposed to be contested would otherwise become delinquent. The failure of the Lessee to pay taxes or other charges as enumerated in this Article and to furnish receipts thereof or to furnish the written notice and bond herein referred to, not later than thirty (30) days before said tax or taxes or any item of them would become delinquent, shall constitute the Lessee in default, whereupon the Lessor shall have the remedies available as set forth in paragraph B of this Article.

2. Utility Charges. The Lessee agrees and covenants to pay all charges for utilities, whether they are supplied by a public or private firm, and to pay them monthly or as they become due. It is contemplated that this will include all charges for water, gas, electricity, telephone, sewer and any other type of utility or any other type of service charge.

ereor  
horit: 3. Liability Insurance. From and after the date of the execution of this Lease, Lessee agrees to obtain a policy or policies of insurance in the form generally known as public liability and/or owners', landlord and tenant policies, insuring against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operation and maintenance of the Demised Parcel and of the improvements and buildings located on the Demised Parcel, or for any other risk insured against by such policies, each class of which policy shall have been written within limits of not less than Five Hundred Thousand Dollars (\$500,000.00) for damage incurred or claimed by any one person, and for not less than One Million Dollars (\$1,000,000.00) for damages incurred by more than one person and for not less than Fifty Thousand Dollars (\$50,000.00) for property damage. All such policies will name the Lessor and the Lessee as their respective interests may appear, as the persons assured by such policy or policies, and the original or a true copy of each of such policies shall be delivered by the Lessee to the Lessor promptly upon the writing of such policy or policies, together with adequate evidence of the fact that the premiums therefor are paid; and in any event, such policies and evidence of payment by the Lessee of the premium shall be delivered by the Lessee to the Lessor before the expiration of any then similar coverage and in time to assure the Lessor that such coverage will be carried continuously. The Lessor shall have the right to disapprove the insurance company furnishing such insurance unless the same shall be rated AAAAA or better in Bests' Manual.

4. Fire, Windstorm and other Casualty Insurance. Lessee hereby covenants and agrees with Lessor that to the extent of ninety (90%) percent of the value thereof it will at all times during the term of this Lease, keep insured any and all buildings or improvements now located or which may hereafter be built or placed upon the real property demised hereunder in good and responsible insurance companies authorized to do business in the State of Florida, satisfactory to and approved by Lessor, who agrees not to withhold its approval of any companies designated AAAAA or better in Bests' Manual, for protection against loss or damage caused by or resulting from fire, windstorm or other casualty, in an amount that would be sufficient to prevent co-insurance. The policy or policies of insurance maintained pursuant to this paragraph shall be paid for by Lessee, who shall deliver the original policy or policies to Lessor for safekeeping hereunder. All policies issued and renewals thereof shall be payable in the event of loss jointly to Lessor and the Lessee as their interests may appear.

In the event of the destruction of buildings, improvements or appurtenances by fire, windstorm, or other casualty for which insurance money shall be payable, such insurance money shall be payable to Lessor and the Lessee. Said sum so paid shall be deposited in a joint account of Lessor and Lessee in a bank in Broward County, Florida, designated by Lessor and shall be available to Lessee for the reconstruction or repair, as the case may be, of the building or improvement damaged or destroyed by fire, windstorm, or other casualty for which the insurance money is payable, and shall be paid by Lessor and Lessee for such repairs from said joint account from time to time on the estimates of any architect selected by Lessee, licensed in the State of Florida, having supervision of such reconstruction or repair, provided, however, that it first be made to appear to the satisfaction of Lessor that the amount of money necessary to provide for the reconstruction or repair of any building damaged or destroyed as aforesaid, according to the plans adopted therefor, which may be in excess of the amount received upon such policies, has been provided for by Lessee in cash and paid into such account. If at any time while the joint account of insurance proceeds herein provided for contains any of the proceeds of insurance and Lessee is in default in any of its obligations under this Lease, then Lessor shall be immediately entitled to receive from the said joint account the amount of money necessary to cure such default. In the event any excess of money received from insurance shall remain in the joint account after the completion and payment of any reconstruction and repair of such buildings or improvements as herein provided, and if at such time Lessee is not in default in any of the conditions and covenants of this Lease, then such excess money shall be paid to Lessee.

5. Maintenance and Repair of Property.

(a) Lessee agrees and covenants that it will at its own expense keep and maintain the buildings, structures, fixtures and improvements which may at any time be situated during the term of this Lease on the real property demised hereunder and all appurtenances thereto belonging or appertaining, including sidewalks, steps and including both the interior and exterior of

the buildings and improvements, in good and substantial repair; in a clean and sanitary condition; and in a manner that is ecologically sound and aesthetically pleasant; further Lessee covenants that it will use, keep and maintain the Demised Parcel as well as the sidewalks, approaches and appurtenances in front of and around the Demised Parcel in conformity to and in compliance with all applicable statutes, ordinances, regulations, orders, licenses or other laws.

(b) Lessee further agrees that after completion of construction of improvements described on Exhibit B Lessor shall not be called upon or required at any time to make improvements, alterations, changes, additions, replacements or repairs of any nature whatsoever, structural or otherwise, in or to the Demised Parcel or any part thereof, or in or to any building of which the same are a part. Lessee expressly waives any right, if any, to require Lessor to make repairs or to make repairs at the cost of Lessor, which Lessee may have under the provisions of any law, statute, ordinance or regulation. Lessee expressly covenants and agrees, at its own cost and expense, to keep the Demised Parcel and each and every part thereof in good condition and repair at all times during the term hereof, and to make promptly any and all repairs, renewals and replacements which may at any time be necessary or proper to put and keep the Demised Parcel in as good condition as when received by Lessee from Lessor, reasonable wear and tear excepted. If at any time during the term hereof Lessee fails refuses or neglects to keep the Demised Parcel or any part thereof in good condition and repair, then Lessor, at his option, may enter upon the said premises and cause such repairs to be made to the said premises as may be necessary, but at the cost of and for the account of Lessee, and any amounts paid or incurred therefor shall be payable to Lessor upon demand.

(c) It is expressly understood and agreed that Lessee in no case shall be entitled to compensation or damages on account of any inconvenience or annoyance in making repairs and that no allowance or deduction whatever from the Rent herein provided shall be made for a partial or entire destruction of or damage to said Demised Parcel thereon, even though Lessee may be inconvenienced thereby.

6. Indemnification. The Lessee shall indemnify and save harmless the Lessor from and against any and all claims, suits, actions, damages, and/or causes of action arising during the term of this Lease, for any personal injury, loss of life, and/or damage to property sustained in or about the Demised Parcel or the appurtenances thereto or upon the adjacent sidewalks, approaches, or streets, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders judgments and/or decrees which may be entered therein. In the event the Lessor is compelled to incur any expense in collecting any sum of money due under this Lease, or in the event suit shall be brought by the Lessor for the purpose of enforcing

lien rights hereunder or if suit be brought by the Lessor for the purpose of compelling the payment of any other sum which should be paid by the Lessee under the terms hereof or for the purpose of enforcing performance by the Lessee of any of the several agreements, conditions and covenants contained herein, the Lessee covenants and agrees to indemnify the Lessor from all expenses and costs of litigation, including a reasonable fee for the Lessor's attorney, provided such suit terminates in favor of the Lessor. In the event the Lessor shall fail or refuse to perform any of the covenants and obligations of the Lessor to be kept and performed and the Lessee is required to bring suit to compel the performance of the same, Lessor covenants and agrees that in the event the Lessee shall be the prevailing party the Lessor shall indemnify Lessee for all expenses and costs of litigation, including a reasonable attorney's fee. Any sums due under the terms and provisions of this Article may be properly taxed by a court of competent jurisdiction against the Lessee, or the Lessor, as the case may be.

7. Operational Expenses. The costs of administration for the Demised Parcel including any secretarial, bookkeeping and employees necessary to carry out such administration shall be deemed to be Operating Expenses hereunder. In addition, it is contemplated that the Lessee Corporation will retain the services of a Management Company to assist in the operation of the Demised Parcel. The fees or costs of the Management Company shall be deemed to be part of the Operating Expenses hereunder.

#### B. DEFAULT

In the event the Lessee shall fail to collect and pay the Operating Expenses arising under this Lease, the Lessor shall, in addition to other remedies provided herein, have the following remedies:

1. The Lessor shall have a lien upon the Condominium Property of Phase Two Condominiums and upon each Apartment therein for any sums of money owing for Operating Expenses which are payable and which have not been paid by the Lessee or which have been advanced by the Lessor. Such lien shall likewise secure to the Lessor reasonable attorneys' fees and costs incurred by the Lessor in connection with the collection and foreclosure of any of said liens. Said lien shall be effective only from and after the time of recordation in the Public Records of Broward County, Florida of a written, acknowledged statement by the Lessor or its Agent, containing the amount due for Operating Expenses as of the date of recordation. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of the statement of lien. In the event of foreclosure or the acceptance of a deed in lieu of foreclosure by the holder of any mortgage referred to in Article V F of this Lease, then the acquirer of title, his successors and assigns, shall not be liable for the share of Operating Expenses pertaining to the foreclosed Apartment or chargeable to the former owner thereof which became due prior to acquisition of title as a result of the foreclosure or the acceptance of a deed in lieu of foreclosure, but the same shall be made up as part of the Common Expenses.



2. In case the Lessee shall fail, refuse or neglect to make any of the payments required by this Article, then the Lessor, may, at his option, pay the same, and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of in connection with such payments, together with interest on all of such amounts at the rate of ten (10%) percent per annum shall be repaid by the Lessee to the Lessor upon demand of the Lessor; and the payment thereof may be collected or enforced by the Lessor upon the day when demand for repayment thereof or reimbursement therefor is made by Lessor to the Lessee, but the election of the Lessor to pay such Operating Expenses shall not waive the default thus committed by the Lessee.

3. Notwithstanding the foregoing and without waiving the same, Lessor shall have a right to bring an action at law against Lessee for the payment of Operating Expenses, together with interest at the highest lawful rate and together with reasonable attorneys' fees and court costs against the person owing the same.

#### VII COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES

Lessee covenants and agrees that it will, at its own expense, (as part of the Operating Expense) perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same, in order to comply with sanitary requirements, fire, hazard requirements, zoning requirements, setback requirements, transportation requirements, and other similar requirements designed to protect the public.

#### VIII USE OF DEMISED PARCEL

The Demised Parcel shall be used by the Lessee; the members of the Association and 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.

#### IX LAWFUL USE OF PREMISES

The Lessee covenants and agrees that during the term hereof it will conform to and observe all applicable ordinances, rules, statutes, laws and regulations relating to Demised Parcel and the improvements upon the same, 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 provided that a violation of this section shall operate as a breach of this Lease only in the event that the Demised Parcel or any portion thereof shall be closed by the proper legal authorities for any illegal or immoral purpose, business or occupation, and Lessee has failed to abate such condition or has failed to take responsible steps to obtain such abatement within fifteen (15) days after such closing. In the event of such failure on the part of Lessee and the exercise of Lessor's option to treat the same as a breach of this Lease, the Lessor may treat such failure and breach as a Material Default and be entitled to the rights in the event of Material Default described in Article XIV of

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this Lease, such right to treat the breach as a Material Default shall exist only after the expiration of fifteen (15) days' written notice and demand for the abatement of such condition.

#### X INSPECTION OF PREMISES

The Lessee covenants and agrees that Lessor, or its agents at all reasonable times and during all reasonable hours, shall have free access to said Demised Parcel for the purpose of examining or inspecting the condition of the same or of exercising any right or power reserved to Lessor under the terms and provisions of this Agreement.

#### XI LIENS CREATED BY LESSEE AND SUBORDINATION

A. The Lessee 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 Lessor in and to the Demised Parcel 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 Lessee, which lien shall be superior to the interest in this Lease reserved to Lessor upon the Demised Parcel. All persons contracting with the Lessee, or any other person furnishing materials or labor to Lessee, as well as all persons whomsoever, shall be bound by this provision of this Lease. Should any such lien be filed, Lessee shall discharge the same by paying it or by filing a bond or otherwise as permitted by law within thirty (30) days.

B. The Lessor and the Lessee agree that their respective interests in this Lease shall be subordinated to the lien and encumbrance of any existing mortgages and additional or subsequent mortgages obtained by the Lessor for the purpose of financing the construction of improvements to take place upon the Demised Parcel. The Lessee agrees to execute such instruments as may be necessary to evidence the subordination of its leasehold interest to such mortgage.

#### XII DAMAGE OR DESTRUCTION OF BUILDINGS OR IMPROVEMENTS

The Lessee agrees and covenants that damage to or destruction of any building or any portions thereof on the Demised Parcel at any time, by fire, hurricane, or act of God, shall not work a termination of this Lease, or authorize Lessee or those claiming by, through or under it, to quit or surrender possession of said premises or any part thereof, and shall not release any Apartment Owner in any way from its liability to pay to Lessor the Rent provided for herein or release the Lessee from its obligation to collect and pay the Rent or from any of the agreements, covenants and conditions of this Agreement. The Lessee covenants that in the event of the destruction or damage of the buildings or improvements on said premises

or any part thereof, and as often as any buildings, or improvements on said premises shall be destroyed or damaged by fire, windstorm, or other casualty, Lessee shall have the same rebuilt and ready for occupancy within six (6) months from the date the insurance proceeds are made available to the Lessee, but in no event shall such completion of construction be delayed for more than one (1) year from the date of damage or destruction. Construction of such rebuilding and/or repairs shall be of the same general character and equal value as the buildings and improvements upon the Demised Parcel prior to such damage or destruction. The Lessee shall at its expense furnish Lessor with a performance and payment bond executed by a surety company authorized to do business in the State of Florida, to assure the completion of and payment for such rebuilding and/or repair. Any expenses and costs hereunder shall be part of Operating Expenses.

If the time of completion should be delayed beyond six (6) months by strikes, walkouts, acts of war or insurrection, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the control of Lessee or contractor, then the time of completion beyond the said six (6) months period shall be extended for such reasonable time as may be required to effect completion of said construction.

### XIII EVENTS OF DEFAULT

#### A. MATERIAL DEFAULTS

Should the Lessee at any time during the term of this Lease, directly or indirectly, 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 Demised Parcel and not be discharged within seventy-five (75) days; or should this leasehold interest of Lessee be levied upon and said levy be not discharged within forty-five (45) days thereafter, or should Lessee fail to pay promptly when due the taxes referred to in Article VII A, 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 Lessee of the terms and provisions hereof; and in the event such Material 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 Lessee of the existence of such Material Default, Lessor shall have the option of declaring this Lease terminated and the interest of Lessee forfeited, or Lessor may exercise any other remedy herein referred to in this Lease. The rights and remedies of the Lessor provided for in this paragraph of this Article XIII are cumulative and are in addition to every other right or remedy existing at law or equity or by statute or otherwise, and the exercise or beginning of the exercise by the 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 of the Lessor of any or all other rights or remedies. All revenues derived or accruing from the Demised Parcel subsequent to the date of the termination of said Lease shall constitute the property of Lessor and shall not constitute any asset of Lessee, or any Trustee or Receiver appointed for the property of Lessee.

## 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 other than a Material Default under the terms of this lease on the part of Lessee for the periods hereinafter set forth, then and in that event it shall and may be lawful for Lessor to have recourse to any of the remedies set forth in Articles VI and VII of this Lease. The following omissions or acts on the part of the Lessee constitute a default other than a Material Default:

1. Rent. A failure on the part of an Apartment Owner or the Lessee to pay and/or collect and pay Rent due under this 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 Lessee to pay 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 Lessee by Lessor.

3. Other. A failure on the part of the Lessee to keep insurance on any building or buildings and improvements which may now or hereafter be upon the Demised Parcel, as herein provided for, or a failure to pay the premium for the same, or failure to expend the insurance money as herein provided for, or failure to rebuild as herein provided for, or if it shall fail to keep the premises in good order or repair in the manner herein provided for, or if it shall fail to perform or become default on any of the other covenants of this Lease by it to be kept and performed, and any such failures or defaults shall be continued for twenty (20) days after notice thereof in writing by Lessor to Lessee specifying the default.

## XIV. CONDEMNATION

It is understood and agreed that:

A. If at any time during the continuance of this Lease the legal title to the Demised Parcel or the improvements or buildings located thereon or any portions thereof be taxed or appropriated or condemned by reason of eminent domain, there shall be such abatement of rent made as shall be just and equitable under the circumstances; provided, however, that in the event of a partial condemnation of the Demised Parcel such as does not interfere with the full use thereof (as, for example, in the case of condemnation of a few feet for sidewalk purposes or for street purposes), there shall be no abatement of Rent. If at any time any governmental body utilizes its eminent domain powers to require Lessor to dedicate the street surrounding the premises to public use, there shall be no abatement of Rent. If Lessor and Lessee are unable to agree upon what annual abatement of rent is just and equitable within thirty (30) days after such award has been made, then the matters in dispute shall, by appropriate proceedings, be submitted to a court having jurisdiction of the subject matter of such controversy in Broward County, Florida, for its decision and determination of the matters in dispute. If the legal title to the entire Demised Parcel be wholly taken by condemnation, the Lease shall be terminated.

B. Notwithstanding the above and foregoing provisions, in the event of condemnation or taking of the whole or any part of the Demised Parcel, the amount of the condemnation award due to Lessor shall, between Lessor and Lessee, in no event be less than the amount of the entire condemnation award (including the amount awarded to Lessor and Lessee).

#### XV DEMOLITION

Although it is the duty of the Lessee under the terms hereof to keep and maintain the Demised Parcel in good repair, this shall not be construed as empowering Lessee to tear down and destroy any buildings or improvements or any substantial part thereof, or to cause any items or major repair and reconstruction to be made unless and until Lessee:

A. Causes plans and specifications for the new buildings or improvements or the new construction to be prepared by a duly licensed architect and submitted to Lessor for its approval, which approval may be withheld for purely aesthetic reasons, together with the written contract between the contractor and the Lessee, all in the same manner as reconstruction or repair would have been accomplished in accordance with Article XIII hereof.

B. Furnishes Lessor with a performance and payment bond, with corporate surety satisfactory to Lessor, in an amount equal to the cost of any demolition work to be performed upon the Demised Parcel, conditioned to complete the said demolition work and construction free and clear of all liens and/or claims for labor and materials, and conditioned further to indemnify fully and save harmless Lessor from all costs, damages and liabilities of every nature and character which may be suffered by Lessor by reason of the failure of the Lessee to pay completely and fully for said demolition work and construction.

C. Establish a fund for the payment of the contract price, which fund shall be in existence prior to the start of demolition and reconstruction.

D. The work of reconstruction, repair, or replacement must have a value equal to the value of the buildings or improvements or the portion thereof then being demolished and replaced or repaired.

E. For the purpose of this section of the Lease, no work will be deemed demolition or major repairs, so as to bring it within the terms of this section of the Lease, unless it constitutes either the actual destruction of the buildings or improvements or a substantial part thereof, or unless it constitutes a remodeling which in the opinion of the Lessor requires the tearing down of a substantial part of a building or improvement. In general, this section of the Lease is intended to apply wherever the work which the Lessee proposes to do is of such a nature that the doing of the work necessitates a substantial improvement of the then existing buildings or improvements.

#### XVI TRANSFER OF LESSOR'S INTEREST

Lessor shall have the right to sell or assign, pledge, mortgage or encumber to others the interest as Lessor under

this Lease or the right to receive money and other things of value accruing by reason of this Lease, in which case the purchaser or Transferee shall enjoy the rights hereunder theretofore enjoyed by Lessor.

#### XVII PROHIBITION AGAINST FURTHER ASSIGNMENT OR SUBLEASE

The Lessee shall not have any right of assignment, sublease or any other right of conveyance in whole or in part of the rights or obligations hereunder.

#### XVIII COVENANTS TO BIND SUCCESSORS AND ASSIGNS

The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the Lessor and its successors and assigns, and the Lessee and its successors and assigns, and all persons claiming by, through or under Lessor and Lessee, and the same shall be construed as covenants running with the land during the term of the Lease.

#### XIX TERMINATION OF CONDOMINIUM

In the event an PHASE TWO CONDOMINIUM is terminated in accordance with the provisions of a Declaration or of the Act, whichever is applicable, this Lease Agreement shall continue unaffected as to all of the Apartment Owners in PHASE TWO CONDOMINIUMS not so terminated, and as to those Apartment Owners within a condominium so terminated this Lease Agreement shall continue 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 reduce the obligations of the Lessee or Apartment Owners to pay 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.

#### XX TERMINATION OF LEASE

The Lessee further covenants and agrees that upon the end of the demised term, Lessee will surrender and deliver up the Demised Parcel and compensation to Lessee for any improvements or buildings erected by Lessee peaceably to Lessor, his agent or attorneys, immediately upon termination of this Lease.

#### XXI WAIVER

It is covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be considered to be a waiver of any succeeding breach of the same covenant.

#### XXII 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 Lessor by certified mail addressed to Lessor at the place where the Rent under this Lease is then being paid, or at such other address as Lessor may, by notice in writing, designate to the Lessee.

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

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

#### XXIII ACCEPTANCE OF PREMISES

The Lessee for itself and all Apartment Owners accepts the Demised Parcel without any representation or warranty, express or implied in fact or by law by the Lessor as to the condition of such property. The Lessee acknowledges that Lessor shall not be responsible for any latent defect or change of condition in the Demised Parcel and the Lessee accepts the Demised Parcel without any recourse to the Lessor, and the Rent hereunder shall in no case be withheld or diminished on account of any defect in the Demised Parcel any change in the condition thereof any damage occurring thereto, any violations of the laws or regulations of any governmental authority, or of reason of any claim against the Developer.

#### XXIV 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:

ORIOLE HOMES CORP.

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

Attest: \_\_\_\_\_

ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ?  
ASSOCIATION, INC.

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

Attest: \_\_\_\_\_

## 1. DEFINITIONS

All terms shall have the meaning set forth in the Act and in the Declaration 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 a numeral "ONE" TWO, etc.

2. "Club Condominium" means a particular condominium which is the subject of a particular Declaration, and is identified by reference to phase or the phase number and by letter, e.g. "Phase Two Club Condominium N".

3. "Developer" means Oriole Homes Corp., a Florida corporation, its successors and assignees.

4. "Act" means Chapter "11, Florida Statutes, 1963, as amended; the Condominium Act.

5. "Condominium Documents" means in the aggregate the Declaration, Articles of Incorporation, By-Laws, Long Term Lease, and all of the instruments and documents referred to therein and executed in connection with a Phase Two Club Condominium.

6. "Declaration" means the document whereby each Phase Two Club Condominium is submitted by the Developer to condominium ownership.

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 Long Term Lease; and

(c) Any other expenses designated or inferred to be Common Expenses by the Act.

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 a Phase Two Club Condominium and specifically includes, as a right appurtenant to said Land, the possessory and use rights set forth in the Long Term Lease.

10. "Long Term Lease" means the instrument by which possessory and use interests in and to the Demised Parcel are leased by the "Lessor" to the Association and wherein the Operating Expenses and Rent obligations are made specifically applicable to Apartment Owners in a particular Club Condominium.

11. "Operating Expenses" means the taxes, insurance, utility expenses, maintenance and other monetary expenses of the Demised Parcel defined in the Long Term Lease and which are part of the Common Expenses of the Phase Two Club Condominiums.

12. "Rent" means the rent to be paid to the Lessor of the Long Term Lease.

13. "Board" means Board of Governors of the Association.

## II EMPLOYMENT

The Association does hereby employ the Manager as the exclusive manager of all Condominium Property and the leasehold interest and the Manager hereby accepts such employment.

## III TERM

Unless sooner terminated, as elsewhere herein provided, this Agreement shall be in effect from the date hereof through

December 31, 1976, and thereafter shall automatically continue to renew itself for five (5) year periods unless a party hereto shall give the written notice of termination not less than three (3) months prior to the date of renewal, provided however, this Agreement, covering the management of a multiphase project as above stated, is subject to cancellation in accordance with the provisions of Florida Statutes Chapter 711, as amended, as same may be applicable to this Agreement. Termination of the Association and/or a Phase Two Club Condominium, entirely or in part during the term of this Agreement or any renewal period shall not terminate this Agreement but shall so operate to make each Apartment Owner bound hereby to the same extent as if an original signatory to this Agreement in the place and stead of the Association.

#### IV - POWERS AND DUTIES OF MANAGER

The Manager shall assist the Board in the administration of the Association Condominium Property as hereinafter more specifically set forth. It is not the intention of the parties of the Association that the Board or Corporate officers of the Association transfer control of the Association or the responsibility therefor to the Manager. The Manager shall be responsible for implementing the general management policy decisions of the Board with respect to the property and affairs of the Association and shall be subject to the Board with respect to matters of general policy, but shall be entitled to exercise its discretion in the details of implementation of such policies. The following are illustrations and not limitations of the powers and duties of the Manager.

##### A. Confer

The Manager shall confer freely and fully with the Board when so requested by them in connection with the performance of the Manager's duties. The Board and Officers of the Association

shall give sufficient notice of, and invite the Manager to attend all of the Association's Boards', Members' and Committee meetings.

**A. Employees**

Once the Board has approved the hiring of any particular type or category of employee, then the Manager may select, employ, supervise, direct and discharge, such employees.

**C. Collect Assessments**

1. The Manager shall be the exclusive collection agent for the Association to collect all assessments which may be due to the Association. In the name of the Association, the Manager shall have authority to bill, request, demand, collect, receive, and give receipt for all assessments which may be due to the Association.

2. If any assessment is not timely paid to the Manager pursuant to the Condominium Documents, the Manager may, in the name of the Association, institute action at law only against the defaulting unit owner for the unpaid assessment after ten (10) days from the time the Manager has notified the Association of the default. In any action brought hereunder, the Manager shall be entitled to reasonable attorneys' fees and Court costs, and the right of the Association to demand attorneys' fees as provided for in the Condominium Documents shall inure to the benefit of the Manager.

3. The Manager has no authority to file a lien or institute legal action to foreclose a lien against a defaulting unit owner unless so requested by the Board.

4. The Manager has authority to employ attorneys at law at the expense of the Association, to carry out the provision of this section; provided, however, that the Manager shall refund to the Association, that portion of the Manager's compensation equal to five (5) percent of the fee paid to the attorneys.

5. As a standard practice, the Manager shall furnish the Association with an itemized list of all delinquent accounts immediately following the 20th day of each month.

D. Collect Rent

Collect the Rent and undertake all necessary action to enforce collection of the same as provided for in the Long Term Lease.

E. Finances

1. The Manager shall assist the Board in the preparation of the annual budget as required by the By-Laws of the Association, for each calendar year and shall make recommendations as to anticipated costs to carry out the functions of the Association. The budget shall take into account the common expenses of the Association and the anticipated receipts, and disbursements for the ensuing calendar year.

2. The Board shall fix the budget and shall determine the annual assessments as provided in the By-Laws of the Association and shall furnish the Manager with the annual assessment figure for each apartment within a period of time as to permit the transmittal of the budget and assessments to the members of the Association as provided in the By-Laws.

3. The Manager shall deposit all funds collected from the Association's members, or otherwise accruing to the Association, in a bank account or accounts of the Manager, in banks and/or savings and loan associations selected by Manager, provided such account or accounts shall be covered in whole or in part by F.D.I.C. insurance with suitable designation indicating their source, which accounts may be maintained separate from, or co-mingled with similar funds collected by the Manager on behalf of any other Oriole Golf & Tennis Club Condominium.

4. The Manager shall pay all expenses and obligations of the Association out of funds being held by the Manager in accordance with this Agreement, the budget adopted by the Board, or resolutions of the Board.

5. At any time during the fiscal year should it appear to the Manager that the assessments or the collection of assessments are such as to be insufficient to pay the disbursements

as they are to come due, the Manager shall, by written notice, inform the Board of the facts and request that the Board provide the funds or make a special assessment to remedy the anticipated insufficiency. Failure on the part of the Association to provide the funds or make a special assessment when requested by the Manager may, at the option of the Manager, be construed as a material breach of this Agreement. The Manager shall not undertake to pay expenses of the Association from its own funds, but shall only be required to pay expenses of the Association to the extent that revenue has been received from the Association.

6. The Manager shall furnish an interim written report of receipts and disbursements, itemized according to the budget, annually at the time it makes its recommendations to the Board for the next calendar year. Maintain records sufficient to describe its services hereunder and such financial books and records sufficient in accordance with the Act and with prevailing accounting standards to identify the source of all funds collected by it in its capacity as Manager and the disbursement thereof. Such records shall be kept at the office of the Manager and shall be available for inspection by the Association's Officers and Board at reasonable times during regular business hours.

7. The Manager may make recommendations to the Board to levy special assessments in the manner provided for by the Condominium Documents. Upon completion of the purpose for which the special assessment was levied, any excess of receipts over disbursements, after deducting all fees due to the Manager, shall be paid by the Manager to the Association for deposit into the Association's bank account.

8. The Manager may establish reserves for the payment of any and all costs and expenses of the Association to be disbursed by the Manager hereunder. Should the Association itself decide to fund special reserve accounts, the Manager shall collect and account for such funds and disburse the same on the directions of the Association.

F. Repairs and Maintenance

The Manager shall cause the grounds, lands, appurtenances or the Condominiums including the Demised Parcel and those portions of the Common Elements and Limited Common Elements to be maintained and repaired by the Association as set forth in, and to the extent required by, the Declarations to be maintained and repaired, including landscaping, re-landscaping, pool maintenance and repair, elevator maintenance and repair, if any, painting, roofing, cleaning and such other normal maintenance and repair work as may be necessary. For any one item of repair, replacement or refurbishing the expense incurred shall not exceed the sum of Five Thousand Dollars (\$5,000.00), unless specifically authorized by the Board, excepting, however, that emergency repair involving manifest danger to persons or property, or immediately necessary for the preservation and safety of the property, or for the safety of persons, or required to avoid suspension of any necessary service to the Phase Two Club Condominiums may be made by the Manager irrespective of the above limitation. Notwithstanding this authority as to emergency repairs, it is understood the Manager will, if at all possible, confer immediately with the Association regarding emergency expenditures.

G. Laws

The Manager shall take such action as may be necessary to comply with all laws, statutes, ordinances, rules and of all appropriate governmental authority.

H. Purchase

The Manager shall, out of the funds of the Association, purchase equipment, tools, vehicles, appliances, goods, supplies and materials as shall be reasonably necessary to perform its duties, including the maintenance, upkeep, repair, replacement, refurbishing and preservation of the Phase Two Club Condominiums, as aforesaid. Purchases shall be made in the name of the Manager, or in its discretion, in the name of the Association. When making purchases the Manager shall make a reasonable effort to obtain the best price available, all factors considered.

I. Insurance

The Manager shall cause to be placed or kept in force all insurance required or permitted in the Declarations to be kept or placed by the Association; act as agent for the Association, each Apartment Owner and for each owner of any other insured interest to adjust all claims arising under insurance policies purchased by the Association; bring suit thereon in the name of the Association and/or other insureds (other than the Lessor of the Long Term Lease) and deliver releases upon payment of claims; and otherwise exercise all of the rights, powers and privileges of the Association, and each owner of any other insured interest in Condominium Property as an insured under such insurance policies (other than the Lessor of the Long Term Lease).

J. Association's Records

The Manager shall maintain the Association's Minute Books, membership lists, give notice to appropriate parties of members and Governors' meetings, and maintain all financial record books, accounts and other records required to be kept by the Association, by the Act, the Declarations or by the By-laws; and issue statements of accounts to members, their mortgagees and lienors without liability for errors unless as a result of gross negligence. Such records shall be kept at the office of the Manager and shall be available for use and inspection at all reasonable times by the Association's Governors. As a standard procedure, the Manager shall render to the Association a statement of its receipts and accounts for each calendar year no later than April 15th next thereafter. The Manager shall perform an internal audit of the Association's financial records for the purpose of verifying the same but no independent or external audits shall be required of it. The Association shall have the right to an external independent audit provided the costs for the same shall be borne by the Association, and provided further that the external independent auditor is acceptable to the Manager, whose acceptance may not be unreasonably withheld. Such independent audit shall be at the office of the Manager.

K. Experts

The Manager, at the expense of the Association, but without any fee for the Manager being added thereto, shall retain and employ attorneys at law, certified public accountants, and such other experts and professionals whose services the Manager may reasonably require to effectively perform its duties and exercise its powers hereunder. The foregoing shall not be a limitation upon the right of the Association to employ such professionals and experts on its own account as it may desire but the employment of the same by the Association shall in no way affect the Manager's right to employ and continue the employment of the professionals and experts which it has or will employ nor shall the same in any way relieve the Association of its obligation to pay its share of the costs of professionals and experts retained by the Manager, as elsewhere herein provided. The Manager may at the expense of the Association retain certified public accountants for the purpose of supervising and auditing books and records and the accounts and records of the Association, the preparation of budgets, and for such other work for which the services of a certified public accountant are necessary or advisable. The Manager at the expense of the Association has retained and will continue to retain attorneys at law for the purpose of affording it legal counsel, advice and representation in and about the exercise of its powers, duties and functions hereunder.

L. Approval of Transfer and Leases

The Manager will investigate all applications for approval in connection with transfers or leases of Apartments and report the findings of such investigations and make recommendations as to approval or disapproval to the Board for Board action; and shall charge the owner desiring to convey or lease reasonable fees approved by the Board in connection with the said investigation and recommendation and for the administrative duties involved in any such transfer or lease.



M. Access

1. The Association grants to the Manager, access at all times, to all of the Common Elements, Limited Common Elements, Recreation Land and all other property to carry out the functions and purposes set forth in this Agreement.

2. Subject to the provisions of the Condominium Documents, the Association grants to the Manager, access to each Apartment during reasonable hours as may be necessary for the maintenance, repair or replacement of the Common Elements, or Limited Common Elements contained therein or accessible therefrom or for the making of emergency repairs necessary for the Common Elements, Limited Common Elements or any Apartment or Apartments. The Association shall indemnify the Manager from any claims, demands, judgments or suits that may be brought against or incurred by the Manager by reason of the Manager exercising its right of access to individual Apartments as herein provided.

3. The Manager may reasonably use facilities controlled by the Association, without charge, for the purpose of office space and storing materials in connection with Manager's duties under this Agreement.

N. Rules and Regulations Relevant to Common Elements, Recreational Facilities, etc.

The Manager shall enforce the Rules and Regulations of the Association; and supervise, operate, control, manage and maintain at all times the recreation facilities and from time to time propose to the Board such additional Rules and Regulations as it deems advisable, and the repeal or amendment of Rules and Regulations, covering the use of recreation facilities and the use and occupancy of the Common Elements, Limited Common Elements, Demised Parcel and Apartments; and recommend to the Board activities and programs to be carried on in the recreation facilities and shall employ the personnel required therefore, the Manager shall also propose (subject to local government regulations) Rules and Regulations as to the parking areas and control of traffic.

O. Alterations and Additions

The Manager shall cause such alterations and/or additions to the Common Elements or Limited Common Elements or Condominium Property and the recreation facilities to be made as authorized by the Board and its members where required pursuant to and in accordance with the Condominium Documents. As to the foregoing, the Manager shall be paid for the cost of its personnel and overhead, materials and equipment in regard thereto and any and all contractors, sub-contractors or materialmen as are required therefore, plus a sum to be paid to the Manager for his services in this regard which sum is equal to ten percent (10%) of the total cost of such alteration or addition. The aforesaid sum payable to the Manager shall be due and payable to the Manager over and above the Manager's fee under this Management Agreement as hereinafter set forth. In addition, the Manager shall, in its sole discretion, approve or disapprove any and all alterations, additions, or other modifications sought to be made to the Apartments by the Owners or Owner thereof.

P. Right to Sub-lease, and Grant Licenses and Concessions, etc.

The Manager may sublet or enter into agreements on behalf of and as directed by the Association for the use of space within the Common Elements and on the Demised Parcel and upon such terms and conditions and for such purpose as the Board shall advise the Manager and with Board approval grant concessions and licenses to such persons and firms as it may select to provide facilities and services as to and within said Common Elements and serving the Apartments, such as, for example, cable television reception system, intercommunication system, and other electronic devices and facilities, and cause the cost thereof to be included in the assessments levied against the Apartments and the owners thereof, and cause coin vending machines and coin operated equipment

and pay telephones to be installed within said Common Elements and to purchase same on behalf of and at the cost and expense of the Association, or rent same, or enter into agreements regarding same. However, all income derived by the Manager from the foregoing shall inure to the benefit of the Association, and all expenses pertaining thereto shall likewise be borne by said Association. The parties hereto recognize that space may be sublet, or agreements may be entered into as to said space, or agreements, concessions and licenses may be entered into to provide facilities and services as specified herein for very nominal or no compensation whatsoever. The Manager may enter into same in its discretion, with the consent of the Board; however, the Manager shall not be responsible for same nor the fact that a greater sum might have been obtained nor a shorter period contracted for. The Manager may use such portion of space in the Condominium for a Manager's office as the Manager determines in its sole discretion without compensation therefor.

Q. Casualty Loss

If maintenance or restoration of the Condominium Property, or any portion thereof, including any Apartment, Apartments, the Common Elements, the Limited Common Elements or the Demised Parcel is required, due to loss by Act of God or other cause, which is other than normal wear and tear, and the cost of repairing is less than \$25,000.00, then in such event, the Manager shall undertake to repair and restore said loss after the funds therefor have been collected and the Board has approved the Plan of Reconstruction. The Manager shall make recommendations to the Board as to determine, assess, charge and levy the costs of repairing and restoring such loss among the Apartment Owners, notwithstanding the fact that said loss or damage, was, or was not, covered by insurance. The total assessment shall be equal to the cost of said repair which shall include

the costs of the Manager's personnel, and overhead, materials and equipment, and any and all other contractors, sub-contractors, or materialmen as are required, plus a sum to be paid the Manager for his services in this regard, which sum is equal to ten percent (10%) of the total cost of such repair. The aforesaid sum, payable to the Manager, shall be due and payable to the Manager over and above the Manager's fee under this Management Agreement, as hereinafter set forth. Should the loss be covered by insurance, the proceeds thereof shall be applied as a credit against the total costs of said repair and restoration, in such proportions as hereinabove set forth in this paragraph. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration, shall be from insurance proceeds, where such are received, and then from assessments collected, and should there be a surplus of such funds, the said surplus shall be distributed to or on behalf of the Apartment Owners, as provided in the Declarations. Should the Phase Two Club Condominiums suffer greater loss or damage than above described then the decision to restore and repair, or abandon and terminate the Condominiums shall be made pursuant to the Condominium Documents. Should the Apartment Owners vote to terminate the Condominium, it shall be terminated, as provided in the Declarations. Should the Apartment Owners vote to restore and repair the Phase Two Condominiums, the Manager shall cause said repairs and restoration to be made, and determine, assess, charge and levy the costs thereof, as previously provided in this paragraph.

#### V - MANAGER'S COMPENSATION

It is specifically understood and agreed that the Manager shall perform all of the services required of him hereunder at no cost or expense whatever to itself but

solely at the cost and expense herein provided. As compensation, fee, and profit for its services hereunder, the Manager shall receive a net fee, free of all charges and expenses, of Five percent (5%) of assessments of every kind levied by the Association, except that the total of such assessments shall be reduced by the Association's share of the cost and expenses of the Manager in the employment of certified public accountants and attorneys at law, to the end and extent that the Manager shall not directly or indirectly recover any compensation, fee or profit on the charges and fees of such professional services, and except that the Manager's compensation shall be based only upon the assessments collected from Apartments conveyed by the Developer and not Apartments owned by the Developer.

#### VI - APARTMENTS

This Agreement does not contemplate nor is the Manager responsible for or required to perform the upkeep and repair of that property of the Phase Two Club Condominiums, the responsibility for which under the Declarations is that of an Apartment Owner. However, the Manager may, in its absolute discretion, perform such maintenance and repair services for and to an Apartment as may be required and shall charge such Apartment Owner a reasonable charge therefor, which charge, if unpaid may be enforced by the imposition of a lien as herein and in the Declarations provided.

#### VII - INTERFERENCE

The Association shall not interfere nor permit, allow or cause any of its officers, directors or members to interfere with the Manager in the performance of its duties or the exercise of any of its powers hereunder.

#### VIII - ALLOCATION AMONG ASSOCIATIONS, ETC.

The parties recognize that the Manager may be performing similar services to the services performed hereunder for other Associations and will be administering, operating, managing and maintaining property of other Oriole Golf & Tennis Club Condominiums. Therefore, to require the Manager to cost-account with regard to each Association and each Club Condominium of each phase and entity and between the Association and other persons in interest as to other properties managed by the Manager would substantially increase the costs of administration hereunder, the burden of which is said Association's and its members', in part. Accordingly, the Manager is hereby granted the power to allocate to the Association and its members, its and their appropriate and fair share of such costs and expenses as are general, and as to those which are not general, to charge the same to the appropriate party or parties on such weighted basis as the Manager deems fair and equitable.

#### IX - EXCULPATION

The Manager shall not be liable to the Association and its members, for any loss or damage not caused by the Manager's own gross negligence or willful misconduct, and said Association and its members will, and do hereby, indemnify and save harmless the Manager from any such liability for damages, costs and expenses arising from injury to any person or property in, about and in connection with a Phase Two Club Condominium, its Common Elements and Apartments, from any cause whatsoever, unless such injury shall be caused by said Manager's own gross negligence or willful misconduct.

**X - SPECIAL SERVICES AND  
ADDITIONAL INDIVIDUAL ASSESSMENTS**

The Manager shall be authorized with the consent of the Board to assess Phase Two Club Condominium Apartment Owner for those items of special assessments as set forth in the Declarations and in this Agreement, i.e., maintenance, repairs or replacements caused by the negligence or misuse by an Apartment Owner, his family, servants, guests or invitees, or lessees; or by failure of an Apartment Owner to maintain those portions of his Apartment and Limited Common Elements assigned to his Apartment as he is required to repair and maintain; or by violation of the provisions of the applicable Declarations which require the correction of same by the Manager, and/or which increase the costs of maintenance and/or repair upon the Manager or increase insurance rates and premiums, etc. The Manager is further authorized to assess an Apartment Owner for special assessments for any other special services or charges agreed upon between the Apartment Owner and the Manager, i.e., providing special services on behalf of and at the request of the Apartment Owner, such as putting up the Apartment Owner's approved storm shutters, or providing personal services within the Apartment Owner's Apartment, or providing a service or reporting information on behalf of an Apartment Owner as may be required by said Apartment Owner's permitted mortgagee. The Manager shall be under no duty or obligation to perform such personal services. Items of special assessments referred to herein shall be a lien upon the appropriate Apartment and said lien shall be enforceable in the same manner as liens for common expenses are enforceable against Apartments.

**XI - DEFAULT**

**A. By the Association**

If the Association or its members shall interfere

with the Manager in the performance of its duties and the exercise of its powers hereunder, or if the Association shall fail to promptly do any of the things required of it hereunder, including but not limited to the assessment of its members in amounts sufficient to defray in full the Manager's costs and expenses as herein defined, and to otherwise pay all of the sums mentioned in the Declarations, then the Manager thirty (30) days after having given written notice to the Association of said default, by delivering said notice to any member of the Association, may declare this Agreement in default unless such default is cured by the Association within thirty (30) days after such notice. Upon default the Manager may, in addition to any other remedy given it by agreement or in law or in equity, bring an action against the Association for damages and/or specific performance and/or such other rights and remedies as it may have. All of such rights of the Manager upon default shall be cumulative and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy.

**B. By the Manager**

Failure by the Manager to substantially perform its duties and obligations under this Agreement for a continuous period of sixty (60) days after written notice of default from the Association, specifying the default complained of, shall be grounds for the Association's cancellation of this Agreement.

**XII - ASSIGNMENT**

The Manager may assign this Agreement, as long as the Assignee agrees, in writing, to assume and perform the terms and covenants of this Agreement, and upon such assumption, the Manager shall be released from any and



all obligations hereunder. Said Assignment shall be duly recorded in the Public Records of Broward County and notice of same, together with an executed duplicate of said Assignment shall be delivered to the said Association by certified mail or its equivalent. The Manager may also subcontract all or portions of its duties and powers under this Management Agreement.

### XIII SEVERABILITY

If any section, subsection, sentence, clause, phrase or word of this Agreement shall be and is for any reason held or declared to be inoperative or void, such holding will not affect the remaining portion of this Agreement, and it shall be construed to have been the intent of the parties hereto to agree without such inoperative or invalid part therein and the remainder of this Agreement after the exclusion of such parts shall be deemed and held to be valid as if such excluded parts had never been included herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their seals affixed the day and year first above written.

WITNESSES:

ORIOLE GOLF & TENNIS CLUB  
CONDOMINIUM TWO ASSOCIATION, INC.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Attest: \_\_\_\_\_

ORIOLE G & T MANAGEMENT CORP.

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

Attest: \_\_\_\_\_

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 \_\_\_\_\_ and \_\_\_\_\_, well known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ 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 \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

My Commission Expires:

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 \_\_\_\_\_ and \_\_\_\_\_, well known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ 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 \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

My Commission Expires:

**LONG TERM LEASE AGREEMENT**

**EXHIBIT B**

**DESCRIPTION OF AND IMPROVEMENTS UPON DEMISED PARCEL**

Lessor and Lessee have agreed that the improvements to be erected on the Demised Parcel shall consist of the following:

A clubhouse with auditorium seating approximately 350 persons and containing a kitchen, cardroom, billiard room, saunas and showers, exercise room, arts and crafts room, 6 shuffleboard courts, heated pool and deck, parking facilities and landscaping.

All of the foregoing shall be substantially in conformance with plans and specifications agreed upon by the parties and as same may be amended from time to time by agreement between the parties during the course of construction.

# MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_, day of \_\_\_\_\_, 197\_\_, by and between ORIOLE GOLF & TENNIS CLUB CONDOMINIUM TWO ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as "Association" and ORIOLE G & T MANAGEMENT CORP., a Florida corporation, hereinafter referred to as "Manager".

## W I T N E S S E T H :

WHEREAS, the Association is the association formed to govern and manage Oriole Golf & Tennis Club Condominium Two N through P, and R through Z (herein called the Condominiums) and by the Declarations and its By-Laws the Association is vested with certain powers and charged with certain duties relative to the operation of the Condominiums; and

WHEREAS, the land and appurtenances of the Condominiums contains, among other things, Apartments, recreational facilities, parking areas and other facilities, more particularly described in the Declarations and

WHEREAS, the Association contemplates entering into a Long Term Lease whereby the Apartment Owners shall have the use of recreation facilities; and

WHEREAS, the various Condominiums constitute the second phase of a multiphase project known as ORIOLE GOLF & TENNIS CLUB CONDOMINIUMS: and

WHEREAS, the nature of the Apartments together with other appurtenances and facilities, and the complexity and burden of the duties and responsibilities of the Association require the employment of a manager.

NOW THEREFORE, in consideration of the mutual covenants herein made, the parties agree as follows:

ORIOLE GOLF & TENNIS CLUB CONDOMINIUM TWO  
CONDOMINIUM APARTMENTS

RULES AND REGULATIONS

1. The walkways entrances, halls, corridors, stairways and ramps shall not be obstructed or used for any purpose other than ingress to and egress from the units.
2. The exterior of the units and all other areas appurtenant to a unit shall not be painted, decorated, or modified by any owner in any manner without prior consent of the Condominium Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
3. No article shall be hung or shaken from the doors or windows or placed upon the outside window sills of the units.
4. 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.
5. No owner shall make or permit any noises that will disturb or annoy the occupants of any of the units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.
6. Each owner shall keep such unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
7. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the unit except as shall have been approved by the Condominium Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.
8. Each unit owner who plans to be absent from his unit during the hurricane season, must prepare his unit prior to his departure, by:
  - (a) Removing all furniture, potted plants and other movable objects from his terrace and balcony; and
  - (b) Designating a responsible firm or individual satisfactory to the Condominium Association to care for his unit should the unit suffer hurricane damage. Such firm or individual shall contact the Condominium Association for clearance to install or remove hurricane shutters.
9. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the units,

except such as shall have been approved in writing by the Condominium Association, nor shall anything be projected out of any window in the units without similar approval.

10. All garbage and refuse from the units shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Condominium Association will direct. All disposals shall be used in accordance with instructions given to the owner by the Condominium Association.

11. Waterclosets and other water apparatus in the buildings shall not be used for any purposes other than those for which they were constructed. Any damage resulting from misuse of any waterclosets or other apparatus shall be paid for by the owner in whose unit it shall have been caused.

12. No owner shall request or cause any employee of the Condominium Association to do any private business of the owner, except as shall have been approved in writing by the Condominium Association.

13. Owners of units shall keep and maintain any storage closet, bin or area, which may be assigned to such owner, in a neat and sanitary condition at all times.

14. No radio or television aerial or antenna shall be attached to, or hung from the exterior of the units or the roofs thereon, and no transmitting equipment shall be operated in a unit.

15. The agents of the Condominium Association and any contractor or workman authorized by the Condominium Association may enter any unit at any reasonable hour of the day for any purpose permitted under the terms of the Declarations of Condominium, By-Laws of the Condominium Association or Management Agreement, if any. Except in case of emergency, entry will be made by pre-arrangement with the owner.

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

17. The owner shall not cause or permit the blowing of any horn from any vehicle of which his guests or family shall be occupants, approaching or upon any of the driveways or parking areas serving the Condominium Property.

18. All damage to the units caused by the moving or carrying of any article therein shall be paid by the owner responsible for the presence of such article.

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

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

21. The Condominium Association may retain a passkey to each unit. No owner shall alter any lock or install a new lock on any door leading into the unit of such owner without the prior consent of the Condominium Association. If such consent is given, the owner shall provide the Condominium Association with a key for the use of the Condominium Association.

22. Any damage to the buildings, recreational facilities or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of the owner.

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

24. Children shall be allowed to play only in those areas designated for play from time to time by the Condominium Association.

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

26. Complaints regarding the management of the units and grounds or regarding actions of other owners shall be made in writing to the Condominium Association.

27. Any consent or approval given under these Rules and Regulations by the Condominium Association shall be revocable at any time.

28. The swimming pool and recreational areas are solely for the use of the Condominium residents and their invited guests. Swimming and the use of other recreational facilities shall be at the risk of those involved and not, in any event, the risk of the Condominium Association or its Manager, if any.

29. 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 from time to time by the Condominium Association and posted in the swimming pool area and recreational areas.

30. These Rules and Regulations may be modified, added to or repealed at any time by the Condominium Association.

By order of the Board of Governors

ORIOLE GOLF & TENNIS CLUB CONDOMINIUM  
TWO ASSOCIATION, INC.



FORM 01  
CONDOMINIUM WARRANTY DEED

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_,  
between ORIOLE HOMES CORP., a Florida corporation, hereinafter  
referred to as "Grantor" and \_\_\_\_\_  
\_\_\_\_\_  
whose post office address is \_\_\_\_\_ State of \_\_\_\_\_  
\_\_\_\_\_, hereinafter referred to as "Grantee".

W I T N E S S E T H :

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

The Condominium Parcel known as Apartment \_\_\_\_\_ in  
Oriole Golf & Tennis Club Condominium Two-\_\_\_\_\_, a  
Condominium, according to the Declaration of Condominium  
thereof, recorded in Official Records Book \_\_\_\_\_,  
Pages \_\_\_\_\_ through \_\_\_\_\_ and pursuant to Survey,  
Plot Plan and Graphic Description of Improvements recorded  
in Condominium Book \_\_\_\_\_, Page \_\_\_\_\_ all of the  
Public Records of Broward County, Florida.

Grantee, by acceptance hereof, and by agreement with Grantor  
hereby expressly assumes and agrees to be bound by and to comply  
with all of the covenants, terms, conditions and provisions set  
forth and contained in the aforescribed Declaration of Condo-  
minium, including but not limited to, the obligation to make pay-  
ment of assessments for the maintenance and operation of the con-  
dominium which may be levied against the above described Apartment,  
and the Grantee expressly acknowledges the existence of a Long Term  
Lease between Oriole Homes Corp. and Oriole Golf & Tennis Club Con-  
dominium Two Association, Inc., which is recorded in Official Records  
Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Broward County,  
Florida. The Long Term Lease provides for certain annual rentals  
due the Lessor thereunder and that taxes and assessments, insurance  
and other monetary obligations referred to thereunder shall be in-  
cluded in the annual budget of this condominium as a Common Expense.  
Grantee expressly acknowledges and assumes the obligation to pay the  
Rent aforesaid and the other Common Expenses applicable to this  
condominium.

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19\_\_\_\_ and subsequent  
years;
2. Applicable zoning regulations and ordinances;
3. All of the terms, provisions, conditions, rights,  
privileges, obligations, easements and liens set

forth and contained in the Declaration of Condominium and all instruments therein referred to;

4. All of the covenants, conditions, restrictions, and easements of record, if any, which may now affect the aforescribed property;
5. Perpetual easement for encroachments now existing or hereinafter existing caused by the settlement or movement or improvement or caused by minor inaccuracies in building or rebuilding.
6. The Long Term Lease and amendments thereto if any.

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

Signed, Sealed and Delivered  
in the Presence of:

ORIOLE HOMES CORP.

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

(SEAL)

Accepted Grantee:

(Acknowledgments To Be Affixed)

FORM OF  
ASSIGNMENT OF USE OF PARKING SPACE

The undersigned has acquired Apartment \_\_\_\_\_ in Oriole Golf & Tennis Club Condominium Two \_\_\_\_\_ and has been assigned the use of the parking space described below, which is a limited Common Element, in accordance with the Declaration of Condominium.

NOW, THEREFORE, it is agreed as follows:

1. There is hereby assigned to the undersigned the use of parking space \_\_\_\_\_ effective herewith.
2. This Assignment of Parking Space is for the exclusive use of the above Apartment. The parking space shall be maintained, occupied and transferred solely in accordance with the provisions of the Declaration of Condominium.
3. This Assignment shall be noted in the Book maintained by the Condominium Association for such purpose.

THIS AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_.

ORIOLE HOMES CORP.

By \_\_\_\_\_  
Authorized Officer or Agent

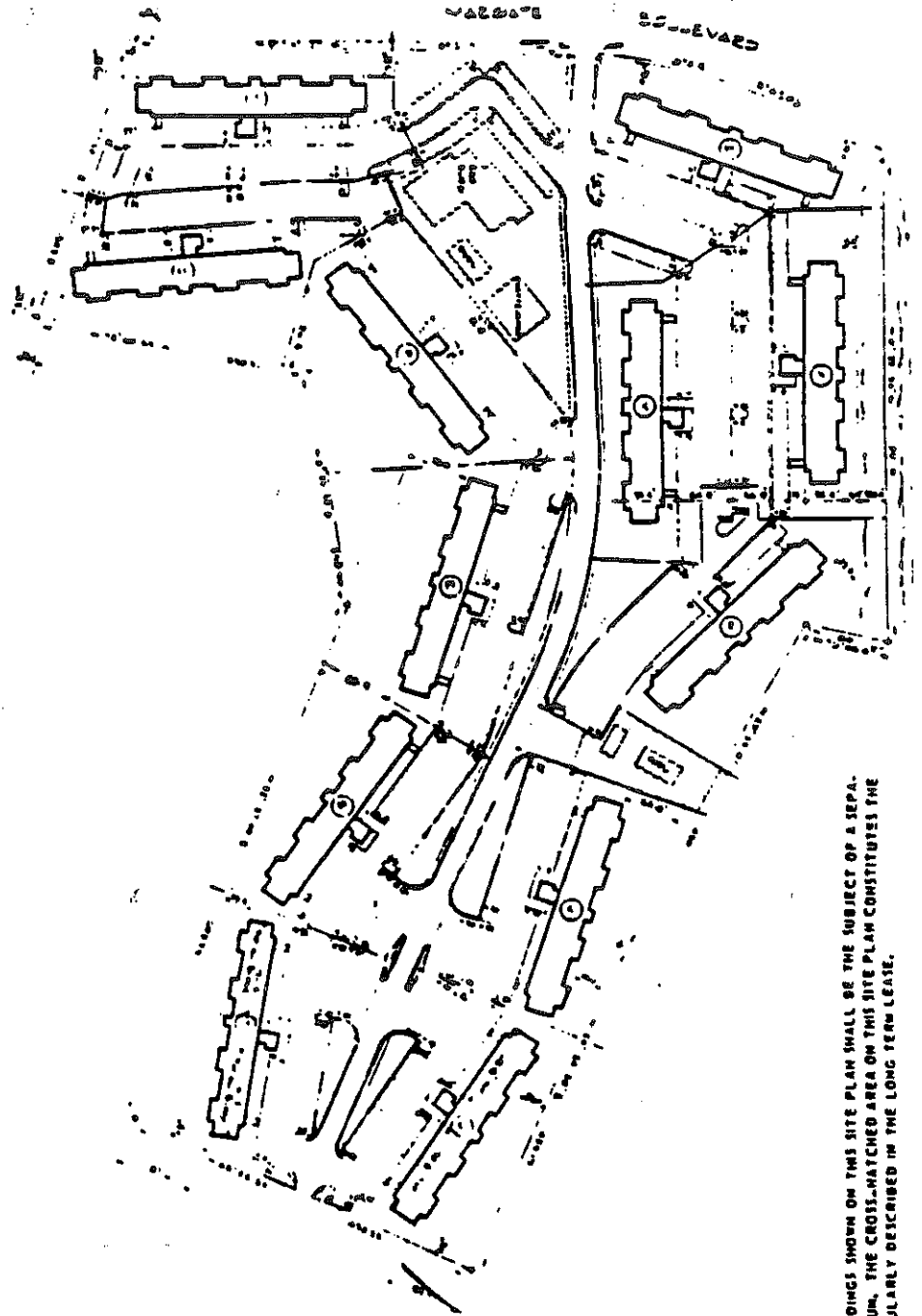
\_\_\_\_\_  
Owner of Apartment (SEAL)

\_\_\_\_\_  
Owner of Apartment (SEAL)

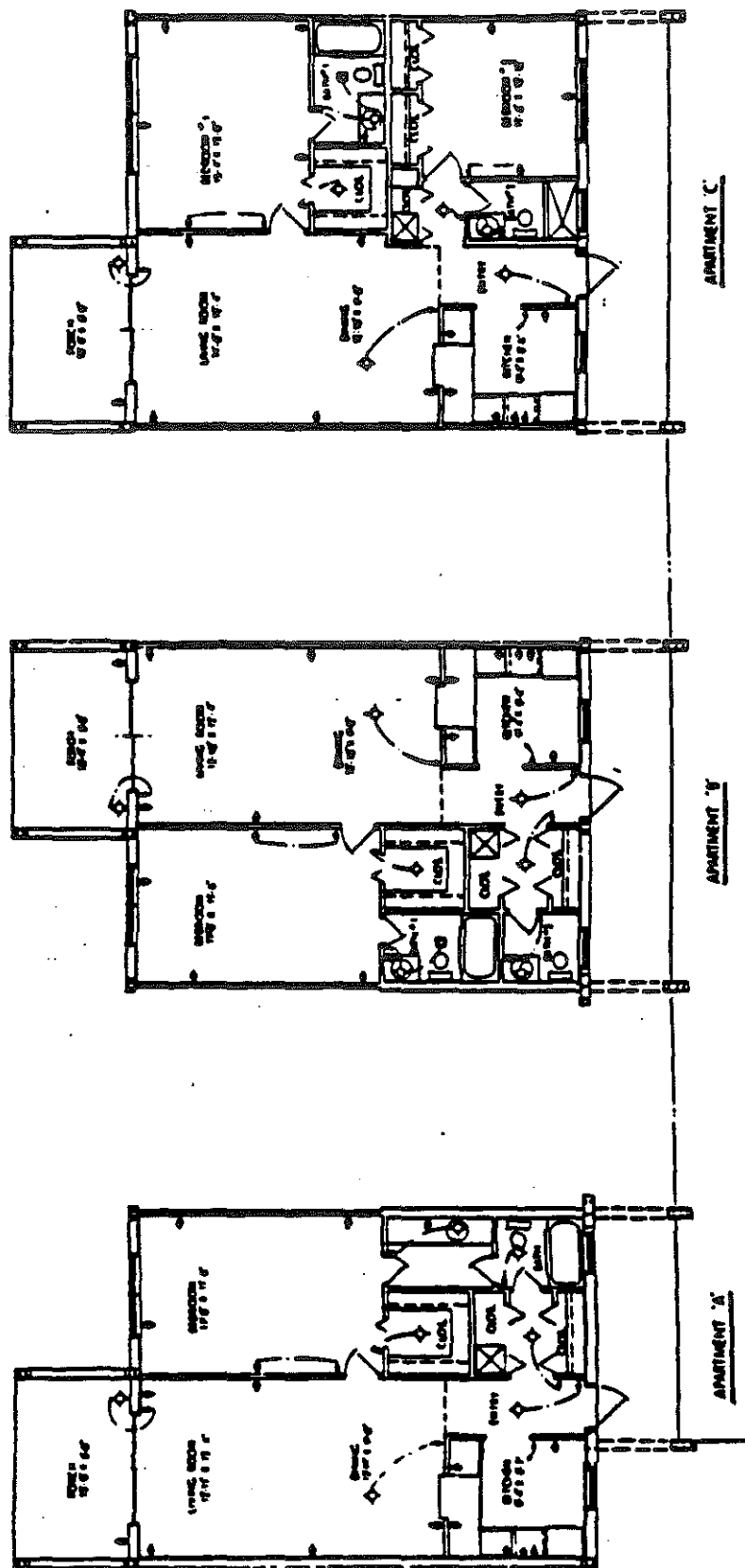
THIS DOCUMENT MAY NOT BE RECORDED

ORIOLE GOLF &amp; TENNIS CLUB II

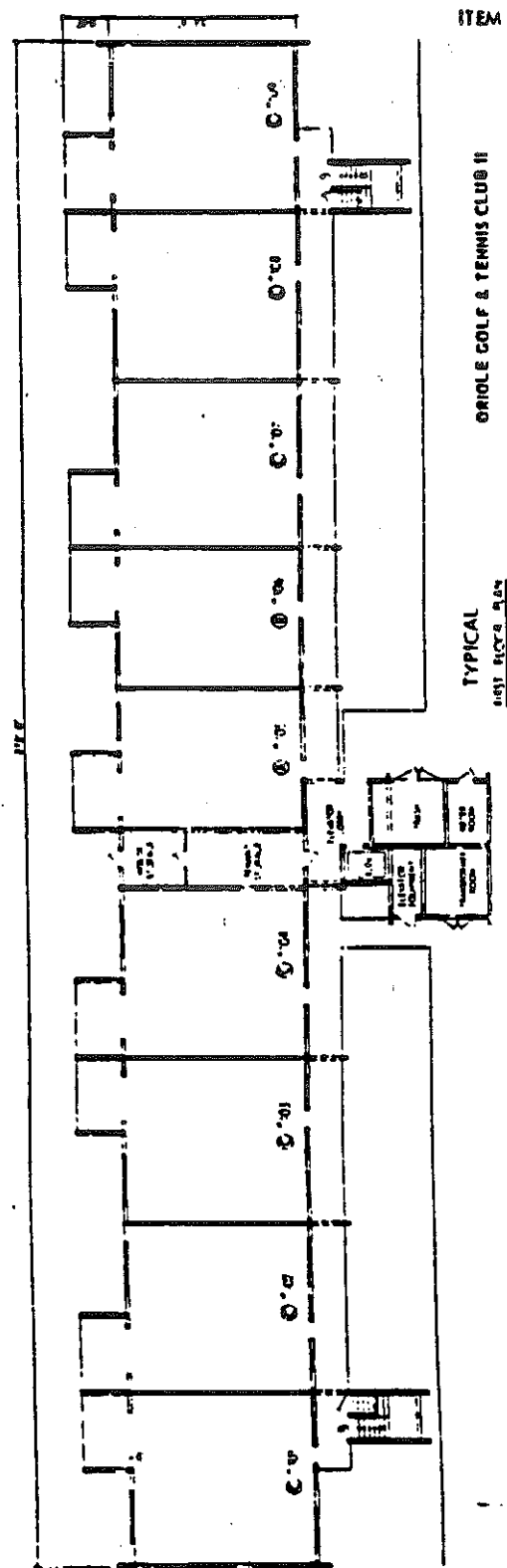
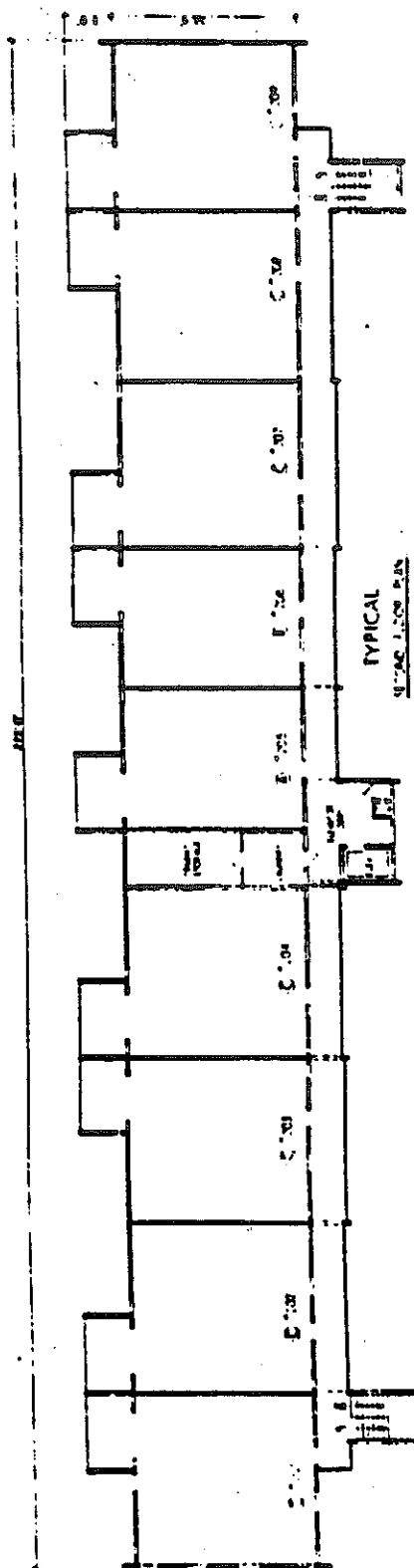
SITE PLAN



EACH OF THE 12 APARTMENT BUILDINGS SHOWN ON THIS SITE PLAN SHALL BE THE SUBJECT OF A SEPA. RATE DECLARATION OF CONDOMINIUM. THE CROSS-HATCHED AREA ON THIS SITE PLAN CONSTITUTES THE DENISED PARCEL AS MORE PARTICULARLY DESCRIBED IN THE LONG TERM LEASE.



PLANS OF TYPICAL APARTMENTS



THE FOLLOWING LANGUAGE IN SUBSTANTIALLY THIS FORM WILL APPEAR ON THE SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS TO BE FILED WITH THE CONDOMINIUM DOCUMENTS, TO WIT:

#### DESCRIPTION OF UNITS (Apartments)

1. Each unit is composed of an apartment with porch.
2. The boundary lines of each apartment and porch enclose the space bound by a vertical projection of the apartment and porch boundary lines as shown and by the horizontal planes of the floor and ceiling elevations as noted.
3. Apartment and porch dimensions are coverage to unfinished walls, to the vertical projection of the porch boundaries as shown and to finished ceiling and floor.
4. Each unit shall have as an appurtenance thereto an undivided share of the common elements as the same are described and set forth in the Declaration of this Condominium and in the Instruments therein referred to and this Condominium is created under a Declaration thereof as provided for by Chapter VII, Florida Statutes, the Condominium Act.

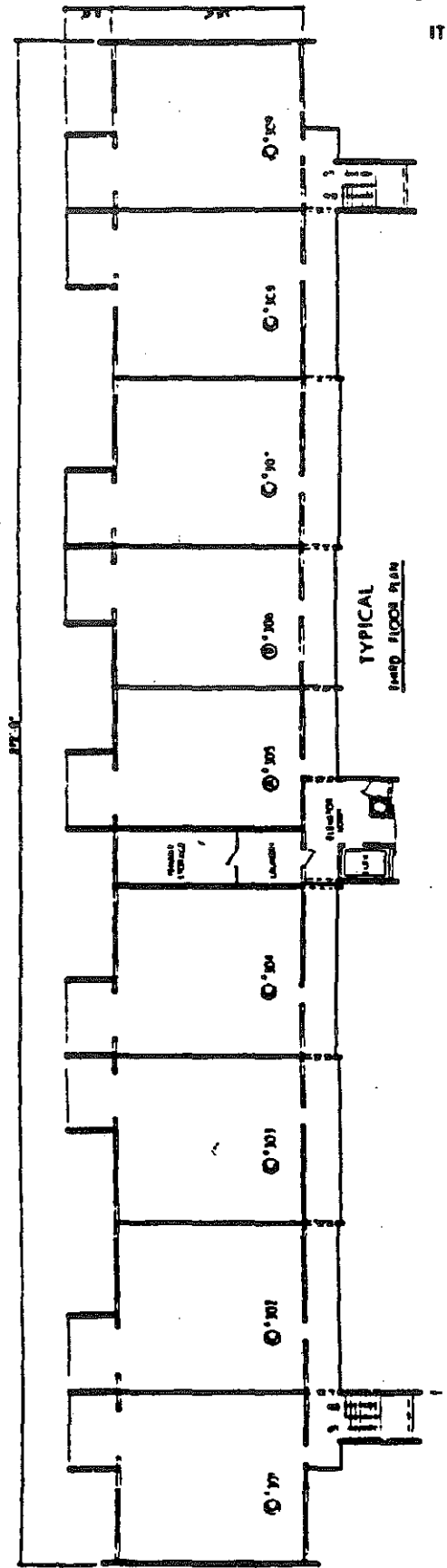
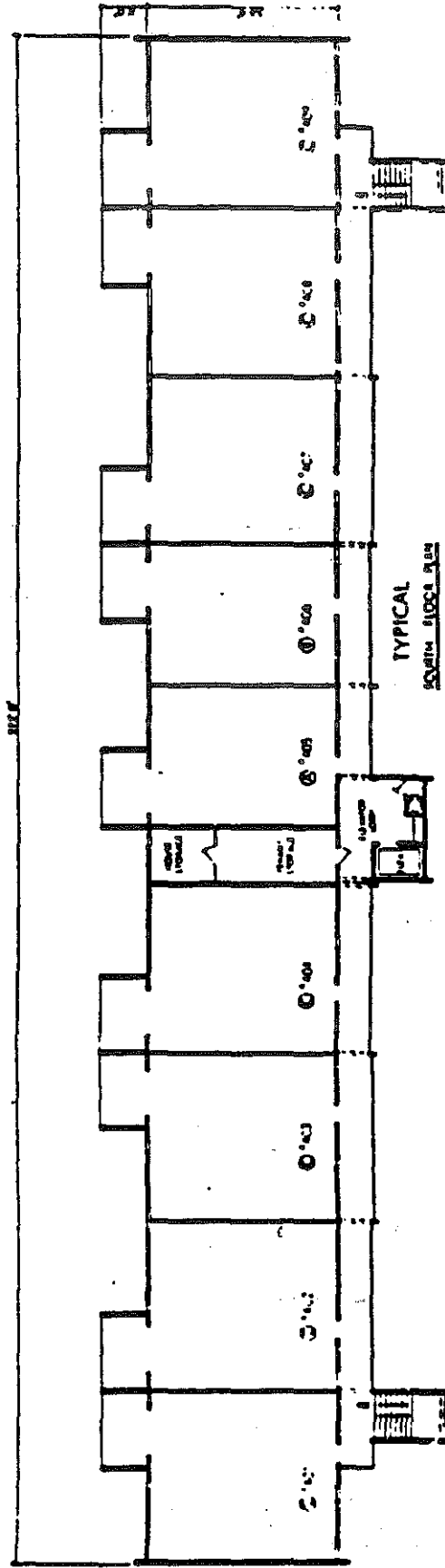
5. Elevations, shown in feet, are based upon U.S.C. & G.S. Mean Sea Level Datum.

#### DESCRIPTION OF LIMITED COMMON ELEMENTS

There are designated and reflected herein separate parking spaces located on the condominium property which are identified as the inclusive. The said parking spaces are limited common elements.

#### DESCRIPTION OF COMMON ELEMENTS

1. All land and all portions of this plot plan not within any unit or units and not shown as a LIMITED COMMON ELEMENT, are parts of the common elements.
2. All bearing walls to the unfinished surface of said walls located within an apartment, constitute parts of the common elements.
3. All conduits and also to outlets and all other utility lines to outlets regardless of location, constitute parts of the common elements.



## ORIOLE GOLF &amp; TENNIS CLUB CONDOMINIUM TWO

## CONSTRUCTION WARRANTY

ORIOLE GOLF & TENNIS CLUB CONDOMINIUM TWO (hereinafter called "Seller") warrants to its Immediate Grantee (as hereinafter defined) and to the Condominium Association to the extent applicable construction of the unit and apartment building built by Seller in Oriole Golf & Tennis Club Condominium Two is in accordance with condominium construction practices in Broward County, Florida, and that the construction has been inspected by all governmental agencies to the extent required by law and all Certificates of Occupancy issued. The Seller's obligations under the just stated Warranty is limited to the following provisions and conditions:

1. Any complaint under this Warranty must be in writing and sent to the Seller's office at 450 N. W. 65th Terrace, Margate Florida.

2. For a period of sixty (60) days from the date of closing on a unit the Seller will adjust by repair any needed work as to the following:

Doors, including hardware; windows; electric switches; receptacles and fixtures; caulking around exterior openings and plumbing; plumbing fixtures; cabinet work; and, bathroom tile.

3. For a period of one (1) year from the date of the issuance of the Certificate of Occupancy, the Seller will correct any defects in the original construction of portions of the condominium property not otherwise provided for herein upon the written request of the Condominium Association or of the Owner of a unit in which the defect is located.

4. Seller will deliver to the Immediate Grantee or to the Condominium Association, where applicable, any manufacturers' warranties for all appliances and equipment such as refrigerator, range, heater, hot water heater, washing machine, dish washer, garbage disposal, elevator, etc., but the Seller assumes no new or independent warranties or obligations as to the same.

5. All repairs or adjustments hereunder shall be performed by the Seller or its authorized sub-contractors.

For the purpose of this Warranty, the term "Immediate Grantee" means solely the person designated as grantee in the original deed of conveyance from the Seller. Therefore, this Warranty is non-transferrable and any obligation hereunder terminates if the apartment is sold and shall cease to be occupied by the Immediate Grantee.

THIS WARRANTY APPLICABLE TO CONSTRUCTION IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN LIEU OF ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF THE SELLER RELATING TO CONSTRUCTION.

Notwithstanding anything herein to the contrary, the Seller does not assume responsibility for damage due to ordinary wear and tear, or abusive use; or defects which are the



result of characteristics of materials commonly used so long as the materials used are those prescribed by applicable Building Code Regulations; nor is the Seller liable for any loss or injury caused by the elements; or conditions resulting from condensation on, or expansion or contraction of materials; or paint over newly plastered interior walls.

ORIOLE HOMES CORP.

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

READ AND ACCEPTED:

\_\_\_\_\_

\_\_\_\_\_  
GRANTEE

## RECEIPT AND ACKNOWLEDGMENT

WE, THE UNDERSIGNED are Purchasers under a Contract of Purchase and Sale of a unit in ORIOLE GOLF & TENNIS CLUB CONDOMINIUM TWO and as such, will become a member in the Condominium Association responsible for operating the condominium and a unit owner. In the foregoing capacities, we acknowledge that we have received a copy of the condominium documents required by Florida Statute 711.24 which consist of a Declaration of Condominium; Articles of Incorporation and By-Laws of the Condominium Association; Long Term Lease and Management Agreement; and a copy of the Projected Operating Budget, Sales Brochure, Floor Plan and Statement of Ownership. The undersigned hereby expressly represent that we have been given the opportunity of reading the foregoing instruments and have read the same.

The undersigned acknowledge that some of the officers, directors and members of the Seller-Developer (Oriole Homes Corp.) are officers, directors and members of the Condominium Association responsible for the operation of this condominium and the Management Company with whom the Condominium Association has entered into the Management Agreement.

The undersigned further acknowledge that the Long Term Lease contains lien rights upon our Apartment as security for the obligation to pay Rent and Operating Expenses under such agreement.

Purchaser \_\_\_\_\_

Purchaser \_\_\_\_\_

Apt. \_\_\_\_\_ in Oriole Golf & Tennis Club Condominium Two \_\_\_\_\_

Date \_\_\_\_\_

LEGAL DESCRIPTION  
RECREATION LEASE AREA  
ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM TWO

A portion of Parcel 5, ORIOLE GOLF AND TENNIS CLUB SECTION ONE, as recorded in Plat Book 75, Page 34, of the public records of Broward County, Florida, described as follows:

Commencing at the most Northerly corner of said Parcel 5; thence South 24° 24' 30" West along the Westerly line of said Parcel 5, a distance of 439.190 feet; thence South 29° 29' 06" West along the said West line, a distance of 188 feet to the Point of Beginning; thence continuing South 29° 29' 06" West along the said West line, a distance of 57 feet; thence South 58° 26' 37" East, a distance of 140.276 feet; thence North 27° 59' 18" East, a distance of 55.664 feet; thence South 69° 26' 23" East, a distance of 95.300 feet; thence North 26° 04' 50" East, a distance of 28 feet; thence North 69° 26' 23" West a distance of 234.048 feet to the Point of Beginning;

TOGETHER WITH a portion of said Parcel 5, more fully described as follows:

Commencing at the Southeast corner of said Parcel 5; thence North 89° 37' 27" West along the South line of said Parcel 5, a distance of 309 feet to the Point of Beginning; thence continuing North 89° 37' 27" West along the said South line, a distance of 187.100 feet to a point of curve; thence Westerly along the said South line, and along a curve to the right, with a radius of 670.333 feet and a central angle of 3° 19' 23", an arc distance of 38.884 feet; thence North 3° 41' 58" East, a distance of 169.780 feet to a point of curve; thence Northerly along a curve to the left, with a radius of 496.360 feet, and a central angle of 6° 55' 03", an arc distance of 59.927 feet to a point of tangency; thence North 3° 13' 05" West, a distance of 221.670 feet; thence North 86° 46' 55" East, a distance of 20.767 feet; thence South 38° 10' 37" East, a distance of 332.005 feet; thence South 20° 06' 41" East, a distance of 34.531 feet; thence South 65° 01' 04" West, a distance of 49.823 feet; thence South 24° 58' 56" East, a distance of 82.713 feet; thence South 0° 22' 33" West, a distance of 65 feet to the Point of Beginning.

All of the above said land situate, lying, and being in the City of Margate, and containing 1.9221 Acres more or less.

DFB

5/8/73



# Oriole Golf & Tennis Club Condominium Two Association, Inc.

December 10, 1986

Dear Unit Owner(s):

Please keep these amendments with your Condominium documents.  
Note: struck through----indicates removed, underlined\_\_\_\_\_,  
indicates added new.

Article IV-A, 9(c) of the Declaration of Condominium is amended as follows: 9(c) any other expenses designated or inferred to be Common Expenses by the Act or by the Condominium Documents and any similar expenses designated as Common Expenses from time to time by the Board including Cable Television Basic Service.

Article XIII-A of the Declaration of Condominium is amended as follows: XIII-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 Apartment may be rented or leased for any term of less than ~~three (3)~~ six (6) months and one (1) day, nor more than one (1) time in any twelve (12) consecutive month period. Under no circumstances may an Apartment be rented or leased without a prior application having been made to and approved by the Board of Governors or their designees. No children under the age of fifteen (15) may be permitted to reside in any of the Apartments except that children under the age of fifteen may be permitted to visit and temporarily reside for a period not to exceed sixty (60) days during any consecutive twelve (12) month period.

The following rental regulation has been added to the Rules and Regulations: Any unit in any of the twelve (12) condominiums of Oriole Golf & Tennis Club Condominium Two Association Inc., purchased on or after December 1, 1986, may not be leased or rented until a twelve (12) month period has expired from the date of purchase.

OVER

1006 Country Club Drive / Margate, Florida 33063

IMPORTANT

M I N U T E S

ORIOLE GOLF & TENNIS CLUB CONDOMINIUM II ASSOCIATION INC. MEETING  
FEB. 27, 1989

The meeting of the members-at-large was called to order by President Nat Goldstein at 8 PM. The purpose of the meeting was to vote on the adoption of Article XXVIII to our Declaration of Condominium Articles, which is as follows:

XXVIII. COMMUNITY FOR OLDER PERSONS

The Condominium is intended and shall be operated as "housing for older persons" as such term is defined in the Federal Fair Housing Amendment Act of 1988.

A. Occupancy

Units shall be occupied by at least one person 55 years of age or older.

B. Board Authority

The Board of this Association is hereby authorized to promulgate such rules and take such actions as are necessary to carry out the intention herein expressed that this Condominium be "housing for older persons."

(New language underlined). This Amendment shall apply to changes in occupancy occurring on or after its effective date. The effective date shall be the date on which a Certificate of Amendment is recorded in the Public Records of Broward County, Florida. APRIL 7, 1989 - Book 16224, Page 757

V. NEW BUSINESS

Nat Goldstein made a MOTION that the following resolution be added to our documents in order to implement Article XXVIII-Community for Older Persons:

Inasmuch as Oriole Golf & Tennis Club Condominium Two Association Inc. is designed and intended as a community to provide housing for residents who are fifty-five (55) years of age or older, no unit shall, at any time, be permanently occupied by children who are under fifteen (15) years of age; except that children below that age of fifteen (15) may be permitted to visit and temporarily reside for periods not exceeding sixty (60) days in toto in any calendar year period. No permanent occupancy of any unit shall be permitted by an individual between the ages of fifteen (15) and fifty-five (55). Notwithstanding same, the Board in its sole discretion shall have the right to establish exceptions to permit individuals between the ages of fifteen (15) and fifty-five (55) to permanently reside in the community, providing that said exception shall not be permitted in situations where the granting of an exception would result in less than 80% of the units in the Condominium community having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of occupancy are maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the aforesaid percentages of occupancy. Permanent occupancy or residency shall be defined in the Rules & Regulations of the Association as may be promulgated by the Board. Notwithstanding the foregoing, occupancy of a unit on a permanent basis is limited to two (2) individuals for all 1 bedroom units, and four (4) individuals for all 2 bedroom units. However, individuals in excess of this number may be permitted to visit and temporarily reside in a unit in the Condominium for periods not to exceed sixty (60) days in toto in any calendar year, with the written approval of the Association.

Seconded by Jack Wachterman. Vote was taken and the Motion was passed unanimously.

## Oriole Golf and Tennis Club II

Assigned employees	Number	Weekday	Weekend	Month	Monthly
Property Manager					
Assistant Manager/Admin	P/T				
Maintenance Supervisor	F/T				
Grounds Maintenance				Included	
Pool Contract				Included	
Elevator Contract				Included	
Janitorial Contract	3	covered	covered	Included	
All supplies and repair parts are the responsibility of Oriole Golf & Tennis Club 2					
*Includes all costs, taxes and fees					
Monthly Sub-total					\$22,500.00

10

11

12