

This Instrument Prepared by and Return to:
Rachel E. Frydman, Esq.
RACHEL E. FRYDMAN, PA
9825 Marina Boulevard, Suite 100
Boca Raton, FL 33428
954-227-3916

**CERTIFICATE OF AMENDMENT
TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS AND
AMENDED AND RESTATED BYLAWS FOR FOR GARDEN PATIO VILLAS
ASSOCIATION, INC.**

THIS AMENDMENT is made this 22 day of December, 2022, by GARDEN PATIO VILLAS ASSOCIATION, INC., (hereinafter "ASSOCIATION") pursuant to the Declaration of Covenants, Restrictions and Easements (hereinafter "DECLARATION") and Amended and Restated Bylaws (hereinafter "BYLAWS"), which have been duly recorded in the Public Records of Broward County, Florida in OR Book 6630, at Page 908 with a Notice of Preservation recorded at CFN# 104432569, OR Book 38411 at Page 1935.

WHEREAS, at a duly called and noticed meeting of the membership of ASSOCIATION, held on December 10, 2022, the DECLARATION AND BYLAWS were amended;

WHEREAS, the Amendments set forth herein are for the purpose of amending the DECLARATION and BYLAWS;

WHEREAS, the Amendments set forth herein do not materially or adversely alter the proportionate voting interest appurtenant to any parcel, do not increase the proportion or percentage by which a parcel shares in the common expenses of the ASSOCIATION, nor impair the rights and priorities of any lienors or mortgagees;

NOW, THEREFORE, the undersigned hereby certify that the Amendments to the DECLARATION and BYLAWS set forth herein are a true and correct copy of the Amendments as amended by the membership:

1. Amendment to amend Article I, subparagraph 13 of the Bylaws, and Article I, Paragraph 14, subparagraph c of the Declaration, as follows: (Removal of language by ~~strikeout~~ and additions by underline and ... noting unchanged language)

Bylaws Language below

~~"(c) "Cluster Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Cluster Property under the provisions of the Declaration and Cluster Declarations is no longer an "expense" or phrase that is used by the Association and therefore, any reference to "Cluster Expense" has no current meaning or use and shall be disregarded, as of the recording of this amendment."~~

Declaration Language below

~~"(c) "Cluster Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the operation, administration, maintenance and repair of the Cluster Property under the provisions of this Declaration and under a Cluster Declaration and any expenses specifically hereafter referred to in this Declaration or in a Cluster Declaration as "Cluster Expenses". is no longer an "expense" or phrase that is~~

used by the Association and therefore, any reference to "Cluster Expense" has no current meaning or use and shall be disregarded, as of the recording of this amendment."

Except as proposed above, all other terms and conditions of in Article I of the Bylaws and ARTICLE I of the Declaration, shall remain unchanged and in full force and effect according to their terms.

2. Amendment to the Declaration by adding in Paragraph 23 to Article III, Section B, as follows: (Removal of language by ~~strikeout~~ and additions by underline and ... noting unchanged language)

"23. DOME LIGHT. All Owners must keep the street dome light switch in the "ON" position, at all times, to allow the light sensor to function properly and turn off the light automatically during the daytime hours. Owners must report any problem with this switch to the Association."

Except as proposed above, all other terms and conditions of the Declaration, shall remain unchanged and in full force and effect according to their terms.

IN WITNESS WHEREOF, the Association has caused these Amendments to the Declaration of Condominium of GARDEN PATIO VILLAS ASSOCIATION, INC. to be executed by the duly authorized officer on this 22 day of December, 2022.

GARDEN PATIO VILLAS ASSOCIATION, INC.

By: Melodia Savoca
Melodia Savoca, President

By: Mary Schultze
Mary Schultze, Secretary

Witnessed by:

LOUIS GRUNES
Printed Name Witness 1

Jeff Mandell
Printed Name Witness 2

[Signature]
Signature

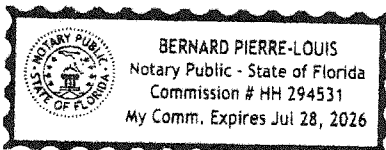
[Signature]
Signature

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING instrument was sworn to and acknowledged before me by means of [X] physical presence or [] online notarization, this 22 day of December, 2022, by Melodie Savoca and Mary Schultze, Authorized Agents of GARDEN PATIO VILLAS ASSOCIATION, INC, who are personally known to me or has produced a driver's license as identification as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 22 day of December, 2022.

[Signature]
Notary Public
My commission expires: July 28, 2026



Residential Property ~~except for the construction, development and sale or rental of the Residential Property or portions thereof by Developer. Included within the meaning of commercial or business occupations, and thereby excluded from use, is the leasing or renting of any lot or Villa for a period of less than ninety (90) days and/or leasing or renting of any lot or Villa more than twice in any twelve (12) month period. Leases shall be for a period of not less than ninety (90) days and no longer than one hundred and eighty (180) days. The Villa No Villa/ Dwelling Unit or Lot may be occupied by other than the Villa owner for a period of greater than 10 months and the owner's guests. The Villa owner must be in residence when any guest is staying in the Villa / Dwelling Unit. Guests may not to stay for more than thirty (30) days in any twelve (12) month period. The Association does not permit renting of the Villa/ Dwelling Unit or the renting of rooms, including transient occupancy such as Airbnb."~~

Except as proposed above, all other terms and conditions of in Article III. Section A, Par. 1 of the Declaration, shall remain unchanged and in full force and effect according to their terms.

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5. Amendment to Article III, Section B, Par. 1 of the Declaration, as follows: (Removal of language by ~~strikeout~~ and additions by underline and ... noting unchanged language)

B. RESTRICTIONS ON USE

"1. AGE LIMITATION: NO PERSON SHALL BE PERMITTED TO PERMANENTLY RESIDE IN A VILLA WHO IS UNDER THE AGE OF ~~SIXTEEN (16)~~ EIGHTEEN (18) YEARS. PERMANENTLY RESIDE SHALL MEAN THE OCCUPANCY OF A VILLA FOR MORE THAN NINETY (90) DAYS IN ANY TWELVE MONTH PERIOD. VISITORS MAY STAY IN A VILLA/DWELLING UNIT, UP TO 30 DAYS IN A TWELVE MONTH PERIOD WITHOUT NOTIFYING THE BOARD OF DIRECTORS. ANY STAYS LONGER THAN 30 DAYS IN ANY TWELVE MONTH PERIOD REQUIRE APPROVAL FROM THE BOARD OF DIRECTORS. STAYS LONGER THAN 30 DAYS IN A TWELVE MONTH PERIOD SHALL REQUIRE THE SCREENING OF THAT PERSON FOR RESIDENCY INCLUDING COMPLETION OF A SCREENING PACKAGE AND PAYMENT OF A SCREENING FEE."

Except as proposed above, all other terms and conditions of in Article III. Section B, Par. 1 of the Declaration, shall remain unchanged and in full force and effect according to their terms.

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6. Amendment to Article III, Section B, Par. 15 of the Declaration, as follows: (Removal of language by ~~strikeout~~ and additions by underline and ... noting unchanged language)

"15. AWNINGS AND SHUTTERS: NO EXTERIOR MODIFICATIONS, INCLUDING PAINTING, PATIO OR PORCH ADDITIONS, PRIVACY AND PARTY WALLS, DRIVEWAYS, AWNINGS, CANOPIES, OR SHUTTERS, INCLUDING HURRICANE OR STORM SHUTTERS, SHALL BE ATTACHED OR AFFIXED TO THE EXTERIOR OF A CLUSTER BUILDING UNLESS SUCH AWNINGS, CANOPIES, OR SHUTTERS EXTERIOR MODIFICATIONS HAVE BEEN APPROVED BY THE BOARD WHICH APPROVAL MAY BE BASED UPON THE AESTHETIC APPEARANCE OF THE GARDEN PATIO VILLAS. NO GARAGE CONVERSIONS SHALL BE APPROVED. ANY CITY VIOLATIONS MUST BE CONVERTED BACK PRIOR TO THE SALE OF THE VILLA/ DWELLING UNIT. ADDITIONALLY, ALL OWNERS MUST COMPLY WITH AND PROVIDE PROOF THAT THE ASSOCIATION COLOR SCHEMES FOR EXTERIOR COLORS TO THE VILLA/ DWELLING UNITS

SHALL BE USED. OWNERS MUST ALSO OBTAIN THE PROPER BUILDING PERMITS FROM THE CITY OF MARGATE ONCE ASSOCIATION APPROVAL IS RECEIVED. FAILURE TO OBTAIN ASSOCIATION APPROVAL OR A PERMIT, IF ONE IS REQUIRED, SHALL BE A VIOLATION SUBJECT TO THE IMPOSITION OF A FINE BY THE BOARD OF DIRECTORS."

Except as proposed above, all other terms and conditions of in Article III. Section B, Par. 15 of the Declaration, shall remain unchanged and in full force and effect according to their terms.

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7. Amendment to Article 3.9 of the Bylaws, as follows: (Removal of language by ~~strikeout~~ and additions by underline and ... noting unchanged language):

**"3.9 Minutes of Meetings. The minutes of all meetings of the Board shall be ~~kept in a book maintained in written form or in another form that can be converted into written form within a reasonable time so that same is~~ available for inspection by the members of the Association, or their authorized representatives, and the Directors at any reasonable time. ..."**

Except as proposed above, all other terms and conditions of in Article 3.9 of the Bylaws, shall remain unchanged and in full force and effect according to their terms.

~~~~~  
8. Amendment to Article 5.1 of the Bylaws, as follows: (Removal of language by ~~strikeout~~ and additions by underline and ... noting unchanged language):

"5.1 Executive Officers. The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. All officers must provide full details and knowledge to the other officers regarding any issue he or she may be independently handling to ensure ease of assistance when a director is on vacation, is hospitalized, dies or any other time the director is unavailable to fill his or her duties. This full disclosure requirement will reduce the possibility of fraudulent activity."

Except as proposed above, all other terms and conditions of in Article 5.1 of the Bylaws, shall remain unchanged and in full force and effect according to their terms.

~~~~~  
9. Amendment to Article 5.2 of the Bylaws, as follows: (Removal of language by ~~strikeout~~ and additions by underline and ... noting unchanged language):

**"5.2 President - Powers and Duties. The President shall be the chief executive officer of the Association. The President shall have general supervision over the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation. The President must have access to all financial records, including all passwords to bank accounts and other computer programs utilized by the Association."**

Except as proposed above, all other terms and conditions of in Article 5.2 of the Bylaws, shall remain unchanged and in full force and effect according to their terms.

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10. Amendment to Article 5.6 of the Bylaws, as follows: (Removal of language by ~~strikeout~~ and additions by underline and ... noting unchanged language):

"5.6 Officers' Compensation. Officers shall be entitled to compensation as ~~determined by the Board of Directors with a cap of \$350.00 monthly, divided among five Officers set forth herein: \$360.00 per month divided amongst each Director if there are three (3) Directors on the Board and \$600.00 per month divided amongst each Director if there are (five) Directors on the Board.~~ Should the Association hire a Property Management Company or a Licensed Property Manager, there shall be no compensation for any Director. In the event that work is needed outside the scope of responsibilities of the present Officers, the Board of Directors shall have the right to hire a vendor or other service provider to accomplish the work."

Except as proposed above, all other terms and conditions of in Article 5.6 of the Bylaws, shall remain unchanged and in full force and effect according to their terms.

~~~~~  
11. Amendment to Article 7.11 of the Bylaws, as follows: (Removal of language by ~~strikeout~~ and additions by underline and ... noting unchanged language):

**"7.11 Association Depository.** The depository of the Association shall be a bank or banks or state or federal savings and loan associations with offices in Florida and other insured depositories as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by checks signed, online payments and credit cards, by such persons as are authorized by the Directors."

Except as proposed above, all other terms and conditions of in Article 7.11 of the Bylaws, shall remain unchanged and in full force and effect according to their terms.

~~~~~  
12. Amendment to Article III (A)(2)(c) of the Declaration, as follows: (Removal of language by ~~strikeout~~ and additions by underline and ... noting unchanged language):

(c) Shuffleboard: THIS PROVISION IS DELETED IN ITS ENTIRETY AS THERE IS NO LONGER A SHUFFLEBOARD COURT.

Except as proposed above, all other terms and conditions of in Article III (A)(2)(c) of the Declaration, shall remain unchanged and in full force and effect according to their terms.

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13. Amendment to Article III, Section B, Par. 2 of the Declaration, as follows: (Removal of language by ~~strikeout~~ and additions by underline and ... noting unchanged language):

**"2. PETS, WILDLIFE AND OTHER ANIMALS: THIS PROVISION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:**

- A. PETS**  
**PETS MAY BE KEPT BY AN OWNER AND HIS OR HER FAMILY, UPON AND WITHIN A VILLA/ DWELLING UNIT WITH THE FOLLOWING RESTRICTIONS:**
- o All pets that will be residing in the Villa/ Dwelling Unit must be approved by the Board prior to bringing the pet to the property.**
  - o No more than 2 dogs and/or cats allowed per villa.**
  - o No dogs proven to be aggressive shall be approved.**
  - o All animals approved by the Board must be kept on leashes when outside of the Villa/ Dwelling Unit and while on association property.**

- Owners must pick-up and remove the fecal droppings of their animal(s).
- All dogs and cats must be registered with the county and have up to date vaccines including its rabies shot. All cats and dogs must wear the Broward County tag at all times. Owners must provide proof of up to date vaccinations upon seeking approval and each year, if requested by the Association.

In the event the Board of Directors deems a pet a nuisance, due to constant complaints received by neighbors or physical altercations between the animal and other persons or animals, the Association has the right to rescind the approval and require the removal of the animal. Owners are subject to being fined for any violations of these pet restrictions and/ or held responsible for damages caused by animals to another resident's person or property, or animal.

**B. WILDLIFE AND OTHER ANIMALS.**

- No person may feed or leave food for the consumption by any wildlife. This includes but is not limited to ducks.
- Birds may be fed only by the use of bird feeders on your property, in the back yard.
- The feeding of any stray animal is prohibited.
- No chickens, ducks, geese, pigeons, doves, or cattle, horses, sheep or goats are allowed"

Except as proposed above, all other terms and conditions of in Article III, Section B, Par. 2 of the Declaration, shall remain unchanged and in full force and effect according to their terms.

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14. Amendment to Article III, Section B, Par. 8 of the Declaration, as follows: (Removal of language by ~~strikeout~~ and additions by underline and ... noting unchanged language):

"8. ANTENNA AND AERIALS: THIS PROVISION IS DELETED IN ITS ENTIRETY AS THERE IS NO MASTER ANTENNA AND MODIFIED TO ADD THE FOLLOWING LANGUAGE. "Any antenna added by an Owner must install same in the rear of the Villa/ Dwelling Unit"

Except as proposed above, all other terms and conditions of in Article III, Section B, Par. 8 of the Declaration, shall remain unchanged and in full force and effect according to their terms.

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15. Amendment to Article III, Section B, Par. 11 of the Declaration, as follows: (Removal of language by ~~strikeout~~ and additions by underline and ... noting unchanged language):

**"11. NOTICES: NO SIGN, ADVERTISEMENT, NOTICE, LETTERING OR DESCRIPTIVE DESIGN SHALL BE POSTED, DISPLAYED, INSCRIBED, OR AFFIXED TO THE EXTERIOR OF A CLUSTER BUILDING. NO "FOR SALE" OR SIMILAR SIGNS OR NOTICES OF ANY KIND SHALL BE DISPLAYED OR PLACED UPON ANY PART OF A CLUSTER BUILDING BY OWNERS ~~OTHER THAN DEVELOPER~~ WITHOUT THE PRIOR WRITTEN APPROVAL FOR SAME FROM THE BOARD, AND, UNTIL SUCH TIME AS DEVELOPER NOTIFIES THE ASSOCIATION TO THE CONTRARY, FROM THE DEVELOPER AS WELL. ANY SIGN APPROVED BY THE BOARD FOR DISPLAY SHALL BE NO LARGER THAN FOUR (4) SQUARE FEET AND PLACED WITHIN THE OWNER'S 15 FEET OF SPACE FROM THE VILLA WALL. DEVELOPER MAY DISPLAY ANY SIGN WHICH IT DEEMS, AS ITS SOLE DISCRETION, IS NECESSARY. AN APPROVED 'FOR SALE' SIGN MUST BE REMOVED UPON FULL EXECUTION OF A CONTRACT FOR SALE."**

Except as proposed above, all other terms and conditions of in Article III, Section B, Par. 11 of the Declaration, shall remain unchanged and in full force and effect according to their terms.

~~~~~  
16. Amendment to Article III, Section B, Par. 15 of the Declaration, as follows: (Removal of language by ~~strikeout~~ and additions by underline and ... noting unchanged language):

Original language is unchanged - add sentence to provision "...ANY METHOD USED (INCLUDING PLYWOOD OR APPROVED HURRICANE SHUTTERS) FOR THE SECURING OF A PROPERTY DURING A DECLARED HURRICANE OR TROPICAL STORM SHALL BE REMOVED NO LATER THAN TEN (10) DAYS AFTER THE LIFTING OF ANY HURRICANE OR TROPICAL STORM WARNING OR WATCH AND SHALL BE INSTALLED NO EARLIER THAN THE DECLARATION OF A HURRICANE OR TROPICAL STORM WATCH."

Except as proposed above, all other terms and conditions of in Article III, Section B, Par. 15 of the Declaration, shall remain unchanged and in full force and effect according to their terms.

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17. Amendment to Article III, Section B, Par. 12 of the Declaration, as follows: (Removal of language by ~~strikeout~~ and additions by underline and ... noting unchanged language):

"12. PLANTING AND REMOVAL OF SOD AND SHRUBBERY: NO SOD, TOPSOIL, TREES ~~PLANTS OF ANY KIND OR SHRUBBERY SHALL BE PLANTED OR~~ REMOVED FROM THE GARDEN PATIO VILLAS LAND, NO CHANGE IN THE ELEVATION OF SUCH AREAS SHALL BE MADE, AND NO CHANGE IN THE CONDITION OF THE SOIL OR THE LEVEL OF THE LAND OF SUCH AREAS SHALL BE MADE WHICH RESULTS IN ANY PERMANENT CHANGE IN THE FLOW AND DRAINAGE OF SURFACE WATER WHICH THE BOARD, IN ITS SOLE DISCRETION, CONSIDERS DETRIMENTAL. HOWEVER, AN OWNER MAY PLANT WITHIN HIS OR HER OWN LAND OF 15 FEET FROM THE VILLA WALL AFTER OBTAINING BOARD APPROVAL."

Except as proposed above, all other terms and conditions of in Article III, Section B, Par. 12 of the Declaration, shall remain unchanged and in full force and effect according to their terms.

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18. Amendment to Article III, Section B, Par. 7 of the Declaration, as follows: (Removal of language by ~~strikeout~~ and additions by underline and ... noting unchanged language):

"7. STANDING CYCLES OR OTHER ITEMS: NO BICYCLES, SCOOTERS, WAGONS, CARRIAGES, SHOPPING CARTS, CHAIRS, BENCHES, TABLES, TOYS, OR OTHER SUCH ITEMS SHALL BE PARKED OR BE PERMITTED TO STAND FOR ANY PERIOD OF TIME ON A ROADWAY OR OTHER PART OF THE GARDEN PATIO VILLAS LAND EXCEPT IN THE CARPORTS OR BREEZEWAYS OF EACH VILLA AND EXCEPT IN ACCORDANCE WITH THE RULES AND REGULATIONS PROMULGATED BY THE BOARD. HOWEVER, AT NO TIME SHALL BASKETBALL HOOPS BE PERMITTED WITHIN GARDEN PATIO VILLAS."

Except as proposed above, all other terms and conditions of in Article III, Section B, Par. 7 of the Declaration, shall remain unchanged and in full force and effect according to their terms.

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19. Amendment to Article III, Section B, by adding Par. 21 of the Declaration, as follows: (Removal of language by ~~strikeout~~ and additions by underline and ... noting unchanged language):

"21. GARAGE SALES. NO INDIVIDUAL SHALL BE PERMITTED TO HOLD A GARAGE SALE. ALL OWNERS/ RESIDENTS ARE INVITED TO PARTICIPATE IN THE ANNUAL ASSOCIATION

**GARAGE SALE EXCEPTION: UPON THE SALE OF A VILLA/DWELLING UNIT A GARAGE SALE IS PERMITTED."**

Except as proposed above, all other terms and conditions of in Article III, Section B, by adding Par. 21 of the Declaration, shall remain unchanged and in full force and effect according to their terms.

20. Amendment to Article III, Section B, by adding Par. 22 of the Declaration, as follows: (Removal of language by ~~strikeout~~ and additions by underline and ... noting unchanged language):

**"22. HOLIDAY DECORATIONS. OWNERS ARE PERMITTED TO DECORATE THEIR HOME AND YARD FOR THE END OF THE YEAR HOLIDAYS. HOWEVER, ALL DECORATIONS MUST BE REMOVED BY JANUARY 31st."**

Except as proposed above, all other terms and conditions of in Article III, Section B, by adding Par. 22 of the Declaration, shall remain unchanged and in full force and effect according to their terms.

IN WITNESS WHEREOF, the Association has caused these Amendments to the DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS AND AMENDED AND RESTATED BYLAWS FOR GARDEN PATIO VILLAS ASSOCIATION, INC. to be executed by the duly authorized officer on this 28 day of September, 2020.

**GARDEN PATIO VILLAS ASSOCIATION, INC..**

By: Melodie Savoca  
**Melodie Savoca, President**

By: Barbara Reul  
**Barbara Reul, Secretary**

**Witnesses:**

Norma Brandenburg  
Witness 1 - Print Name

JOSEPH REUL  
Witness 2 - Print Name

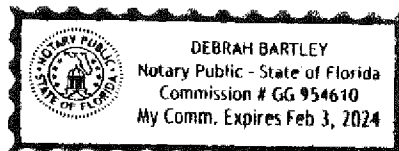
Norma Brandenburg  
Witness 1 - Sign Name

Joseph Reul  
Witness 2 - Sign Name

STATE OF FLORIDA     )  
COUNTY OF BROWARD    )

THE FOREGOING instrument was executed before me by means of [X] physical presence or [ ] online notarization, this 28 day of September 2020, by Melodie Savoca and Barbara Reul, Authorized Agents of GARDEN PATIO VILLAS ASSOCIATION, INC, who upon being duly sworn acknowledged to me that he/she signed the foregoing document and produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 28 day of September, 2020.



Debrah Bartley  
Notary Public  
My commission expires: Feb. 3, 2024

**STATEMENT OF  
MARKETABLE TITLE ACTION**

**Garden Patio Villas Association, Inc.** (the "Association") has taken action to insure that the Declaration of Restrictions, recorded on July 23, 1976 at Official Records Book 6680, Page 908, et. seq., Broward County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Broward County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association and the applicable Statute.

**GARDEN PATIO VILLAS  
ASSOCIATION, INC.**

By: Bernice Mail

President

Attest: [Signature]

Secretary

Board Meeting 9/8/04 7:00 P.M.

Mailed 9/10/04

(124)



THIS INSTRUMENT PREPARED BY (RETURN TO):

Lee H. Burg, Esq.  
BECKER & POLIAKOFF, P.A.  
3111 Stirling Road  
Fort Lauderdale, FL 33312

**NOTICE OF PRESERVATION OF USE RESTRICTIONS  
UNDER MARKETABLE RECORD TITLE ACT**

Pursuant to Chapter 712, Florida Statutes, the undersigned Claimant files this Notice and in support thereof states:

1. The name and address of the entity filing this Notice is **Garden Patio Villas Association, Inc.** (the "Association"), a Florida corporation, not-for-profit, c/o Board of Directors, 7708 Margate Boulevard, Margate, FL 33063, the Articles of Incorporation of which were originally filed in the office of the Secretary of State on July 23, 1976, the Association having been organized for the purpose of operating and administering the community known as Garden Patio Villas, pursuant to the recorded covenants pertaining thereto which were filed of record on July 23, 1976.

2. The Association has sent a Statement of Marketable Title Action in the form set forth in Section 712.06(1)(b), Florida Statutes, to all members of the Association and attaches hereto an Affidavit executed by a member of the Board of Directors of the Association affirming that the Board of Directors caused the Statement of Marketable Title Action to be mailed to all members of the Association and further attaches the original Statement of Marketable Title Action which was mailed to all members of the Association as composite Exhibit A.

3. The lands affected by this Notice are depicted and legally described as follows:

See Exhibit B

4. The real property interest claimed under this Notice is the right to preserve those certain use restrictions, covenants, and agreements set forth in the Declaration of Restrictions recorded on July 23, 1976, in Official Records Book 6680, Page 908, et. seq., Public Records of Broward County, Florida, as it may be amended in accordance with the terms, provisions and conditions thereof.

Dated this 18<sup>th</sup> day of October, 2004.

**GARDEN PATIO VILLAS ASSOCIATION, INC.**

Bernard Mail  
Witness Signature

BY: Bernice Mail  
President

BERNARD MAIL  
Printed Name

Glenn Blum  
Witness Signature

ATTEST: [Signature]  
Secretary

Florence Klein  
Printed Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of October, 2004 by Bernice Mail, as President and Glenn Blum, as Secretary of GARDEN PATIO VILLAS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Notary Public Shirley R. Eisenstadt

Printed Name SHIRLEY R. EISENSTADT  
State of Florida

My Commission Expires:



**Shirley R. Eisenstadt**  
Commission #DD215209  
Expires: Jun 10, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

# Garden Patio Villas Association, Inc.

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7708 MARGATE BLVD.  
MARGATE, FLA. 33063

AS OF SEPT. 2004

Adams, Joanne  
7708 Margate Blvd.  
Margate, Fl. 33063

Alt, Norma & MAURICE  
7708 Margate Blvd.  
Margate, Fl.

Argenzio, Fay & Neil  
7708 Margate Blvd.  
Margate, Fl.

Auletto, Diane  
7708 Margate, Bl.  
Margate, Fl.

Avery, Madaline  
7708 Margate Bl.  
Margate, Fl.

Bach, Freda  
7708 Margate Bl.  
Margate, Fl.

Belikoff, Lynn, Barry  
7708 Margate, Fl.  
Margate, FL.

Berkowitz, Bert  
7708 Margate BL.  
Margate, FL.

Buffalino, Vicki  
7708 MARGATE BL.  
Margate, FL.

Caserta, Theresa & Sal  
7708 Margate BL.  
Margate, fl.

Cavell/Gudat, PEGGY & George  
7708 Margate BL.  
Margate, FL.

Cici, Mary  
7708 Margate BL.  
Margate, FL.

Danas, Dorothy  
7708 Margate BL.  
Margate, FL.

DeCarmin, Maria  
7708 Margate BL.  
Margate, FL.

DeRuzzio, Linda & MICHAEL  
7708 Margate BL.  
Margate, FL.

DiPASQUALE, Rose & LOUIS  
7708 Margate BL.  
Margate, FL.

Dossman, Monica & Antonio  
7708 Margate BL.  
Margate, FL.

Falk, Benjamin  
7708 Margate, BL.  
Margate, FL.

Fund, Helen  
7708 Margate, BL.  
Margate, FL.

Galli, Alice  
7708 Margate BL.  
Margate, FL.

Gittleman  
7708 Margate BL.  
Margate, FL.

Gold, Isreal  
7708 Margate BL.  
Margate, FL.

Greenberg, Florence & Mel  
7708 Margate BL.  
Margate, FL.

Hamilton, Patricia & Richard  
7708 MARGATE BL.  
Margate, FL.

Harris, Eliane, James  
7708 Margate BL.  
Margate, FL.

Hodgson, Bruce & Geri  
7708 Margate BL.  
Margate, FL.

# Garden Patio Villas Association, Inc.

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7708 MARGATE BLVD.  
MARGATE, FLA. 33063

HORN, ELIZABETH  
7708 MARGATE BL.  
MARGATE, FL.

HOWARD, SONIA  
7708 MARGATE BL.  
MARGATE, FL.

HUNTER, JULIE  
7708 MARGATE BL.  
MARGATE, FL.

HYMAN, BRENDA & MARSHALL  
7708 MARGATE BL.  
MARGATE, FL.

JACOBS, HAROLD  
7708 MARGATE BL.  
MARGATE, FL.

JAMES, ILONA  
7708 MARGATE BL.  
MARGATE, FL.

KATZ, SHIRLEY & ABRAHAM  
7708 MARGATE BL.  
MARGATE, FL.

KELLERMAN, GARY  
7708 MARGATE BL.  
MARGATE, FL.

KLEIN, FLORENCE  
7708 MARGATE BL.  
MARGATE, FL.

KOTLER, MONA  
7708 MARGATE BL.  
MARGATE, FL.

KOVAL, LEONARD & LEE  
7708 MARGATE BL.  
MARGATE, FL.

KRIS, EDITH & DANIEL  
7780 MARGATE BL.  
MARGATE, FL.

LEVY, SYLVIA  
7708 MARGATE BL.  
MARGATE, FL.

MAIL, BERNARD & BERNICE  
7708 MARGATE BL.  
MARGATE, FL.

MALEK, JOHN & LANA  
7708 MARGATE BL.  
MARGATE, FL.

MANCADO, MARIA  
7708 MARGATE BL.  
MARGATE, FL.

MANCUSO, JOE & GRACE  
7708 MARGATE MB,  
MARGATE FL.

MANDELL, DOROTHY & LEWIS  
7708 MARGATE BL.  
MARGATE, FL.

MASTRONARDI, ROSA  
7708 MARGATE BL.  
MARGATE, FL.

MATHERS, BETTY  
7708 MARGATE BL.  
MARGATE, FL.

MCGANN, GERTRUDE  
7708 MARGATE BL.  
MARGATE, FL.

MECHALIANOS, DONNA  
7708 MARGATE BL.  
MARGATE, BL.

MICHALSKI, IRIS  
7708 MARGATE BL.  
MARGATE, FL.

MINOT, HYACINTH,  
7708 MARGATE BL.  
MARGATE, FL.

NAPOLITANO, CARMEL & GEORGE  
7708 MARGATE BL.  
MARGATE, FL.

NAVARO  
7708 MARGATE BL.  
MARGATE, FL.

NELSON, MARIAN  
7708 MARGATE BL.  
MARGATE, FL.

NIELSON, JOAN & CA  
7708 MARGATE BL.  
MARGATE, FL.

# Garden Patio Villas Association, Inc.

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7708 MARGATE BLVD.  
MARGATE, FLA. 33063

NOEL, LYDIA, & JEAN CLAUDE  
7708 MARGATE FL.  
MARGATE, FL.

SMITH, DONALD  
7708 MARGATE BL.  
MARGATE, FL.

NOGUERA, JOYCELYN  
7708 MARGATE BL.  
MARGATE, FL.

SPANO, JOHN & MARLENE  
7708 MARGATE BL.  
MARGATE, FL.

O'BROCK, KAREN  
7708 MARGATE BL.  
MARGATE, FL.

SPENCE, ALLAN  
7708 MARGATE BL.  
MARGATE, FL.

PANZIO, ANGELA  
7708 MARGATE BL.  
MARGATE, FL.

ST.CLAIR, MARCEL & NICOLE  
7708 MARGATE BL.  
MARGATE, FL.

POPA, AGRIPINA & CORNELIU  
7708 MARGATE BL.  
MARGATE, FL.

STEINBERG, SUE  
7708 MARGATE BL.  
MARGATE, FL.

QUINN, CAROL  
7708 MARGATE BL.  
MARGATE, FL.

TITTON, LILLY  
7708 MARGATE BL.  
MARGATE, FL.

RAO, LEONARD  
7708 MARGATE BL.  
MARGATE, FL.

TORADO, MIXA  
7708 MARGATE BL.  
MARGATE, FL.

RAUSHER, SYLVIA & NORMAN  
7708 MARGATE BL.  
MARGATE, FL.

TORIJANO  
7708 MARGATE BL.  
MARGATE, FL.

REITER, BERTIE  
7708 MARGATE BL.  
MARGATE, FL.

VIDAL, GRACE & CARLOS  
7708 MARGATE BL.  
MARGATE, FL.

ROBINSON, MARJORIE & HUGH  
7708 MARGATE BL.  
MARGATE, FL.

WARD, JOHN  
7708 MARGATE BL.  
MARGATE, FL.

SALZONE, MARION & JOHN  
7708 MARGATE BL.  
MARGATE, FL.

WARSHOWSKY, JACOB  
7708 MARGATE BL.  
MARGATE, FL.

SCHAEFER, EDDIE  
7708 MARGATE BL.  
MARGATE, FL.

WEINBERG, EDITH  
7708 MARGATE BL.  
MARGATE, FL.

SCHAEFFER, BILLIE  
7708 MARGATE BL.  
MARGATE, FL.

WEINBERG, LILLIAN  
7708 MARGATE BL.  
MARGATE, FL.

SCHULMAN, STELLA & LEONARD  
7708 MARGATE BL.  
MARGATE, FL.

DELCASTILLO, JOSE & NELIDA  
7708 MARGATE BL.  
MARGATE, FL.

# Garden Patio Villas Association, Inc.

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7708 MARGATE BLVD.  
MARGATE, FLA. 33063

RODRIGUEZ, MARIA  
7708 MARGATE BL.  
MARGATE, FL.

INSTR # 102491146  
OR BK 34264 Pages 401 - 412  
RECORDED 12/17/02 13:04:32  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 1935  
#1, 12 Pages

This instrument was prepared by  
LEE H. BURG, Esquire,  
BECKER & POLIAKOFF, P.A.  
3111 Stirling Road  
Fort Lauderdale, FL 33312

**CERTIFICATE OF RECORDING THE  
AMENDED AND RESTATED BYLAWS  
OF  
GARDEN PATIO VILLAS ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amended and Restated Bylaws of Garden  
Patio Villas Association, Inc. were duly adopted in the manner provided in the governing  
documents of the Association, at a meeting held February 5, 2002.

IN WITNESS WHEREOF, we have affixed our hands this 12 day of DECEMBER  
2002, at Margate, Broward County, Florida.

WITNESSES:

Sign Valerie Hicks  
Print VALERIE HICKS  
Sign [Signature]  
Print SARAH GARONCE

GARDEN PATIO VILLAS ASSOCIATION,  
INC., a Florida not-for-profit corporation

By: Bernice Mail  
Bernice Mail, President  
7708 Margate Boulevard  
Margate, FL 33063

FL DL# m400 060 338240  
EXP: 2006

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12 day of December  
2002, by Bernice Mail, as President of Garden Patio Villas Association, Inc., a Florida not-for-  
profit corporation.

Personally Known     OR  
Produced Identification X

Type of Identification

FL DL# m400 060 338240  
EXP: 2006

747931\_1.DOC

NOTARY PUBLIC - STATE OF FLORIDA

sign Valerie L. Hicks  
print VALERIE L. HICKS

My Commission expires: July 28, 2006



Valerie L. Hicks  
MY COMMISSION # DD137066 EXPIRES  
July 28, 2006  
BONDED THRU TROY FAIR INSURANCE, INC.

**AMENDED AND RESTATED BYLAWS  
OF  
GARDEN PATIO VILLAS ASSOCIATION, INC.**

**SUBSTANTIAL REWORDING OF BYLAWS -  
SEE CURRENT BYLAWS FOR CURRENT TEXT**

**1. IDENTITY.** These are the Bylaws of Garden Patio Villas Association, Inc., a not-for-profit Florida Corporation formed for the purpose of administering the Garden Patio Villas subdivision (hereinafter "the Property") which is located in Broward County, Florida, upon the lands described in the Declaration of Covenants, Restrictions and Easements recorded in O.R. Book 6630, commencing at Page 908 of the Public Records of Broward County, Florida. (The corporation shall hereafter be referred to as the "Association.")

**1.1 Office.** The office of the Association shall be 7708 Margate Boulevard, Margate, Florida, or such other location within Broward County as may from time to time be determined by the Board of Directors.

**1.2 Fiscal Year.** The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

**1.3 Seal.** A seal of the Association may be adopted by the Board of Directors. If adopted, it may be changed by the Board of Directors and shall bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation.

**1.4 Definitions.** All terms used in these Bylaws shall have the same meaning, to the extent applicable, as set forth in the Declaration of Covenants, Restrictions and Easements for the property, the Articles of Incorporation for the Association, the other "Villas Documents" and the Florida Homeowners Association Act, all as amended from time to time.

**2. MEMBERS' MEETINGS.**

**2.1 Annual Meetings.** Annual Members' Meetings shall be held at the office of the Association or at such other convenient location as may be determined by the Board of Directors on the date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the members.

**2.2 Special Meetings.** Special Members' Meetings shall be held whenever called by the President or by a majority of the Board of Directors and shall be called by the President when requested by written notice from 1/3 of the voting interests of the Association. Notice of special meetings must include a description of the purpose or purposes for which a meeting is called.

**2.3 Notice of Members' Meetings.** Notice of all Annual Members' Meetings, stating the time and place of the meeting, shall be sent to each villa owner by United States mail, unless waived in writing, at least 10 days prior to the Annual Meeting. Notice of all Special Members' Meetings, stating time, place, and purpose(s) of the meeting, shall be sent to each villa owner by United States mail, unless waived in writing at least ten (10) days prior to the Special Meeting. Hand delivery is acceptable where permissible by law. A first Notice of the election, held in accordance with Article 2.5 hereof, shall be furnished to the members, by U.S. Mail or hand delivery, at least forty-five (45) days in advance, which notice shall include notification of the self-nomination procedures set forth in Article 2.5.2.2 of these Bylaws.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

**2.4 Adjournment.** Adjournment of an Annual or Special Meeting to a different date, time, or place must be announced at that meeting before an adjournment is taken, or



additional notice must be given of the new date, time, or place pursuant to Section 720.306(5), Florida Statutes (2001), as amended from time to time, and Article 2.3 of these Bylaws. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are members as of the new record date but were not members as of the previous record date.

**2.5 Board of Directors Election Meetings - Notice and Procedure.** The regular election of Directors shall occur at the Annual Meeting.

**2.5.1 Qualifications.** Every Director must be a member of the Association in good standing or a spouse of a member in good standing. For the purposes hereof "good standing" shall mean that the Association has not suspended voting or use rights in the common areas and that no fines, assessments or charges are outstanding with respect to the member or the Dwelling Unit.

**2.5.2** The ballot prepared for the Annual Meeting shall list all Director candidates in alphabetical order. Ballots shall be mailed to all members with notice of the Annual Meeting and may be returned to the Association prior to the meeting, or cast at the meeting.

**2.5.3** The Board of Directors may appoint a nominating committee to nominate or recommend specific persons for election to the Board, and shall generally recruit and encourage eligible persons to run as candidates for election to the Board. Any eligible person desiring to be a candidate may submit a self nomination, in writing, not less than thirty (30) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.

**2.5.4** Directors shall be elected by a plurality of the votes cast.

**2.5.5** Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.

**2.5.6** The Board of Directors may adopt additional procedures to ensure a fair election.

**2.6 Quorum.** A quorum at Annual and Special Members' Meetings shall consist of persons entitled to cast thirty (30%) percent of the voting interests of the entire membership. Decisions made by a majority of the voters present and voting in person or by proxy at a meeting at which a quorum is present shall be binding and sufficient for all purposes except such decisions as may by F.S. 720 or the Governing Documents require a larger percentage in which case the percentage required in F.S. 720 or the Governing Documents shall govern.

**2.7 Indivisible Vote.** Each Dwelling Unit shall have one indivisible vote. If multiple owners of a unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not authorized.

**2.8 Proxies.** Votes may be cast in person or by proxy for any matter. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or adjournment thereof. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

**2.9 No Quorum.** If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, according to procedures set forth in Bylaw Section 2.4.

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

2.10.1 Election of Chairman of the meeting, unless the president or Vice-President of the Association is present then he (or she) shall preside. The Chairman may appoint a parliamentarian to assist in the conduct of the Association meetings.

2.10.2 Calling of the roll, certifying of proxies or other means of establishing a quorum.

- 2.10.3 Proof of Notice of meeting or waiver of notice.
- 2.10.4 Reading and disposing of any unapproved minutes.
- 2.10.5 Reports of Directors.
- 2.10.6 Reports of Committees.
- 2.10.7 Election of Directors.
- 2.10.8 Unfinished business.
- 2.10.9 New business.
- 2.10.10 Adjournment.

**2.11 Action Without a Meeting.** Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any Annual or Special Meeting of members, or any action which may be taken at any Annual or Special Meeting of such members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken shall be signed by the requisite number of voting interests to approve the action. Members may also consent in writing to action taken at a meeting, before or after the meeting, by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

### 3. BOARD OF DIRECTORS

**3.1 Number, Term, and Qualifications.** The affairs of the Association shall be governed by a Board composed of five (5) Directors. All Directors shall be members or the spouse of a member. All officers of a corporation, trust, partnership, or other such owner shall be deemed to be members so as to be eligible for Board membership. Directors shall be elected by the voting interests on the date of the Annual Membership Meeting for a one (1) year term. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in Section 617.0808, Florida Statutes (2001) or resigns. A seat held by a Director who ceases to be an owner, or the spouse of a member, shall thereby automatically become vacant. A seat held by a Director that does not attend three (3) consecutive duly-noticed meetings of the Board, shall become automatically vacant, effective the date of the third (3rd) unexcused absence. Former Board members shall return all books, records, papers or other items belonging to the Association to the President, the Manager or some other designee of the Board within seventy-two (72) hours of demand. The failure to return records, as aforesaid, shall subject the former Director to an action for injunction, damages or both, minimum damages amounting to not less than fifty (\$50.00) dollars per day.

**3.2 Board Vacancies.** Vacancies in the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term as provided in Article 3.1; provided that when a Director has been recalled by the membership, the vacancy created by his removal cannot be filled with the same person as has been removed from the Board.

**3.3 Organizational Meeting.** The organizational meeting of each newly-elected Board of Directors shall be held immediately following the annual meeting for the purpose of electing officers, unless otherwise noticed.

**3.4 Regular Meetings.** Regular Meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, telephone, or telecopier at least two (2) days (48 hours) prior to the day named for such meeting.

**3.5 Special Meetings.** Special Meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than two days' (48 hours) notice of the meeting (except in an emergency) shall be given to each Director personally or by mail, electronic mail, telephone, or telecopier, which notice shall state the time, place, and purpose of the meeting.

**3.6 Waiver of Notice.** Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

**3.7 Notice to Owners of Board Meetings.** All meetings of the Board shall be open to all members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board meetings shall be posted in a conspicuous place in the community at least 48 hours in advance of the meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting shall be mailed or delivered to each member at least seven days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

**3.8 Board Meetings, Quorum, and Voting.** A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of Directors present at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers) and a vote or abstention for each member present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. If at any meeting of the Board there be less than a quorum present, the Director(s) 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. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

**3.9 Minutes of Meetings.** The minutes of all meetings of the Board shall be kept in a book available for inspection by the members of the Association, or their authorized representatives, and the Directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

**3.10 Committees.** The Board may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties, and functions as may be determined by the Board from time to time, which may include any powers which may be exercised by a committee. If required by law, the notice requirements of Section 3.7 shall apply to the meetings of any such committee.

**3.11 Removal of Directors.** Any Director may be removed with or without cause by the vote of the majority of the members of the Association at a special meeting of the members called by not less than ten percent (10%) of the members of the Association expressly for that purpose. Alternatively, any Director may be removed with or without cause by the agreement in writing by a majority of the members of the Association. The vacancy on the Board caused by any such removal may be filled by the members at a Special Meeting called for that purpose, or, if the members shall fail to fill the vacancy, by the Board, as in the case of any other vacancy on the Board.

**3.12 Presiding Officer.** The presiding officer at Directors' meetings shall be the President, and in his absence, the Vice President. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

**4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.** All of the powers and duties of the Association existing under Chapters 617 and 720, Florida Statutes (2001), the Declaration of Covenants and Restrictions, the Articles of Incorporation, these Amended and Restated Bylaws, and the Rules and Regulations of the Association, all as amended from time to time, shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners where such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

**4.1 Assess.** To adopt budgets and make and collect assessments against owners to defray the costs of the Association, subject to any limitations in the Declaration of Covenants and Restrictions.

**4.2 Spend Money.** To use the proceeds of assessments in the exercise of its powers and duties.

**4.3 Maintenance.** To maintain, repair, replace, and operate the Property, as provided in the Declaration of Covenants and Restrictions.

**4.4 Rules.** To enact Rules and Regulations concerning the transfer, use, appearance, and occupancy of the Property subject to any limitations contained in the Declaration of Covenants and Restrictions.

**4.5 Casualty Repair.** To reconstruct any Association Property improvements after casualty and to further improve the Property.

**4.6 Approval of Transfers.** To approve or disapprove proposed transactions or transfers of title in the manner provided by the Declaration of Covenants and Restrictions, and to charge a preset fee in connection with such right of approval.

**4.7 Enforcement.** To enforce by legal means the provisions of applicable laws and the Governing Documents, and to interpret said Governing Documents, as the final arbiter of their meaning.

**4.8 Management.** To contract for management of the Property.

**4.9 Insurance.** To carry insurance for the protection of the Common Area and Association against casualty and liabilities.

**4.10 Utilities.** To pay the cost of all utility services rendered to the Common Area and not billed to owners of individual dwelling units.

**4.11 Hire and Fire.** To employ personnel to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

**4.12 Sue, Execute Documents.** To bring and defend suits, make and execute contracts, deeds, mortgages, notes, and other evidence of indebtedness, leases, and other instruments by its officers and to purchase, own, lease, convey, and encumber real and personal property. To grant easements and licenses over the Property necessary or desirable for proper operation of the Homeowners' Association.

**4.13 Suspend Use Rights and Levy Fines.** The Directors may, pursuant to F.S. 720.305, suspend, for a reasonable period of time, the rights of a member or a member's tenants, guest, or invitees or both, to use the common areas and facilities, and may levy reasonable fines against a unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and the Governing Documents, including the Rules and Regulations, by owners, occupants, licensees, tenants, and invitees. A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law.

**4.13.1** A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

**4.13.2** The requirements of this subsection do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due which may be levied or imposed without a hearing.

**4.13.3** Suspension of common-area-use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

**4.13.4** The Association may suspend the voting rights of a member for the non-payment of regular annual assessments that are delinquent in excess of ninety (90) days or as otherwise permitted by law.

## 5. OFFICERS.

**5.1 Executive Officers.** The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary.

**5.2 President — Powers and Duties.** The President shall be the chief executive officer of the Association. The President shall have general supervision over the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

**5.3 Vice-President — Powers and Duties.** The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

**5.4 Secretary — Powers and Duties.** The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. 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 and have custody of the records of the Association, except those of the Treasurer. He shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

**5.5 Treasurer — Powers and Duties.** The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences 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 shall perform all other duties incident to the office of the Treasurer of a corporation.

**5.6 Officers' Compensation.** Officers shall be entitled to compensation as determined by the Board of Directors with a cap of \$350.00 monthly, divided among five Officers.

## **5.7 Indemnification**

**5.7.1 Indemnity.** The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law.

**5.7.2 Defense.** To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 5.7.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees), actually and reasonably incurred by him in connection therewith.

**5.7.3 Advances.** Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 5.7.

**5.7.4 Miscellaneous.** The indemnification provided by this Article 5.7 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

**5.7.5 Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

**5.7.6 Amendment.** Anything to the contrary herein notwithstanding, the provisions of this Article 5.7 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

**5.8 Delegation.** To the extent permitted by law, the powers and duties of the Directors and Officers may be delegated for the purpose of management.

## **6. MINUTES AND INSPECTION OF RECORDS.**

**6.1** Minutes of all meetings of the members of the Association and of the Board of Directors of an association must be maintained in written form or in another form that can be converted into written form within a reasonable time.

**6.2** The official records shall be maintained within the State of Florida and shall be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within 10 business days after receipt of a written request for access. The Association shall be required to make available to prospective purchasers of Villas current copies of the Declaration, Articles, and Bylaws, and the most recent annual financial statement of the Association. The Association shall maintain each of the following items which constitute the official records of the Association.

**6.2.1** Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair, or replace.

**6.2.2** A copy of the Bylaws of the Association and of each amendment to the Bylaws.

**6.2.3** A copy of the Articles of Incorporation of the Association and of each amendment thereto.

**6.2.4** A copy of the Declaration of Covenants and Restrictions and a copy of each amendment thereto.

**6.2.5** A copy of the current rules of the Homeowners' Association.

**6.2.6** The minutes of all meetings of the board of directors and of the members, which minutes must be retained for at least seven (7) years.

**6.2.7** A current roster of all members and their mailing addresses and parcel identifications.

**6.2.8** All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.

**6.2.9** A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.

**6.2.10** The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

**6.2.10.1** Accurate, itemized, and detailed records of all receipts and expenditures.

**6.2.10.2** A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.

**6.2.10.3** All tax returns, financial statements, and financial reports of the Association.

**6.2.10.4** Any other records that identify, measure, record, or communicate financial information.

**6.3** The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. Absent a contrary provision by the Board, copies will be made at \$.25 per page. The association shall maintain an adequate number of copies of the recorded Governing Documents, to ensure their availability to members and prospective members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

**7. FISCAL MANAGEMENT.** Shall be in accordance with the following provisions and subject to any limitations contained in the Declaration of Covenants and Restrictions:

**7.1 Budget.** The Board shall adopt an annual budget. The proposed budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The meeting at which the budget is to be discussed and/or adopted must be posted or mailed as set forth in Section 3.7, and the notice must include a statement that the budget will be considered. Copies of the proposed budget will be made available to members at the meeting. The association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. If requested, the copy must be provided to the member within the time limits set forth in Article 6 of these Bylaws.

**7.2 Financial Reporting.** The Association shall prepare an annual financial report within 60 days after the close of the fiscal year. The Association shall, within the time limits set forth in Article 6 of these Bylaws, provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

**7.2.1** Financial statements presented in conformity with generally accepted accounting principles; or

**7.2.2** A financial report of actual receipts and expenditures, cash basis, which report must show:

**7.2.2.1** The amount of receipts and expenditures by classification; and

**7.2.2.2** The beginning and ending cash balances of the association.

**7.3 Assessments.** The annual shares of the Members of the common expenses shall be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and shall become delinquent 10 days thereafter. The Association shall have the right to accelerate assessments of an owner delinquent in the payment of assessments. Accelerated assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

**7.4 Special Assessments.** Assessments for Association expenses which are not provided for and funded in the budget or an amendment to the budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Membership

approval, as provided in Article 4.4 of the Declaration of Covenants and Restrictions shall be obtained where required.

**7.5 Assessment Roll.** The assessments for Association expenses and charges shall be set forth upon a roll of the Dwelling Units which shall be available for inspection at all reasonable times by Members. Such roll shall indicate for each Dwelling Unit the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a Dwelling Unit's account may be relied upon for all purposes by any person for whom made.

**7.6 Liability for Assessments and Charges.** A Member shall be liable for all assessments and charges coming due while the owner of a Dwelling Unit, and such Member and Member's grantees or successors after a voluntary conveyance or other acquisition of title shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Association property or by abandonment of the Dwelling Unit for which the assessments are due. Where a mortgagee holding a first mortgage of record obtains title to a Dwelling Unit by foreclosure, or deed in lieu of foreclosure, such mortgagee and its successors and assigns shall not be liable for such unit's assessments, charges, or share of the common expenses which became due prior to the acquisition of title.

**7.7 Liens for Assessments.** The unpaid portion of an assessment, including an accelerated assessment which is due, together with all costs, interest, late fees, and reasonable attorney's fees for collection (including those incurred prior to lien preparation), shall be secured by a continuing lien upon the unit, and any tangible personal property located in the unit. The effective date of the lien shall relate back to the filing of the Original Declaration, and shall be superior to all other liens, except first mortgages, taxes, and any lien afforded priority by law.

**7.8 Lien for Charges.** Unpaid charges and fines due to the Association together with costs, interest, late fees, and reasonable attorney's fees shall be secured by a common law and contractual lien upon the Dwelling Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

**7.9 Collection — Interest; Administrative Late Fee; Application of Payments.** Assessments or charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest lawful rate from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of the assessment for which payment is late, or the maximum late fee permissible by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees incurred, and then to the assessment payment first due.

**7.10 Collection — Suit.** The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments or charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent Dwelling Units and may withhold approval for the sale, lease, or other transfer of a unit, or any interest therein, until all past due assessments, interest, late fees, costs, and attorney's fees have been paid in full.

**7.11 Association Depository.** The depository of the Association shall be a bank or banks or state or federal savings and loan associations with offices in Florida and other insured depositories as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

**7.12 Commingling of Funds Prohibited.** All funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under F.S. 468.432, and no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other homeowners' association or community association as defined in F.S. 468.431, or with those of any other entity.



**7.13 Fidelity Bonds.** Fidelity bonds may be obtained by the Board of Directors for all officers and Directors of the Association who control or disburse Association funds. The amount of such bonds shall be determined by the Directors.

**8. PARLIAMENTARY RULES.** Robert's Rules of Order (latest edition) shall be used as a guide to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. The meetings of the Members shall be conducted in accordance with these Amended and Restated Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chairman of the Members' meetings, who shall be the President of the Association unless he or the Board of Directors designates a third person, shall be binding unless contrary to law.

**9. BY-LAW AMENDMENTS.** Amendments to the Bylaws shall be proposed in the following manner:

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

**9.2 Initiation.** An amendment may be proposed by either a majority of the Board of Directors or by twenty-five percent (25%) of the voting interests of the Association.

**9.3 Percentage Vote.** A resolution adopting a proposed amendment must receive approval of two-thirds (2/3) of the voting interest of the Association present (in person or by proxy) and voting at a duly called meeting at which a quorum is present. Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing. Alternatively, amendments to the Bylaws may be approved by a majority of the membership, in writing, in lieu of a meeting.

**9.4 Effective Date.** An amendment to the Bylaws shall become effective only after being recorded in the Public Records of Broward County, Florida.

**9.5 Automatic Amendment.** These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Covenants Restrictions and Easements and the Articles of Incorporation. Whenever Chapter 720 or other applicable statutes or administrative regulations are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Members, may adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be authorized by future amendments to chapters 617 and 720 of the Florida Statutes, or other statutes or administrative regulations regulating the operation of the Association.

**10. DISPUTE RESOLUTION.** Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Governing Documents or disputes with a unit owner or other party as may be available to the Association under the laws of the State of Florida or the Governing Documents.

**11. MISCELLANEOUS.** The following miscellaneous provisions shall apply to these Bylaws and the Homeowners' Governing Documents.

**11.1 Conflicts.** The term "Governing Documents," as used in these Bylaws and elsewhere shall include the Declaration of Restrictions and Protective Covenants for the Property, the Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declarations of Covenants and Restrictions. In the event of a conflict between the language in the Declaration of Covenants and Restrictions and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Governing Documents, the following priorities shall control:

1. Declaration of Covenants and Restrictions;
2. Articles of Incorporation;
3. Bylaws; and
4. Rules and Regulations.

**11.2 Gender.** The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

**11.3 Severability.** In the event that any provisions of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

**12. EMERGENCY BOARD POWERS.** In the event of any "emergency" as defined in Section 12.7 below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

**12.1** The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

**12.2** The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

**12.3** During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

**12.4** Association action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

**12.5** Any Officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

**12.6** These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

**12.7** For purposes of this Section only, an "emergency" exists only during a period of time that the Properties, or the immediate geographic area in which the Properties are located, is subjected to:

**12.7.1** A state of emergency declared by local civil or law enforcement authorities;

**12.7.2** A hurricane warning;

**12.7.3** A partial or complete evacuation order;

**12.7.4** Federal or state "disaster area" status; or

**12.7.5** A catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Properties, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this Section during the time when a quorum of the board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive quality.



CERTIFICATE OF AMENDMENT  
TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR  
GARDEN PATIO VILLAS

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants, Restrictions and Easements for Garden Patio Villas, as described in O.R. Book 6680 at Page 908 of the Official Records of Broward County, Florida were duly adopted in the manner provided in the Declaration of Covenants, Restrictions and Easements by the membership of the of the Association at a meeting held November 16, 1995.

IN WITNESS WHEREOF, we have affixed our hands this 16 day of NOVEMBER, 1995, at Margate, Broward County, Florida.

By: Geraldine Weinrub  
President

Attest: Nadine Christena  
Secretary

STATE OF FLORIDA)  
COUNTY OF ~~FLORIDA~~ )SS  
Broward

On this 16 day of Dec, 1995, personally appeared Geraldine Weinrub and Nadine Christena, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose expressed therein.

WITNESSETH my hand and seal this day and year last written.

Nancy L. Frey  
NOTARY PUBLIC

My Commission expires: 5-19-96

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
COUNTY ADMINISTRATION



NANCY L. FREY  
MY COMMISSION # CC 192800 EXPIRES  
May 19, 1996  
BONDED THRU TROY FAH INSURANCE, INC.

Document prepared by:  
Eileen Aronailo  
PO 9888  
Coral Springs, FL.  
33075

Return to same

BK24375P60077

- J. B. H. E. -

95-311591 T#001  
07-21-95 03:07PM

\$ 0.70  
DOCU. STAMPS-DEED

RECVD. BROWARD CTY  
B. JACK OSTERHOLT

COUNTY ADMIN.

# DOCUMENT COVER PAGE

(Space above this line reserved for recording office use.)

**Document Title:** Grant of Easement  
( Warranty Deed, Mortgage, Affidavit, etc. )

**Executed By:** Garden Patio Villas Assoc. Inc., Grantor

**To:** City of Margate, Grantee

**Brief Legal Description:** A portion of Parcel 4, "Oriole Golf and Tennis  
(if applicable) Club Section Two", according to the plat thereof  
as recorded in Plat Book 78, Page 21 of the Public  
Records of Broward County, Florida.

BK23705FG0537

 **Return Recorded Document to:**

Becker & Poliakoff, P.A.  
Attn: Sharon Adams  
3111 Stirling Road  
Fort Lauderdale, FL 33312-6525



**GRANT OF EASEMENT  
(Flowage and Drainage)**

THIS GRANT OF EASEMENT made this 1 day of MARCH, 199<sup>5</sup>, between GARDEN PATIO VILLAS ASSOCIATION INC., a Florida corporation, whose address is 7708 Margate Boulevard, Margate, Florida 33063, hereinafter called the Grantor, and the CITY OF MARGATE, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called the Grantee.

WHEREAS, Grantor is the owner of the property situate in Broward County, Florida, more particularly described as follows:

See Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

WHEREAS, the Grantee requires an easement over, under, and upon the Property for flowage, drainage and maintenance of the canal described in Exhibit "A" with full authority to enter upon to maintain the canal system.

WHEREAS, the Grantor is willing to grant such easement,

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar and other good and valuable considerations, the Grantor does hereby grant unto the Grantee, its successors and assigns, a nonexclusive perpetual easement over, under and upon the property for the purpose of flowage, drainage and maintenance of the canal.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its officers thereunto duly authorized the day and year first above written.

Signed, sealed and delivered in the presence of:

*Nadine Christena*

NADINE CHRISTENA  
Print or Type Name

*Herman Mail*

HERMAN MAIL  
Print or Type Name

GARDEN PATIO VILLAS ASSOC. INC.  
a Florida Corporation

By: *Geraldine Weinrub*

Name: GERALDINE WEINRUB

Title: PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16 day of FEB, 199<sup>5</sup>, by GERALDINE WEINRUB as PRESIDENT of GARDEN PATIO VILLAS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.



*[Signature]*  
NOTARY PUBLIC, State of Florida at Large

OFFICIAL NOTARY SEAL  
GARDEN PATIO VILLAS ASSOCIATION  
COUNTY NO. CC370410  
MY COMM. EXPIRES 5-28-98

BK23705FB0538

\*

*[Handwritten mark]*

332918



# CARAHAN-PROCTOR AND ASSOCIATES, INC.

## CONSULTING ENGINEERS

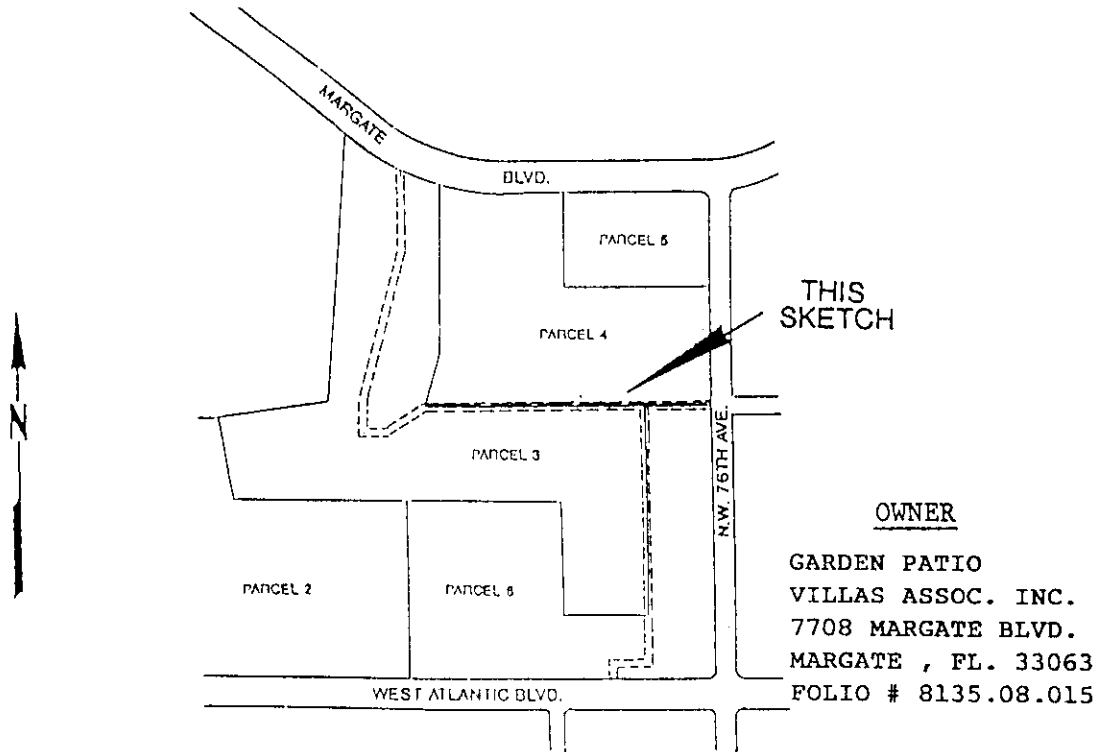
SURVEYORS

LAND DEVELOPMENT CONSULTANTS

PLANNERS

6191 West Atlantic Blvd. (305)972-3959 (FAX) 972-4178 Margate, Florida 33063

### NOT A SURVEY (SKETCH & LEGAL DESCRIPTION)



LOCATION MAP  
(NO SCALE)

#### LEGAL DESCRIPTION

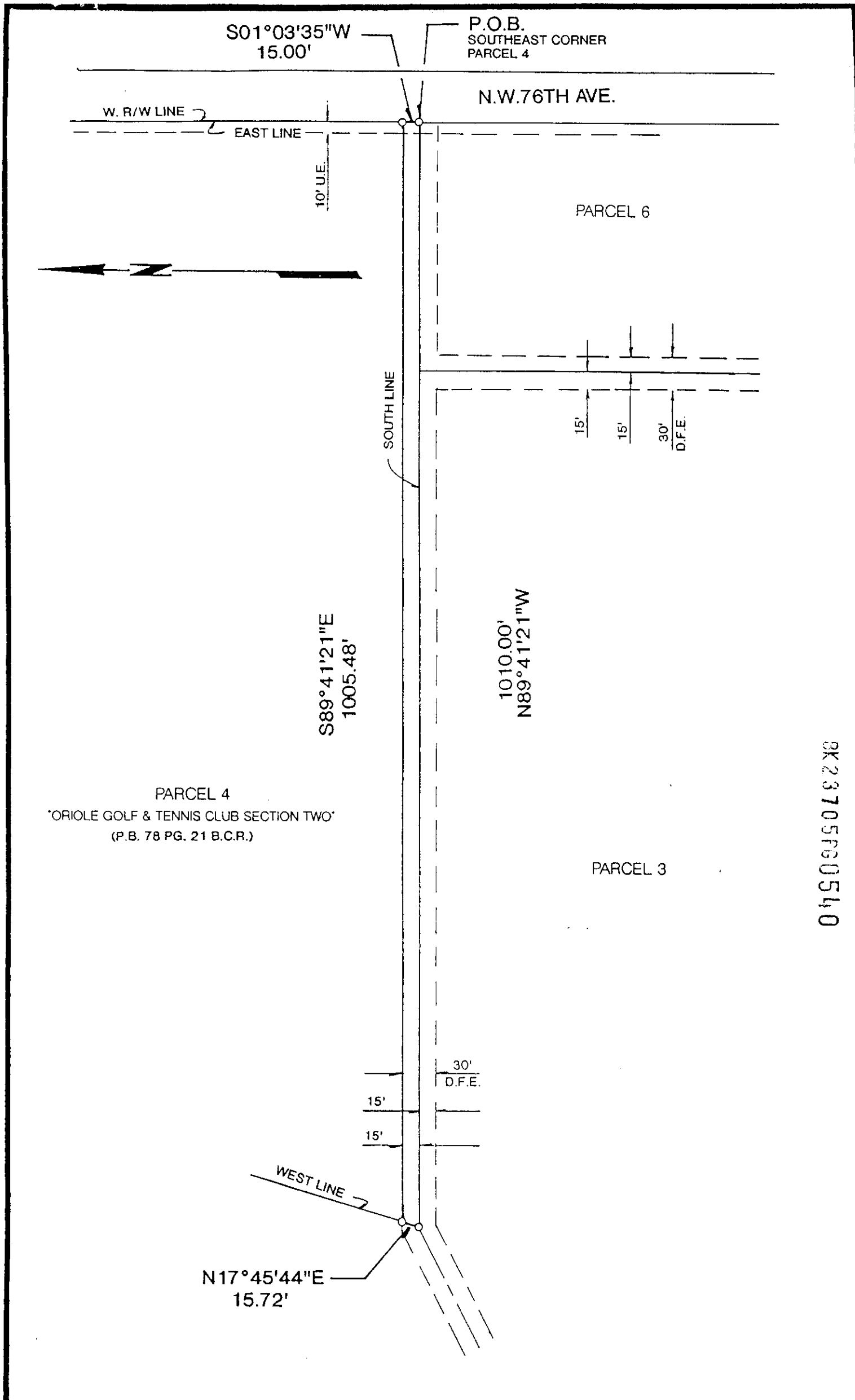
A PORTION OF PARCEL 4, "ORIOLE GOLF AND TENNIS CLUB SECTION TWO", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 78, PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 4, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 76TH AVENUE; THENCE NORTH 89°41'21" WEST, ALONG THE SOUTH LINE OF SAID PARCEL 4 A DISTANCE OF 1010.00 FEET; THENCE NORTH 17°45'44" EAST, ALONG A PORTION OF THE WEST LINE OF SAID PARCEL 4 A DISTANCE OF 15.72 FEET TO A LINE 15.00 FEET NORTH OF AND PARALLEL TO (AS MEASURED AT RIGHT ANGLES) THE SAID SOUTH LINE OF PARCEL 4; THENCE ALONG SAID NORTH PARALLEL LINE SOUTH 89°41'21" EAST, A DISTANCE OF 1005.48 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 4; THENCE SOUTH 01°03'35" WEST, ALONG SAID EAST LINE, BEING COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 76TH AVENUE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

(BEARINGS ARE BASED ON THE SAID SOUTH LINE OF PARCEL 4, HAVING A BEARING OF SOUTH 89°41'21" EAST, AS SHOWN ON THE SAID PLAT OF "ORIOLE GOLF AND TENNIS CLUB SECTION TWO").

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA AND CONTAINING 0.347 ACRES MORE OR LESS.

BK23705F60539



BK 23705 PG 0540



**ABBREVIATION**

- A = ARC LENGTH
- B.C.R. = BROWARD COUNTY RECORDS
- CL = CENTERLINE
- D = CENTRAL ANGLE
- CH. = CHORD
- D.F.E. = DRAINAGE FLOWAGE EASEMENT
- P.B. = PLAT BOOK
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- U.E. = UTILITY EASEMENT

**NOTES**

01. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
02. THIS DRAWING IS THE PROPERTY OF CARNAHAN-PROCTOR & ASSOCIATES, INC., AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT AUTHORIZATION.
03. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE UNDERSIGNED FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS OF RECORDS. SUCH INFORMATION SHOULD BE OBTAINED AND VERIFIED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
04. THIS SKETCH WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH, THEREFORE ONLY THOSE EASEMENTS ON THE RECORDED PLAT ARE SHOWN.
05. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
06. LEGAL DESCRIPTION SHOWN HEREON WAS FURNISHED TO THIS OFFICE BY THE CLIENT.

BK23705FG0541

LAST DATE OF FIELD WORK: NOT A SURVEY

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON COMPLIES WITH MINIMUM STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*Thomas C. Shahan*

JAN 19 1994

THOMAS C. SHAHAN  
 PROFESSIONAL LAND SURVEYOR  
 FLORIDA REGISTRATION NO. 4387

DATE OF SIGNATURE

|          |                 |           |      |        |         |                           |
|----------|-----------------|-----------|------|--------|---------|---------------------------|
| JOB NO.  | 940105          | DWG. BY:  | JW   | SCALE: | N/A     | 30' DRAINAGE FLOWAGE ESMT |
| FILE NO. | CITY OF MARGATE | CK'D. BY: | T.S. | DATE:  | 1-18-94 | SHEET 3 OF 3 SHEETS       |

MEMO: Legibility of writing  
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this document when microfilmed.

ARTICLE III, Section D  
OF  
DECLARATION OF CONDOMINIUM

5. Right of Association to Enter upon the Garden  
Patio Villas Land

An easement or easements for ingress and egress  
in favor of the Association by its Board or the designees of the  
Board to enter upon each portion of the Garden Patio Villas Land  
for the purpose of fulfilling its duties and responsibilities of  
ownership, administration, maintenance and repair in accordance  
with the Villa Documents.

6. Drainage

An easement in favor of the Drainage District of  
the City of Margate for the use of the southern fifteen (15)  
feet of the Garden Patio Villas Land to maintain any canals  
located on or adjacent to such part of the Garden Patio Villas  
Land.

7. Assignments

The easements reserved hereunder unto Developer  
may be assigned by Developer in whole or in part to the Associ-  
ation, any city, county or state government or agency thereof,  
or any duly licensed or franchised public utility, or any other  
designee of Developer. The Owners hereby authorize Developer  
and/or Association to execute on their behalf and without fur-  
ther authorization, such Grants of Easement or other instruments  
as may from time to time be necessary to grant easements over  
and upon the Garden Patio Villas Land or any portion or portions  
thereof in accordance with or to implement the provisions of  
this Paragraph III.D.

E. Disputes as to Use

In the event there is any dispute as to whether the  
use of the Garden Patio Villas Land or any portion or portions  
thereof complies with the covenants, restrictions, easements or  
other provisions contained in this Declaration, such dispute  
shall be referred to the Board, and a determination rendered by  
the Board with respect to such dispute shall be final and bind-

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MEMO: Legibility of original  
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ing on all parties concerned therewith; provided, however, any use by Developer of the Garden Patio Villas Land or any part thereof determined by Developer in its sole discretion, to be in accordance with Paragraph III.C. herein shall be deemed a use of the Garden Patio Villas Land which complies with this Declaration and such determination by Developer shall not be subject to any further determination or review to the contrary by the Board.

ARTICLE IV

ASSOCIATION EXPENSES

In order to fulfill the covenants contained in this Declaration and in order to maintain and operate the Residential Property, the Open Areas and the Recreation Area for the recreation, use, safety, welfare and benefit of Owners, their families, invitees, guests and lessees there is hereby imposed upon each Villa and its Owners the affirmative covenant and obligation to pay to the Association (in the manner set forth in Article V herein), and upon the Association, the obligation to assess, collect and expend, the Association Expenses, as those expenses are now about to be more fully set forth and described.

A. Cluster Expenses

Any and all expenses declared to be Cluster Expenses in a Cluster Declaration.

B. Association Area Expenses

Any and all expenses declared to be Recreation Area Expenses and Open Area Expenses by the Villa Documents are Association Area Expenses, including:

1. Taxes

Any and all taxes levied or assessed at any and all times upon the Association Areas by any and all taxing authorities, including all taxes, charges, assessments and impositions and liens for public improvements, special charges and as-

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CERTIFICATE OF AMENDMENT  
TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR  
GARDEN PATIO VILLAS

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants, Restrictions and Easements for Garden Patio Villas, an Exhibit to the Declaration of Covenants, Restrictions and Easements for Garden Patio Villas, as described in OR Book 6680 at Page 908 of the Official Records of Broward County, Florida were duly adopted in the manner provided in the Declaration of Covenants, Restrictions and Easements by the membership of the Association at a meeting held February 6, 1990.

IN WITNESS WHEREOF, we have affixed our hands this 15 day of February 1990, at Mirages, Broward County, Florida.

By: Norman Rausher  
President

Attest: Joan Berkowitz  
Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

On this 15<sup>th</sup> day of February, 1990, personally appeared Norman Rausher and Joseph Berkowitz, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Lisa Maria DeBlase  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires May 18, 1993  
Bonded Thru Tivy Fen - Insurance Inc.

LAW OFFICES  
BECKER, POLLAKOFF & STREITFELD, P.A., • 3111 STIRLING ROAD • POST OFFICE BOX 9057 • FORT LAUDERDALE, FL 33310-9057  
TELEPHONE (305) 987-7550

w/c

BK 7198PG0431

205-1-3

AMD  
DEC

AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR  
GARDEN PATIO VILLAS

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

1. Amendment to Article III, Section A, to add additional  
language as follows:

. . . Included within the meaning of commercial or  
business occupations, and thereby excluded from use, is the  
leasing or renting of any lot or Villa for a period of less  
than ninety (90) days and/or leasing or renting of any lot  
or Villa more than twice in any twelve (12) month period.  
Leases shall be for a period of not less than ninety (90)  
days and no longer than one hundred and eighty (180) days.  
The Villa may not be occupied by other than the Villa owner  
for a period of greater than 10 months.

2. Amendment to Article III, Section F, to add additional  
language, as follows:

F. A villa owner intending to make a sale or lease of  
his/her villa or any interest therein shall give notice to the  
Association of such intention, together with the name and  
address of the intended purchaser or lessee, a transfer fee  
in the amount of \$50.00 per applicant other than husband/wife  
which are considered one applicant, or such other amount as  
may be legally permissible, to cover costs incident to the  
determination of approval. The fees shall be paid with the  
giving of the notice of intention to lease or sell, and the  
notice shall not be complete unless the fee is paid; and if  
the fee is not paid, the fee shall be assessed against the  
Villa. The time frame for approval shall not begin to run  
until all documentation has been received, the transfer fee  
has been paid, and the applicant is screened.

3. Amendment to Article III, Section G, to add additional  
language as follows:

G. Permanent occupancy of the Villa shall be by no more  
than two (2) persons per bedroom per Villa. All occupants  
must be related by blood, marriage or legal adoption.

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

BK 17198 PG 432

# Garden Patio Villas Association, Inc.

7708 MARGATE BLVD.  
MARGATE, FLA. 33063

September 10, 1982

PUBLIC RECORDS OF BROWARD COUNTY  
FORT LAUDERDALE, FLORIDA

Kindly note a change in our Documents as indicated below. These changes were approved by the membership at a meeting held on June 3, 1981.

### RESOLUTION

Resolved that the By-Laws of Garden Patio Villas Association, Inc., Section 4.1 reading: The business of the Association shall be managed by a Board of Directors selected as set forth in the Articles and consisting of Five (5) Directors (as amended 7) and at no time shall there be less than Five (5) Directors on the Board., be reamended as follows: That the number of Directors be changed again back to Five (5).

### RESOLUTION

Resolved that the By-Laws of Garden Patio Villas Association, Inc., Section 4.4 reading: The term of each Directors service shall extend until the next annual meeting and until the successor is duly elected and qualified, or until he is earlier removed from such service in the manner elsewhere provided herein shall be amended to read as follows:

That in 1982, Five (5) members be elected, Three (3) of whom will serve for Two (2) years and Two (2) for One (1) year; thereafter, Two members be elected in Odd-Numbered years for a period of Two (2) years and Three members will be elected on Even-Numbered years for a period of Two (2) years; thereby achieving a constant carry over of experienced Board Directors.

Conflicts between this amendment and any other provision of the Garden Patio Villas Association Documents, notwithstanding, this amendment will prevail.

STATE OF FLORIDA  
COUNTY OF BROWARD

*Paul M. Quinn*

Notary Public, State of Florida  
My Commission Expires May 5, 1986  
Bonded thru Fidelity Insurance, Inc.



*L.J. Mathers*  
L.J. MATHERS  
President

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

*Israel Gold*  
ISRAEL GOLD  
Secretary

OCT 7 9 11 AM '82

OFF REC 10441 PG 192

*SP*

82-113471

FLOWAGE EASEMENT

THIS EASEMENT ("Easement") is executed this 30 day of April, 1982, by ORIOLE HOMES CORP., a Florida corporation ("Oriole"), to the GARDEN PATIO VILLAS CONDOMINIUM ASSOCIATION ("Villa Association"), for the benefit of that certain parcel of real property more particularly described on Exhibit A annexed hereto and made a part hereof ("Villa Property"); ORIOLE GARDENS SECTION TWO CONDOMINIUM ASSOCIATION ("Gardens Association"), for the benefit of Parcels 2 and 6, ORIOLE GOLF AND TENNIS CLUB SECTION TWO, according to the plat thereof, recorded in Plat Book 78, Page 21, of the Public Records of Broward County, Florida ("Gardens Property") (Villa Association and Gardens Association hereinafter sometimes being referred to collectively as "Associations"); and the owners of parcels ("Owners") of ORIOLE MARGATE SECTION SIX, according to the Plat thereof, as recorded in Plat Book 86, Page 31, of the Public Records of Broward County, Florida ("Estate Property"), and the CITY OF MARGATE ("City"), for the benefit of the Estate Property.

APR 31 4 43 PM '82

WITNESSETH:

WHEREAS, the Associations are the entities which have been established to operate and administer Garden Patio Villas and Oriole Gardens Section Two (the "Condominiums") in accordance with their respective Declarations of Condominium as heretofore recorded; and

WHEREAS, Oriole is the owner of that certain golf course property ("Golf Course Property"), more particularly described on Exhibit B annexed hereto and made a part hereof; and

WHEREAS, the Golf Course Property is contiguous to the Villa Property, the Gardens Property and the Estate Property (the Villa Property, Gardens Property and Estate Property are collectively referred to as "Dominant Estate"); and

REF 10163 PAGE 361

THIS INSTRUMENT PREPARED BY

RETURN TO: BARRY E. SOMERSTEIN  
RUDEN, BARNETT, McCLOSKEY, SCHUSTER & RUSSELL  
POST OFFICE BOX 1900  
FORT LAUDERDALE, FLORIDA 33302

cc 16

952

WHEREAS, the Associations, Owners and City are desirous of obtaining an easement for the natural flow of drainage over and across the Golf Course Property;

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by the Associations, Owners and City, the receipt whereof is hereby acknowledged, Oriole does hereby grant unto the Associations, Owners and City, their successors and assigns, for the benefit of the Dominant Estate, subject to the terms and conditions hereof, a perpetual non-exclusive easement appurtenant to the Dominant Estate for drainage and flowage of rain water over the Golf Course Property.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining to the only proper use, benefit and behoof of the Associations for said natural drainage and flowage purposes.

Provided that the owner of the Golf Course Property ("Course Owner") shall have the right to change the topography of the Golf Course Property in any manner whatsoever including, without limitation, the construction of improvements thereon, provided that drainage and flowage is not interrupted.

\* The parties further acknowledge and agree that this Easement does not grant the Associations, Owners or City, nor the owners of any apartments or units, now or hereafter located on the Villa Property or the Gardens Property, any right to physically come upon the Golf Course Property for any reason whatsoever, but only the right to permit drainage and flowage of rainwater from the Dominant Estate over the Golf Course Property.

The provisions hereof shall be binding upon the parties hereto and their respective successors and assigns as a covenant running with and binding upon the Course Property for the benefit of the Villa Property, Gardens Property and Estate Property.

OFF 10163 PAGE 362



IN WITNESS WHEREOF, Oriole has hereunto set its hand and seal on the day and year first above written.

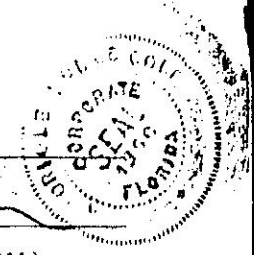
Signed, sealed and delivered in the presence of:

ORIOLE HOMES CORP.

[Signature]  
Charles D. O'Leary

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

Attest: [Signature]  
(CORPORATE SEAL)



STATE OF FLORIDA )  
                          )SS:  
COUNTY OF BROWARD )

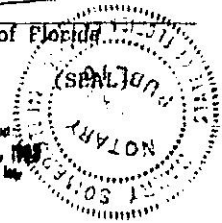
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, R. D. LEVY and \_\_\_\_\_, the President and \_\_\_\_\_, respectively, of ORIOLE HOMES CORP., to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged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

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of April, 1982.

[Signature]  
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires April 4, 1985



OFF 10163 PAGE 363

Exhibit A

LAND DESCRIPTION

GARDEN PATIO VILLAS

Parcel 4, "ORIOLE GOLF AND TENNIS CLUB SECTION TWO", according to the plat thereof, as recorded in Plat Book 78, Page 21, of the Public Records of Broward County, Florida.

LESS AND EXCEPT:

A portion of Parcel 4 of said plat, "ORIOLE GOLF AND TENNIS CLUB SECTION TWO", more particularly described as follows:

COMMENCE at the Northwest corner of Section 35, Township 48 South, Range 41 East; thence South  $00^{\circ} 03' 23''$  West, 292.60 feet along the West boundary of said section to the point of intersection with the South right-of-way line of Margate Blvd according to said plat; thence along said South right-of-way line of Margate Blvd. the following four (4) courses: South  $89^{\circ} 56' 37''$  East, 15.94 feet; thence along the arc of a tangent curve, being concave to the Southwest, having a radius of 564.05 feet, a delta of  $39^{\circ} 51' 40''$ , an arc distance of 461.98 feet; thence tangent to said curve South  $50^{\circ} 04' 57''$  East, 725.16 feet; thence along the arc of a tangent curve, concave to the Northeast, having a radius of 776.33 feet, a delta of  $22^{\circ} 15' 10''$ , an arc distance of 391.52 feet to the Northeast corner of Parcel 3 and the POINT OF BEGINNING; thence continue along said curve, having a radius of 776.33 feet, a delta of  $11^{\circ} 58' 05''$ , an arc distance of 162.16 feet (the preceding course being coincident with the said South right-of-way line of Margate Blvd.); thence South  $20^{\circ} 36' 41''$  West, 134.67 feet; thence North  $89^{\circ} 35' 00''$  West, 115.00 feet to a point on the East line of Parcel 3; thence North  $01^{\circ} 25' 00''$  East along the East line of said Parcel 3, a distance of 156.02 feet to the POINT OF BEGINNING.

REF 10163 PAGE 364

EXHIBIT B

LAND DESCRIPTION

ORIOLE GOLF & TENNIS CLUB SECTION TWO

EXECUTIVE GOLF COURSE

Parcel 3, "ORIOLE GOLF AND TENNIS CLUB SECTION TWO", according to the plat thereof, as recorded in Plat Book 78, Page 21, of the Public Records of Broward County, Florida.

TOGETHER WITH:

A portion of Parcel 4 of said plat, "ORIOLE GOLF AND TENNIS CLUB SECTION TWO", more particularly described as follows:

COMMENCE at the Northwest corner of Section 35, Township 48 South, Range 41 East; thence South  $00^{\circ} 03' 23''$  West, 292.60 feet along the West boundary of said section to the point of intersection with the South right-of-way line of Margate Blvd according to said plat; thence along said South right-of-way line of Margate Blvd. the following four (4) courses: South  $89^{\circ} 56' 37''$  East, 15.94 feet; thence along the arc of a tangent curve, being concave to the Southwest, having a radius of 664.05 feet, a delta of  $39^{\circ} 51' 40''$ , an arc distance of 461.98 feet; thence tangent to said curve South  $50^{\circ} 04' 57''$  East, 725.16 feet; thence along the arc of a tangent curve, concave to the Northeast, having a radius of 776.33 feet, a delta of  $22^{\circ} 15' 10''$ , an arc distance of 301.52 feet to the Northeast corner of said Parcel 3 and the POINT OF BEGINNING; thence continue along said curve, having a radius of 776.33 feet, a delta of  $11^{\circ} 58' 05''$ , an arc distance of 162.16 feet (the preceding course being coincident with the said South right-of-way line of Margate Blvd.); thence South  $20^{\circ} 36' 41''$  West, 134.67 feet; thence North  $88^{\circ} 35' 00''$  West, 115.00 feet to a point on the East line of said Parcel 3; thence North  $01^{\circ} 25' 00''$  East along the East line of said Parcel 3, a distance of 156.02 feet to the POINT OF BEGINNING.

Said lands lying in the City of Margate, Broward County, Florida, containing 21.303 acres more or less.

Prepared by:  
Craig A. Smith & Associates  
Engineers & Surveyors  
3300 University Drive  
Coral Springs, Florida 33065  
Project No. 9411  
April 21, 1982

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

REF 10163 PAGE 365

ARTICLES OF INCORPORATION  
OF  
GARDEN PATIO VILLAS ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)

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

ARTICLE I  
DEFINITIONS

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

1. "Garden Patio Villas" means the residential community planned for development upon the "Garden Patio Villas Land" being a portion of Parcel 4 of Oriole Golf & Tennis Club Section Two according to the Plat thereof recorded in Plat Book 78, Page 21 of the Public Records of Broward County, Florida ("Land"), as to which a land use plan has been established by Oriole Homes Corp., a Florida corporation ("Developer") so that the Land and all improvements thereon will be developed as "Residential Property", "Open Areas" and the "Recreation Area", and which will be the subject of the "Declaration" hereinafter defined.
2. "Residential Property" means the portion of the Land declared for residential use under the Declaration.
3. "Open Areas" means the portion of the Land set aside for "Roadways" and open grassed spaces to be conveyed to the

Association under the Declaration.

4. "Recreation Area" means the portion of the Land set aside for recreational activities to be conveyed to the Association under the Declaration.

5. "Declaration" means the document to be entitled "Declaration of Covenants, Restrictions and Easements for Garden Patio Villas" to be recorded amongst the Public Records of Broward County, Florida, and any amendments and which shall contain a plan ("Plan") for the development of the Land and which shall contain covenants, conditions, easements and other provisions applicable thereto.

6. "Cluster Declaration" means the document to be entitled "Declaration of Cluster Covenants and Cross Easements" for recording when a certain type of residential structure known as a "Cluster Building" has been substantially completed on the Residential Property known as "Cluster Property" and which shall contain covenants, conditions, easements and other provisions applicable to the Cluster Property and the Cluster Building.

7. "Villa" means one of a series of attached, single-family residential units located within a Cluster Building and more particularly to be defined in the Declaration and Cluster Declaration.

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

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

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

11. "Articles" means this document.

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

15. "Association Expenses" means the expenses payable by the Owners to the Association as shall be set forth in the Declaration and Cluster Declaration and shall include the following:

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

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

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

#### ARTICLE 11

##### NAME

The name of this corporation shall be Garden Patio Villas Association, Inc. (referred to herein as the "Association"). The present address of the Association is 450 Northwest 65th Terrace, Margate, Florida 33063.

ARTICLE III

PLAN FOR DEVELOPMENT  
AND PURPOSE OF ASSOCIATION

A. Developer, as the owner of Garden Patio Villas, plans to enter into and record amongst the Public Records of Broward County, Florida the Declaration which provides a plan for development of Garden Patio Villas as a planned residential community. The Declaration shall provide for various land use covenants and restrictions relative to the portions thereof declared as "Residential Property", "Open Areas" or "Recreation Area" and that the Association shall own, operate, administer, manage, repair and maintain portions of Garden Patio Villas declared to specific land use in the Declaration.

B. The Association is formed therefore, to own, operate, administer, manage, repair and maintain portions of Garden Patio Villas in accordance with the Villa Documents and to assess, collect and pay all Association Expenses necessary to perform its purpose.

ARTICLE IV

POWERS

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

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

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

3. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association.

tion in accordance with the Villa Documents, including but not limited to, the following powers:

- (a) to make, establish, amend and enforce reasonable rules and regulations governing Garden Patio Villas;
- (b) to make, levy, collect and enforce assessments against Owners to provide funds to pay for the expenses of the Association and the administration, management, operation, repair and maintenance of Garden Patio Villas and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Association;
- (c) to administer, manage, operate, repair and maintain Garden Patio Villas and to maintain, repair and replace the improvements and personal property therein;
- (d) to construct and reconstruct improvements located in the event of casualty or other loss in accordance with the Declaration and the Cluster Declarations;
- (e) to enforce by legal means the provisions of the Declaration, Cluster Declarations and other Villa Documents; and
- (f) to employ personnel, retain independent contractors and professional personnel, and enter into any supply, service, management or other agreements and contracts consistent with the purposes of the Association to provide for administration, management and operation of the Association.

#### ARTICLE V

##### MEMBERS

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



be as follows:

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

B. Upon the First Conveyance, membership of the Subscriber Members in the Association shall be automatically terminated and thereupon Developer shall be a Member as to each Villa in each Cluster Building as to which a Cluster Declaration has been filed of record until it is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Developer as to Villas owned by Developer, shall be Members and exercise all of the rights and privileges of Members.

C. Membership in the Association for Owners other than Developer shall be established by the acquisition of ownership of fee title to a Villa as evidenced by the recording of an instrument of conveyance amongst the Public Records of Broward County, Florida. Developer shall be the Owner for all Villas owned by it. Where title to a Villa is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Villa shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. No Member may assign, hypothecate or transfer in any

manner his membership in the Association except as an appurtenance to his Villa.

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

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

G. Membership in the Association shall be divided into classes ("Class Members") with the Owners of the Villas in each Cluster Building constituting a separate class. Each class shall be designated by the same arabic number used to denote that Cluster Building. For example, Owners in Cluster 1 are "Class 1 Members."

H. In the event a Cluster Declaration or similar instrument for a Cluster Building is terminated in accordance with its provisions, the former Owners in that Cluster Building shall

no longer be Members or Class Members of the Association.

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

1. Either the membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with Subparagraphs 1.2. and 1.3. immediately below. In any event, however, each Villa shall be entitled to only one vote, which vote shall be exercised and cast in accordance with the Declaration and By-Laws.

2. In matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to a particular Cluster Building shall be voted upon only by the Class Members of that Cluster Building and the result of the voting shall be determined by majority vote of the Class Members at any meeting having a proper quorum (as determined in accordance with the By-Laws); and

(b) Matters substantially pertaining to the Association or to Garden Patio Villas as a whole shall be voted on by the Membership as a whole and the result of the voting shall be determined by majority vote of the Membership as a whole in attendance at any meeting having a quorum (as determined in accordance with the By-Laws).

3. Any decision as to whether a matter substantially pertains to a particular Cluster Building for purposes of Class Member voting or to the Association as a whole for Membership voting shall be determined solely by the Board, but any matter material to the Recreation Area, the Open Areas or the Declaration as it relates to all Owners cannot be allocated by the Board to other than the full Membership. Notwithstanding the foregoing, however, no action or resolution affecting a particular Cluster

Building which the Board determines to require the vote of the Membership shall be effective with regard to that particular Cluster Building unless the Owners in that Cluster Building shall be given the opportunity to vote on said act or resolution.

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

ARTICLE VI

TERM

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

ARTICLE VII

SUBSCRIBERS

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

| <u>NAME</u>        | <u>ADDRESS</u>                                              |
|--------------------|-------------------------------------------------------------|
| Elliott B. Barnett | 900 Northeast 26th Avenue<br>Fort Lauderdale, Florida 33304 |
| Mark F. Grant      | 900 Northeast 26th Avenue<br>Fort Lauderdale, Florida 33304 |
| Scott J. Fuerst    | 900 Northeast 26th Avenue<br>Fort Lauderdale, Florida 33304 |

ARTICLE VIII

OFFICERS

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

officers designated by the Board, which officers shall be subject to the directions of the Board.

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

#### ARTICLE IX

##### FIRST OFFICERS

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

|                |                 |
|----------------|-----------------|
| President      | Richard D. Levy |
| Vice President | Eugene Berns    |
| Secretary      | Antonio Nunez   |
| Treasurer      | Antonio Nunez   |

#### ARTICLE X

##### BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors

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

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

| <u>NAMES</u>    | <u>ADDRESSES</u>                                     |
|-----------------|------------------------------------------------------|
| Richard D. Levy | 450 Northwest 65th Terrace<br>Margate, Florida 33063 |
| Eugene Berns    | 450 Northwest 65th Terrace<br>Margate, Florida 33063 |
| Antonio Nunez   | 450 Northwest 65th Terrace<br>Margate, Florida 33063 |
| E. E. Hubshman  | 450 Northwest 65th Terrace<br>Margate, Florida 33063 |
| Harry A. Levy   | 450 Northwest 65th Terrace<br>Margate, Florida 33063 |

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

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

1. Thirty (30) days after the conveyance by Developer of 60 Villas;
2. Thirty (30) days after the sending of notice by Developer to the Association and to each Member that Developer voluntarily waives its right to continue to designate the members of the First Board; or



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

D. The Initial Elected Board are the five (5) Directors elected by the Members of the Association at a meeting ("Initial Election Meeting") to be called by the First Board for such purpose. A notice of the Initial Election Meeting shall be forwarded to all Members in accordance with the By-Laws; provided, however, that the Members shall be given at least twenty (20) but not more than forty-five (45) days notice of such meeting. Of the five (5) members of the Initial Election Board, there shall be at least two (2) Directors elected who are the Owners of Villas in Garden Patio Villas. The Initial Elected Board shall succeed the First Board upon the election thereof at the Initial Election Meeting but nothing herein shall preclude the officers, directors or designees of Developer from being elected as members of the Board at the Initial Election Meeting or at any time thereafter. The Initial Elected Board shall serve until the next Annual Members Meeting following the Initial Election Meeting, whereupon, the Members shall elect Directors. Boards shall continue to be so elected at subsequent Annual Members Meetings in accordance with the By-Laws of the Association.

#### ARTICLE XI

##### BY-LAWS

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

## ARTICLE XII

INDEMNIFICATION

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

## ARTICLE XIII

AMENDMENT

A. Prior to the First Conveyance, these Articles may be amended by an instrument in writing signed by all of the Sub-



scriber Members and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, these Articles may be amended in the following manner:

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

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

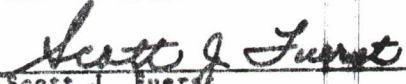
D. Notwithstanding any provision of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights and obligations set forth in the Declaration or Cluster Declaration as the same may be amended from time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

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

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 16th day of July, 1976.

  
\_\_\_\_\_  
Elliott B. Barnett

  
\_\_\_\_\_  
Mark F. Grant

  
\_\_\_\_\_  
Scott J. Fuerst

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, MARK F. GRANT and SCOTT J. FUERST, to me known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of July, 1976.

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

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA BY LAW  
MY COMMISSION EXPIRES APR. 26, 1977  
ADHESION LABEL REMOVED BY THE STATE ARCHIVES



CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT GARDEN PATIO VILLAS ASSOCIATION, INC.  
(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF Margate,  
(CITY)

STATE OF Florida, HAS NAMED Eugene Berns,  
(STATE) (NAME OF RESIDENT AGENT)

LOCATED AT 450 N.W. 65th Terrace,  
(STREET ADDRESS AND NUMBER OF BUILDING, POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE)

CITY OF Margate, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT  
(CITY)

SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE Eugene Berns  
(CORPORATE OFFICER)

TITLE Vice President

DATE 16 July 1976

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE Eugene Berns  
(RESIDENT AGENT)

DATE 16 July 1976

Filing Fee: \$3.00

CORP. 25  
1/1/76

DECLARATION OF COVENANTS, RESTRICTIONS  
AND EASEMENTS

76-147780

FOR  
GARDEN PATIO VILLAS

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR GARDEN PATIO VILLAS ("Declaration") made this 23rd day of July, 1976 by ORIOLE HOMES CORP., a Florida corporation ("Developer") and joined in by GARDEN PATIO VILLAS ASSOCIATION, INC., a Florida corporation not for profit ("Association").

WHEREAS, Developer is the owner in fee simple of the real property described as a portion of Parcel 4 of Oriole Golf & Tennis Club Section Two according to the Plat thereof recorded in Plat Book 78, Page 21 of the Public Records of Broward County, Florida (which real property is more particularly described on Exhibit AA hereto and is hereinafter referred to as the "Garden Patio Villas Land") and plans to develop thereon a planned residential community to be known as "Garden Patio Villas" in accordance with all applicable zoning ordinances and regulations; and

WHEREAS, Developer has established a land use plan for the Garden Patio Villas Land and desires to provide for the preservation of the values and amenities hereby established and to this end does hereby subject the Garden Patio Villas Land to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a corporation known as Garden Patio Villas Association, Inc. to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair of the Garden Patio Villas Land, the enforcement of the covenants and restrictions contained herein,

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS IS HEREBY MADE AND ACCEPTED BY THE ASSOCIATION AND DEVELOPER.

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and the collection and disbursement of the assessments and charges hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that the Garden Patio Villas Land shall be owned, held, used, transferred, sold, conveyed, devised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

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

1. "Garden Patio Villas" means the residential community planned for development upon the Garden Patio Villas Land and all improvements now or hereafter located thereon, as hereinafter described, and for which a land use plan ("Plan") has been established by Developer as set forth on Exhibit A hereto.

2. "Residential Property" means the real property set aside and declared only for residential use and includes the real property declared as "Cluster Property" or a "Cluster" in a "Cluster Declaration", as hereinafter defined, and the residential building ("Cluster Building") and any other improvements located thereon as described in a Cluster Declaration.

3. "Cluster" or "Cluster Building" means the residential building constructed upon the Residential Property.

4. "Open Areas" means the "Open Areas" as shown on the Plan and includes the "Roadways", as more particularly described in the legal description thereof attached hereto as Exhibit B.

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5. "Recreation Area" means the real property and improvements located thereon as shown on the Plan and described in Exhibit C hereto and which are set aside for use by Owners as hereinafter provided (The Open Areas and the Recreation Area are sometimes for convenience collectively referred to as "Association Areas").

6. "Villa" means an attached, single-family residential unit located in a Cluster Building upon Residential Property and includes the land described by separate metes and bound descriptions designated "Description, Cluster \_\_\_\_ Villa \_\_\_\_" attached to each Cluster Declaration as part of Exhibit A thereto ("Lot"). Villas shall be owned in fee simple and may be occupied by residents other than the owner thereof in accordance with this Declaration.

7. "Owner" means the owner of a Villa, and includes any "Owner" as described in a Cluster Declaration.

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

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

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

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

12. "Declaration" means this instrument and any amendments or modifications hereto.

13. "Cluster Declaration" means the Declaration of Cluster Covenants and Cross Easements which is the instrument under which Developer declares that a portion of the Residential Property of the Garden Patio Villas land is to be occupied by a Cluster Building and Villas therein and which is recorded upon the "Substantial Completion" of the Cluster Building, as

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those terms are defined in the Plan for Development set forth in Article II hereof.

14. "Association Expenses" means the expenses for which the Owners are liable to the Association in accordance with the method of allocation thereof described in Article V herein, and includes the following:

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

(b) "Recreation Area Expenses" which means and includes expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and repair of the Recreation Area or any part thereof and includes the expenses specifically hereafter referred to in this Declaration as "Recreation Area Expenses". (Open Area Expenses and Recreation Area Expenses are sometimes collectively referred to for convenience as "Association Area Expenses".); and

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

15. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien

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upon a Villa and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida or a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida or mortgage banking company licensed in the State of Florida, and any "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing.

16. "Servicer" means the Institutional Mortgagee who has sold or assigned its mortgage upon Villas to a Secondary Mortgage Market Institution.

17. "Developer" means Oriole Homes Corp., its successors and assigns.

ARTICLE II

PLAN FOR DEVELOPMENT

A. Development of Garden Patio Villas

1. Developer intends to develop the Garden Patio Villas Land as a planned residential community in accordance with applicable zoning ordinances and regulations. Developer states that it intends to develop the Garden Patio Villas Land into eleven (11) Clusters containing in the aggregate not more than eighty-three (83) Villas situated on the Residential Property and with the Open Areas and Recreation Area in accordance with the graphic description of the plan for development thereof as shown on the Plan, Exhibit A hereto.

2. Upon the "Substantial Completion" (as that term

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is hereafter defined) of construction of each Cluster Building in Garden Patio Villas, Developer shall cause a Cluster Declaration thereof or similar instrument to be recorded amongst the Public Records of Broward County, Florida. The Cluster Declaration shall be substantially in accordance with the form of same attached hereto as Exhibit D, subject, however, to such changes as shall be consistent with the nature of construction of the particular Cluster Building. Such instrument shall, in any event, contain (a) a legal description of the Residential Property comprising the Cluster Property and of each Villa therein; (b) a graphic description of improvements upon such Residential Property; (c) an acknowledgment by the Association on behalf of the Owners therein that the property described therein is Residential Property and as such is subject to the covenants, restrictions, easements, lien rights and other provisions of this Declaration affecting the Garden Patio Villas Land; and (d) any additional covenants, restrictions or easements which Developer in its sole discretion, shall deem applicable to such Residential Property.

**B. Development of Association Areas**

1. Developer has set aside the Recreation Area as shown on the Plan for use by the Owners in all of Garden Patio Villas. The expenses of operating, administrating, maintaining and repairing the Recreation Area ("Recreation Area Expenses") shall be assessed by the Association against all Owners equally as part of the Individual Villa Assessment, as hereinafter provided. The particular use is set forth in Article III.A.2 hereof.

2. Developer has also set aside the Open Areas as shown on the Plan for use by the Owners in all of Garden Patio Villas.

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The expenses of operating, administering, maintaining and repairing the Open Areas ("Open Area Expenses") shall be assessed by the Association against all Owners equally as part of the Individual Villa Assessment, as hereinafter provided. The particular use is set forth in Article III.A.3 hereof.

C. Association

In addition to the other purposes as set forth in the Articles, the Association has been formed to administer, maintain and repair certain portions of the Cluster Property (the "Common Structural Elements" as defined in the Cluster Declarations), and to own, operate, administer, maintain and repair the Recreation Area and the Open Areas. Under the Villa Documents the Association shall levy and collect assessments for Association Expenses. Each Owner, upon acquiring ownership to his Villa, shall become a member of the Association and shall thereby be entitled to all benefits and all obligations, including the obligation to pay Association Expenses.

ARTICLE III

COVENANTS, RESTRICTIONS AND EASEMENTS

Developer does hereby declare and agree that those portions of the Garden Patio Villas Land now committed to land use as "Residential Property", "Recreation Area", or "Open Areas" shall be used, transferred, demised, sold, conveyed and occupied subject to and in accordance with the terms of this Declaration as follows:

A. Land Use Covenants

1. Residential Property: Portions of the Garden Patio Villas Land designated on the Plan as "Residential Property" shall be for residential use only. No commercial or busi-

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ness occupations may be carried on in the Residential Property except for the construction, development and sale or rental of the Residential Property or portions thereof by Developer. Included within the meaning of commercial or business occupations, and thereby excluded from use, is the leasing or renting of any Lot or Villa for a period of less than ninety (90) days and/or leasing or renting of any Lot or Villa more than twice in any twelve (12) month period.

2. Recreation Area: Portions of Garden Patio Villas Land designated on the Plan as "Recreation Area" shall be used and conveyed solely in accordance with this Declaration and the covenants now about to be set forth:

(a) Recreation and Social Areas: Any portions of the Recreation Area shown on the Plan as "Rec. Bldg." shall be used, kept and maintained in a manner consistent with the improvements located thereon.

(b) Pool Area: The portions of the Recreation Area shown on the Plan as "Pool" and the improvements located thereon shall be kept and maintained as a swimming pool and pool deck area and shall be used in a manner consistent with a swimming pool.

(c) Shuffleboard: The portions of the Recreation Area shown on the Plan as "Shuffleboard" shall be kept and maintained for shuffleboard, but may in the future be used for other recreation activities if in the determination of the Board other recreation activities are desired by the Owners, whereupon this Article may be amended as set forth in Article VII.J. hereof.

(d) Remaining Areas: All remaining portions of the Recreation Area shall always be kept and maintained for use as recreational, social or beautification areas and not for residential, commercial or industrial use of any kind.

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(e) Private Use: The Recreation Area is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of Developer, the Association, Owners, their family members, guests, invitees and lessees but only in accordance with this Declaration.

(f) Construction of Improvements: Developer shall "Substantially Complete" construction of improvements upon the Recreation Area shown on the Plan within two (2) years from the sale ("Sale Date") by Developer of the first Villa in the Garden Patio Villas Land pursuant to a legally binding contract. The two (2) years may be extended for such period of time for delays occasioned by lockouts, government restrictions, fires, earthquakes, and other acts of God, strikes, catastrophes and shortages in materials or labor or any matters beyond Developer's control or other matters which interfere with Developer, its contractors, subcontractors or materialmen. Developer shall record the Sale Date in the minute books of the Association. For purposes of this Declaration, "Substantially Complete" or "Substantial Completion" means the point in time when an architect or professional engineer licensed in the State of Florida designated by Developer certifies that the subject improvements have been substantially completed in accordance with the plans and specifications for such improvements.

3. Open Areas: Portions of the Garden Patio Villas Land designated on the Plan as "Open Areas", including areas designated as "Roadways", shall be used and conveyed solely in accordance with this Declaration and the covenants for such areas now about to be set forth:

(a) Roadways: Any portions of the Open Areas shown as "Roadways" and all improvements thereon shall be kept

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and maintained as private roadways to provide a means of ingress and egress: (1) to and from publicly dedicated streets located outside of the Garden Patio Villas Land and (2) between and among all portions of the Garden Patio Villas Land. Street lights and utility lines may be installed on the Roadways from time to time as Developer shall determine in accordance with the requirements of applicable governmental agencies. Notwithstanding the foregoing, Developer reserves the right to dedicate all or any portion of the Roadways to the public or, after the "Transfer Date" as provided in Article III.A.4 herein, to direct in writing that the Association shall dedicate the Roadways, whereupon the Association covenants that it shall execute such document as shall be necessary to effectuate such dedication.

(b) Remaining Open Areas: Any portions of the Open Areas as to which no specific use designation is made shall be grassed or planted and kept grassed or planted as green open space, or other form of ground cover which Developer considers consistent with the Plan for Development for the beautification of the Garden Patio Villas Land.

(c) Private Use: Subject to the provisions for dedication of Roadways as set forth in Subparagraph 3(a) above, the Open Areas are not for the use and enjoyment of the public, but are expressly reserved for the private use and enjoyment of Developer, the Association, Owners, their family members, guests, invitees and lessees but only in accordance with this Declaration.

4. Covenants to Association: Developer agrees that, on or before the "Transfer Date", it shall convey to the Association fee simple title in and to the Recreation Area and Open Areas subject to the following: (1) the terms and provisions of the Villas Documents including this Declaration, (2) real estate

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taxes for the year of such conveyance; (3) applicable zoning ordinances; (4) such facts as an accurate survey may show; and (5) all easements, reservations and restrictions of record. The "Transfer Date" shall be the earlier of the following:

- (a) The occurrence of the "Initial Election Meeting" as described in the Articles; or
- (b) When Developer shall determine that the development plan of the Garden Patio Villas Land has been established.

**B. RESTRICTIONS ON USE**

1. AGE LIMITATION: NO PERSON SHALL BE PERMITTED TO PERMANENTLY RESIDE IN A VILLA WHO IS UNDER THE AGE OF SIXTEEN (16) YEARS. PERMANENTLY RESIDE SHALL MEAN THE OCCUPANCY OF A VILLA FOR MORE THAN NINETY (90) DAYS IN ANY TWELVE (12) MONTH PERIOD.

2. PETS: NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE KEPT BY AN OWNER OR HIS FAMILY MEMBERS, GUESTS, INVITEES OR LESSEES UPON ANY PORTION OF THE GARDEN PATIO VILLAS LAND; PROVIDED, HOWEVER, THAT TROPICAL FISH AND CAGED BIRDS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT OR MAINTAINED FOR COMMERCIAL PURPOSES OR SHALL NOT BE AN UNREASONABLE NUISANCE OR ANNOYANCE TO OTHER OWNERS. NO EVENT SHALL DOGS OR CATS BE PERMITTED UPON THE GARDEN PATIO VILLAS LAND.

3. NUISANCE: NO OWNER SHALL CAUSE OR PERMIT TO COME FROM HIS VILLA ANY UNREASONABLE NOISES OR OBNOXIOUS ODORS OR COMMIT OR PERMIT TO BE CARRIED ON IN HIS VILLA OR ELSEWHERE ON THE GARDEN PATIO VILLAS LAND ANY NUISANCE OR ANY IMMORAL OR ILLEGAL ACTIVITIES.

4. CLOTHESLINES: NO CLOTHESLINES SHALL BE PLACED ON AND NO CLOTHES DRYING SHALL BE UNDERTAKEN OR PERMITTED ON THE

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GARDEN PATIO VILLAS LAND;. PROVIDED, HOWEVER, THAT UPON THE WRITTEN REQUEST TO THE BOARD BY A MAJORITY OF THE OWNERS OF A CLUSTER BUILDING THE BOARD MAY, UPON ITS SOLE DISCRETION, PERMIT ON A REVOCABLE BASIS THE LOCATING OF COLLAPSIBLE, RETRACTABLE OR UMBRELLA TYPE CLOTHESLINES OR OTHER EQUIPMENT IN THE "BACK PATIO" OF THE PARTICULAR VILLA OR VILLAS WHOSE OWNERS HAVE MADE SUCH REQUEST.

5. BARBEQUES: BARBEQUES MAY BE LOCATED OR PERMITTED UPON THE BACK OR SIDE PATIO OF A VILLA AND UPON SUCH PORTIONS OF THE ASSOCIATION AREAS AS ARE, FROM TIME TO TIME, DESIGNATED BY THE ASSOCIATION; PROVIDED, HOWEVER, THAT BARBEQUING SHALL BE SUBJECT TO SUCH RULES AND REGULATIONS AS MAY BE PRONULGATED FROM TIME TO TIME BY THE BOARD.

6. COMMERCIAL AND RECREATIONAL VEHICLES: NO TRUCK, BOAT, TRAILER, MOTORCYCLE, CAMPER OR VAN OF ANY KIND SHALL PARK OR BE PARKED AT ANY TIME ON THE GARDEN PATIO VILLAS LAND UNLESS IT IS A COMMERCIAL VEHICLE IN THE PROCESS OF BEING LOADED OR UNLOADED OR UNLESS SUCH VEHICLE IS USED BY AN OWNER, HIS FAMILY MEMBERS, GUESTS, INVITEES OR LESSEES AS PART OF HIS NORMAL COURSE OF BUSINESS OR AS A REGULAR MEANS OF TRANSPORTATION OF HIS FAMILY; AND PROVIDED FURTHER THAT NO VEHICLE WHICH EXCEEDS THE DIMENSIONS OF THE CARPORT OF A VILLA SHALL BE PERMITTED TO PARK OR BE PARKED OVERNIGHT ON THE GARDEN PATIO VILLAS LAND. NOTWITHSTANDING THE PRIOR PROVISION TO THE CONTRARY, THE BOARD MAY, IN ITS SOLE DISCRETION, DESIGNATE PORTIONS OF THE OPEN AREAS AS AREAS FOR THE PARKING OF OVERSIZED COMMERCIAL OR RECREATIONAL VEHICLES, TRAILERS, CAMPERS, VANS OR BOATS.

7. STANDING CYCLES OR OTHER ITEMS: NO BICYCLES, SCOOTERS, WAGONS, CARRIAGES, SHOPPING CARTS, CHAIRS, BENCHES, TABLES, TOYS OR OTHER SUCH ITEMS SHALL BE PARKED OR BE PERMITTED

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TO STAND FOR ANY PERIOD OF TIME ON A ROADWAY OR OTHER PART OF THE GARDEN PATIO VILLAS LAND EXCEPT IN THE CARPORTS OR BREEZEWAYS OF EACH VILLA AND EXCEPT IN ACCORDANCE WITH THE RULES AND REGULATIONS PROMULGATED FROM TIME TO TIME BY THE BOARD.

8. ANTENNA AND AERIALS: EACH CLUSTER SHALL CONTAIN A MASTER TELEVISION ANTENNA SYSTEM SERVICING EACH VILLA THEREIN AND, ACCORDINGLY, NO ANTENNA OR AERIAL SHALL BE PLACED UPON A CLUSTER OR WITHIN A VILLA WHICH SHALL EXTEND OR PROTRUDE BEYOND THE EXTERIOR BOUNDARIES OF THE FINISHED SURFACES OF SUCH CLUSTER, INCLUDING THE EXTERIOR WALLS, WINDOWS OR ROOF OF THE CLUSTER.

9. LITTER AND GARBAGE COLLECTION: NO ARTICLES OF PERSONAL PROPERTY SHALL BE HUNG OR SHAKEN FROM THE DOORS OR WINDOWS OF ANY VILLA. NO OWNER SHALL SWEEP OR THROW FROM HIS VILLA ANY DIRT OR OTHER MATERIALS, OR LITTER IN ANY WAY, THE VILLA OR THE RESIDENTIAL PROPERTY: NO GARBAGE, TRASH, REFUSE OR RUBBISH SHALL BE DEPOSITED, DUMPED, OR KEPT ON ANY PART OF THE RESIDENTIAL PROPERTY EXCEPT IN CLOSED CONTAINERS, DUMPSTERS OR OTHER SANITARY GARBAGE COLLECTION FACILITIES AND PROPER-SIZED, CLOSED PLASTIC BAGS SHALL BE PLACED FOR PICK-UP IN ACCORDANCE WITH ANY RULES AND REGULATIONS PROMULGATED BY THE BOARD. GARBAGE THAT IS PLACED FOR PICK-UP SHALL BE LOCATED NEAR THE ROADWAYS CONTIGUOUS TO THE VILLA BUT SHALL NOT BE LEFT OUTSIDE FOR A PERIOD IN EXCESS OF 24 HOURS AND BE SUBJECT TO SUCH ADDITIONAL RULES AND REGULATIONS AS THE BOARD MAY FROM TIME TO TIME PROMULGATE.

10. PERSONAL PROPERTY: NO ARTICLES OF PERSONAL PROPERTY OF OWNERS SHALL BE PLACED ON THE VILLA OR THE RESIDENTIAL PROPERTY UNLESS SUCH ARTICLES ARE BEING USED BY OWNERS IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS DECLARATION AND ANY RULES AND REGULATIONS PROMULGATED FROM TIME TO TIME BY THE BOARD.

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11. NOTICES: NO SIGN, ADVERTISEMENT, NOTICE, LETTERING OR DESCRIPTIVE DESIGN SHALL BE POSTED, DISPLAYED, INSCRIBED, OR AFFIXED TO THE EXTERIOR OF A CLUSTER BUILDING. NO "FOR SALE" OR SIMILAR SIGNS OR NOTICES OF ANY KIND SHALL BE DISPLAYED OR PLACED UPON ANY PART OF A CLUSTER BUILDING BY OWNERS OTHER THAN DEVELOPER WITHOUT THE PRIOR WRITTEN APPROVAL FOR SAME FROM THE BOARD, AND, UNTIL SUCH TIME AS DEVELOPER NOTIFIES THE ASSOCIATION TO THE CONTRARY, FROM THE DEVELOPER AS WELL. ANY SIGN APPROVED BY THE BOARD FOR DISPLAY SHALL BE NO LARGER THAN FOUR (4) SQUARE FEET. DEVELOPER MAY DISPLAY ANY SIGN WHICH IT DEEMS, IN ITS SOLE DISCRETION, IS NECESSARY.

12. REMOVAL OF SOD AND SHRUBBERY: NO SOD, TOPSOIL, TREES OR SHRUBBERY SHALL BE REMOVED FROM THE GARDEN PATIO VILLAS LAND, NO CHANGE IN THE ELEVATION OF SUCH AREAS SHALL BE MADE, AND NO CHANGE IN THE CONDITION OF THE SOIL OR THE LEVEL OF THE LAND OF SUCH AREAS SHALL BE MADE WHICH RESULTS IN ANY PERMANENT CHANGE IN THE FLOW AND DRAINAGE OF SURFACE WATER WHICH THE BOARD, IN ITS SOLE DISCRETION, CONSIDERS DETRIMENTAL.

13. MINING: NO DRILLING, MINING OR QUARRYING OPERATIONS OR ACTIVITIES OF ANY KIND SHALL BE UNDERTAKEN OR PERMITTED TO BE UNDERTAKEN ON ANY PART OF THE GARDEN PATIO VILLAS LAND.

14. INCREASE IN INSURANCE RATES: NO OWNER MAY TAKE ANY ACTION WHICH WILL RESULT IN AN INCREASE IN THE RATE OF ANY INSURANCE POLICY OR POLICIES COVERING ANY PORTION OF THE GARDEN PATIO VILLAS LAND.

15. AWNINGS AND SHUTTERS: NO AWNINGS, CANOPIES, OR SHUTTERS, INCLUDING HURRICANE OR STORM SHUTTERS, SHALL BE ATTACHED OR AFFIXED TO THE EXTERIOR OF A CLUSTER BUILDING UNLESS SUCH AWNINGS, CANOPIES, OR SHUTTERS HAVE BEEN APPROVED BY THE BOARD WHICH APPROVAL MAY BE BASED UPON THE AESTHETIC APPEARANCE OF THE GARDEN PATIO VILLAS.

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16. UTILITY ADDITION: NO ADDITIONAL UTILITY SYSTEM INCLUDING WITHOUT LIMITATION, WATER, SEWAGE, ELECTRICAL, AIR CONDITIONING, AND HEATING SYSTEMS, LINES, DUCTS, CONDUITS, PIPES, WIRES OR FIXTURES SHALL BE ADDED TO SERVICE ANY VILLA WITHOUT THE PRIOR WRITTEN CONSENT THERETO BY THE BOARD AND ALL OF THE OWNERS WITHIN THE CLUSTER BUILDING IN WHICH SUCH VILLA IS LOCATED, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD IF SUCH ADDITION COMPLIES WITH ALL APPLICABLE ORDINANCES, REQUIREMENTS, AND REGULATIONS OF GOVERNMENTAL AUTHORITIES AND SUCH ADDITIONS CAUSE NO DAMAGE OR IMPAIRMENT OR ADDITIONAL COSTS AND THE USE OR AESTHETIC APPEARANCE OF ANY OF THE VILLAS, CLUSTER BUILDINGS OR ANY PART OR PARTS THEREOF ARE NOT IMPAIRED.

17. ADDITIONS TO VILLAS; FENCES: NO VILLA SHALL BE ENLARGED BY ANY ADDITION THERETO EXTENDING OVER ANY VILLA, OR EXTENDED INTO THE AIR SPACE ABOVE THE ROOF OF A VILLA OR THE PLANES THEREOF INCLUDING GARAGES, PORCHES, FLORIDA ROOMS OR FENCES, WITHOUT THE PRIOR WRITTEN CONSENT THERETO FROM THE BOARD. CONSENT OF THE BOARD TO SUCH ADDITIONS SHALL BE GRANTED PROVIDED SAME ARE LOCATED WITHIN THE LOT OF THE OWNER SEEKING SUCH ADDITION AND PROVIDED SAME IN THE SOLE DISCRETION OF THE BOARD DO NOT DAMAGE OR IMPAIR THE AESTHETIC APPEARANCE OF THE GARDEN PATIO VILLAS LAND.

18. IMPROVEMENTS: NO OWNER SHALL MAKE ANY IMPROVEMENTS, ADDITIONS OR ALTERATIONS TO OR REMOVE ANY OF THE "COMMON STRUCTURAL ELEMENTS" (AS THAT TERM IS DEFINED IN THE CLUSTER DECLARATION"), THE EXTERIORS OF THE CLUSTER BUILDINGS OR ANY PART OR PARTS THEREOF INCLUDING, WITHOUT LIMITATION THE PAINTING, STAINING OR VARNISHING OF THE EXTERIORS OF THE CLUSTER BUILDING WITHOUT THE PRIOR WRITTEN APPROVAL THEREOF BY ALL OF THE OWNERS OF SUCH CLUSTER BUILDING AND THE BOARD, WHICH APPROV-

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AL MAY BE WITHHELD IN THE SOLE AND ABSOLUTE DISCRETION OF EACH OF THE OWNERS WITHIN SUCH CLUSTER BUILDING AND THE BOARD. NOTWITHSTANDING THE FOREGOING, IF ALL OF THE OWNERS IN A CLUSTER BUILDING DO NOT APPROVE OF THE PAINTING, STAINING OR VARNISHING BUT APPROVAL OF SEVENTY-FIVE (75%) PERCENT OF SUCH OWNERS (ON THE BASIS OF ONE VOTE PER VILLA) IS OBTAINED, THEN THE BOARD MAY DETERMINE IN ITS SOLE DISCRETION, WHETHER OR NOT THE PAINTING, STAINING OR VARNISHING SHOULD TAKE PLACE. IN ALL CASES WHERE PAINTING, STAINING OR VARNISHING OF THE EXTERIOR OF THE CLUSTER BUILDING IS TO TAKE PLACE, IT SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION TO AUTHORIZE OR APPOINT A CONTRACTOR TO PERFORM SUCH WORK.

19. CASUALTIES: IN THE EVENT A VILLA OR ANY PART THEREOF IS DAMAGED OR DESTROYED BY CASUALTY OR OTHERWISE, OR IN THE EVENT ANY IMPROVEMENTS UPON THE ASSOCIATION AREAS ARE DAMAGED OR DESTROYED BY CASUALTY OR OTHERWISE, THE OWNER THEREOF OR THE ASSOCIATION, AS THE CASE MAY BE, SHALL PROMPTLY CLEAR ALL DEBRIS RESULTING THEREFROM AND (SUBJECT TO THE DUTIES AND OBLIGATIONS OF THE ASSOCIATION OR "INSURANCE TRUSTEE" AS HEREINAFTER PROVIDED) COMMENCE EITHER TO REBUILD OR REPAIR THE DAMAGED IMPROVEMENTS IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS DECLARATION.

20. RECONSTRUCTION: ANY REPAIR, REBUILDING OR RECONSTRUCTION ON ACCOUNT OF CASUALTY OR OTHER DAMAGE TO ANY CLUSTER BUILDING, RECREATION AREA AND OPEN AREAS OR ANY PART OR PARTS THEREOF, SHALL BE SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS FOR SUCH PROPERTY AND AREAS AS ORIGINALLY CONSTRUCTED OR WITH NEW PLANS AND SPECIFICATIONS APPROVED BY THE BOARD AND ALL OF THE OWNERS WHO CONTRIBUTE TOWARDS THE PAYMENT OF MAINTENANCE EXPENSES THEREOF. ANY REPAIR, REBUILDING

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OR RECONSTRUCTION ON ACCOUNT OF CASUALTY OR OTHER DAMAGE TO ANY VILLA OR ANY PART OR PARTS THEREOF, SHALL BE SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS FOR SUCH PROPERTY AND AREAS AS ORIGINALLY CONSTRUCTED OR WITH NEW PLANS AND SPECIFICATIONS APPROVED BY THE BOARD AND THE OWNER OF SUCH VILLA.

C. Rights of Developer

Notwithstanding any provisions in this Declaration as to use or otherwise to the contrary, Developer reserves the right to carry on construction, development and sales activities, place equipment, machinery, supplies, and signs on any part of the Garden Patio Villas Land owned by it or the Association; to construct and maintain on any part of the Garden Patio Villas Land, models or other structures; to park vehicles of prospective or actual purchasers, or lessees or employees and personnel of Developer on parking spaces temporarily located on the Recreation Area, Residential Property or Open Areas; and to exercise the easement rights and all other rights granted Developer under the Villa Documents.

D. Grant and Reservation of Easements

As the Owner of the Garden Patio Villas Land, Developer hereby reserves and grants the following easements over and across the Garden Patio Villas Land for the duration of the term of the Declaration and for the benefit of the parties or properties as hereinafter specified for the following purposes:

1. Utility & Governmental Services Easements

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

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In addition, the easements set forth in this subparagraph specifically include the right to install, maintain, repair or replace fixtures and appurtenances under the Open Areas as may be necessary for such utility and governmental services and the right to use of land along certain perimeters of the Garden Patio Villa Land, as designated on the Land Use Plan attached hereto as Exhibit A.

2. Rights-of-Way

An easement or easements is hereby declared and granted in favor of Developer, the Association, Owners, their family members, guests, licensees, invitees and lessees over and upon the Roadways and Open Areas to provide ingress, egress and access to and from, through and between the Garden Patio Villas Land and publicly dedicated roads.

3. Easement for Encroachment

An easement for encroachment is hereby declared and granted in the event any improvements upon the Association Areas now or hereafter encroaches upon any of the Residential Property and in the event any improvements upon the Residential Property now or hereafter encroach upon the Association Areas or facilities, as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. The easement for encroachment includes an easement for the maintenance and use of the encroaching improvements in favor of the Owner or Owners thereof and their designees.

4. Structural Cross Easements

Cross easements of support and use in favor of each of the Owners within a Cluster Building for the continued use, benefit and enjoyment and continued support, service and design of all "Common Structural Elements" and utility lines within a Cluster Building as further described in a Cluster Declaration or other instrument of record.

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**5. Right of Association to Enter upon the Garden Patio Villas Land**

An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board to enter upon each portion of the Garden Patio Villas Land for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Villa Documents.

**6. Drainage**

An easement in favor of the Drainage District of the City of Margate for the use of the southern fifteen (15) feet of the Garden Patio Villas Land to maintain any canals located on or adjacent to such part of the Garden Patio Villas Land.

**7. Assignments**

The easements reserved hereunder unto Developer may be assigned by Developer in whole or in part to the Association, any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Developer. The Owners hereby authorize Developer and/or Association to execute on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Garden Patio Villas Land or any portion or portions thereof in accordance with or to implement the provisions of this Paragraph III.D.

**E. Disputes as to Use**

In the event there is any dispute as to whether the use of the Garden Patio Villas Land or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and bind-

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ing on all parties concerned therewith; provided, however, any use by Developer of the Garden Patio Villas Land or any part thereof determined by Developer in its sole discretion, to be in accordance with Paragraph III.C. herein shall be deemed a use of the Garden Patio Villas Land which complies with this Declaration and such determination by Developer shall not be subject to any further determination or review to the contrary by the Board.

ARTICLE IV  
ASSOCIATION EXPENSES

In order to fulfill the covenants contained in this Declaration and in order to maintain and operate the Residential Property, the Open Areas and the Recreation Area for the recreation, use, safety, welfare and benefit of Owners, their families, invitees, guests and lessees there is hereby imposed upon each Villa and its Owners the affirmative covenant and obligation to pay to the Association (in the manner set forth in Article V herein), and upon the Association, the obligation to assess, collect and expend, the Association Expenses, as those expenses are now about to be more fully set forth and described.

A. Cluster Expenses

Any and all expenses declared to be Cluster Expenses in a Cluster Declaration.

B. Association Area Expenses

Any and all expenses declared to be recreation Area Expenses and Open Area Expenses by the Villa Documents are Association Area Expenses, including:

1. Taxes

Any and all taxes levied or assessed at any and all times upon the Association Areas by any and all taxing authorities, including all taxes, charges, assessments and impositions and liens for public improvements, special charges and as-

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assessments, and water drainage districts, and in general all taxes and tax liens which may be assessed against the Association Areas and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue on such taxes.

2. Utility Charges

All charges levied for utilities providing services for the Association Areas, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer, and any other type of utility or any other type of service charge.

3. Liability Insurance

The costs of the policy or policies of insurance in the form generally known as Public Liability and/or Owners policies insuring the Association 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 Association Areas and improvements and buildings located thereon, or for any other risk insured against by such policies which the Association, in its sole discretion, determines to insure against. Each policy purchased by the Association shall have limits of not less than \$1,000,000 covering all claims for personal injury and property damage arising out of a single occurrence. The coverage of the liability insurance policies purchased by the Association shall include protection against water damage liability, liability for non-owned and hired automobiles, liability of hazards related to usage, and liability for property of others. All such policies will name the Association (and Develop until the Transfer Date as their respective interests may appear)

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as the insured under such policy or policies.

4. Other Insurances

The costs of the policy or policies of insurance to allow the Association to insure any and all buildings or improvements now located or which may hereafter be located, built or placed upon the Association Areas against loss or damage caused by or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as the Board shall determine are customarily covered with respect to developments similar to Garden Patio Villas in construction, location and use. The policy or policies purchased by the Association shall be in an amount equal to the full replacement value (i.e. 100% of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverage) of the buildings or improvements of the Association Areas (including all building services equipment and the like) with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement" or the equivalent. All such policies will name the Association (and the Developer until the Transfer Date as their respective interests may appear) as the insured under such policy or policies.

5. Miscellaneous Insurances

The costs of premiums of such forms of insurance and in such coverages as the Association shall determine for the protection and preservation of the Association Areas. Such insurance may include, without limitation, workmen's compensation insurance and flood insurance.

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6. Reconstruction of Buildings or Improvements

Any and/all sums necessary to repair, replace, construct or reconstruct ("Repair") any buildings or improvements on the Association Areas damaged by any casualty to the extent insurance proceeds are insufficient for Repair. Any difference between the amount of insurance proceeds received on behalf of the Association with respect to such damage and the amount of funds necessary to Repair ("Repair Sums") shall be an Association Area Expense for which the Association shall levy a special assessment to obtain the funds necessary to pay for such Repair Sums within ninety (90) days from the date such damage was incurred. The Association shall establish an account with a federal or state commercial or savings bank or savings and loan association located in Broward County and deposit into such account all Repair Sums and all insurance proceeds collected by the Insurance Trustee so that the amount on deposit will equal the cost of Repair. The Association shall go forward with all deliberate speed so that the Repair shall be completed within one (1) year from the date of the damage. Notwithstanding the above provisions of this subparagraph, if after the Transfer Date and on or before the date the special assessment contemplated in this subparagraph is payable (a) the owners of at least seventy-five (75%) percent of the Villas advise the Board in writing of their opposition to the special assessment and the desire for distribution of the insurance proceeds and (b) at least seventy-five (75%) percent of the Institutional Mortgagees have given written consent to the distribution of the insurance proceeds, then the Association shall not carry on the Repair of the damages to the Association Areas but shall distribute the net insurance proceeds pro-rata to the Villas and the Institutional Mortgagees, as their respective interests may appear. The Association, as a condition of

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distribution of the insurance proceeds, may require any Owner to execute instruments indemnifying the Association from the distribution and any and all actions undertaken in respect thereof.

**7. Maintenance, Repair and Replacement**

Any and all expenses necessary to (a) maintain and preserve the Association Areas including such expenses as grass cutting, tree trimming, sprinkling and the like and (b) keep, maintain, repair and replace any and all buildings, improvements, personal property and furniture, fixtures and equipment upon the Association Areas in a manner consistent with the development of Garden Patio Villas, the covenants and restrictions contained herein, and all orders, ordinances, rulings, and regulations of any and all federal, state and city governments having jurisdiction thereover as well as the statutes and laws of the State of Florida and the United States.

**8. Operational Expenses**

The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Declaration, notwithstanding the fact that some of these services may be expended in providing services to or collecting sums owed by particular Clusters. In addition, the Association may retain a managing company or contractors to assist in the operation of Garden Patio Villas and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association Expenses.

**9. Fidelity Coverage**

The costs to the Association of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of officers, directors, trustees, agents and employees of the Association and all other persons who handle,

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or who are responsible for handling funds of the Association. Such fidelity insurance shall meet the following requirements:

(a) all such fidelity insurance or bonds shall name the Association as an obligee; and

(b) such fidelity insurance or bonds shall be written in an amount equal to at least 150% of the estimated annual operating expenses of the Association, including the "Capital Contributions" hereinafter described; and

(c) such fidelity insurance or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and

(d) such insurance or bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to the Servicer.

10. Indemnification

The costs to the Association to indemnify and save harmless Developer from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Association Areas or the appurtenances thereto from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense at any levels of any action or proceedings brought thereon, and from and against any orders, judgments, and/or decrees which may be entered therein. Included in the foregoing provisions for indemnification are any expenses that Developer may be compelled to incur in bringing suit for

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the purpose of enforcing rights hereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions contained in this Declaration to be kept and performed by the Association and/or the Owners, including the payment of Association Expenses.

Further, the costs to the Association of indemnifying its officers and members of the Board for all costs and expenses whatsoever incurred in the pursuance of their duties, obligations and functions hereunder and in any legal defense of such actions (including, without limitation, counsel fees and costs at all levels of any trial or proceeding, costs of investigation and discovery, any recovery, etc.)

Nothing in the provisions of this subparagraph IV.B.10 above shall require an Institutional Mortgagee to pay any Association Expenses or portion thereof attributable to costs to the Association to indemnify and save harmless Developer in accordance with such subparagraph. Any such Association Expenses shall be reallocated amongst the Owners other than the Institutional Mortgagees.

11. Reserve Funds

The costs to establish an adequate reserve fund for replacement and/or capital refurbishment of facilities and amenities contained in the Association Areas (the "Capital Contributions") in amounts determined proper and sufficient by the Board. Each Owner acknowledges, understands and consents that Capital Contributions are the exclusive property of the Association as a whole and that no Owner shall have any interest, claim or right to any such Capital Contribution or fund composed of the same. The Association shall be responsible for maintaining the Capital Contributions in a separate reserve account and to use such funds only for capital costs and expenses as aforesaid.

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12. Special Assessments

Any special assessments as shall be levied by the Board as a result of (a) extraordinary items of expense under this Declaration other than those contemplated by Capital Contributions; (b) the failure or refusal of other Owners to pay assessments of Association Expenses and (c) such other reason or basis determined by the Board which are not inconsistent with the terms of any of the Villa Documents.

13. Miscellaneous Expenses

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

ARTICLE V

METHOD OF DETERMINING ASSESSMENT OF ASSOCIATION EXPENSES

A. Assessments After Interim Period

After the "Interim Period" defined in Paragraph C of this Article V, the assessments for Association Expenses shall be levied and paid for as follows:

It is hereby declared, and all Owners and the Association agree, that the Association Area Expenses shall be disbursed by the Association out of funds assessed and collected from and paid by all Owners in the Garden Patio Villas Land, and that the Cluster Expenses shall be disbursed by the Association out of funds assessed and collected from and paid by the Owners of the Villas in the Cluster Building to which such expenses are attributable.

B. Determining Individual Villa Assessments

1. As provided in the By-Laws of the Association, the Board shall prepare an annual estimated Association Expense Budget which shall be divided into two (2) categories: Cate-

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gory I shall reflect the estimated Association Area Expenses and Category II shall reflect the estimated Cluster Expenses. Thereupon the Board shall allocate an equal share of the Association Area Expenses to all Villas located in Garden Patio Villas, and shall allocate an amount of the Cluster Expenses equally to each Villa in the Cluster. The share of the Association Area Expenses plus the share of the Cluster Expenses is the "Individual Villa Assessment" for each Villa. Thus, assuming that there are nine (9) Villas in Cluster 1 and a total of 83 Villas in Garden Patio Villas, there would be assessed to Villa 1 in Cluster 1 of Garden Patio Villas, as its Individual Villa Assessment, a 1/9th share of the Cluster Expenses, and a 1/83rd share of Association Area Expenses.

2. The Individual Villa Assessments shall be adjusted monthly to allow for any change in the amount of Association Area Expenses and any increase in the number of Villas. The adjustment shall be made by dividing the total anticipated Association Area Expenses for the remaining months of the calendar year (as determined by the Budget for such expenses), by the number of Villas located in Garden Patio Villas as of fifteen (15) days prior to the end of such calendar month and dividing that quotient by the number of calendar months remaining. The Individual Villa Assessments may also be adjusted monthly in instances where the Board determines that the estimated Association Expenses are insufficient or more than is required to meet the actual Association Expenses being incurred.

3. For purposes of assessments, the number of Villas located in Garden Patio Villas shall include all Villas for which a Certificate of Occupancy has been issued by an appropriate governmental agency, and the Villas contained in any Cluster Building which is subsequently destroyed, damaged or demolished until such time as the structure is replaced and a new Certificate of Occupancy is issued, whereupon the number of Villas contained in the replaced structure shall be used.

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4. The Individual Villa Assessments shall be payable monthly in advance on the first day of each month of each year. Monies paid to the Association on account of outstanding assessments which are insufficient to pay the entire monies due shall be applied first to the payment in full of Recreation Area Expenses, then to the payment in full of Open Area Expenses and the balance if any towards Cluster Expenses.

C. Determination of Individual Villa Assessments during the "Interim Period"

1. The term "Interim Period" means that period of time commencing with the date of this Declaration and continuing until midnight on September 30, 1977 ("Ending Date"); provided, however, that should sixty (60) Villas be closed and title transferred by Developer to Owners other than Developer prior to the Ending Date, then the Interim Period may be terminated by Developer, in its sole discretion, at the end of the calendar month within which the 60th Villa is conveyed by Developer. Developer shall give written notice of the fact of such conveyances to the Association/

2. During the Interim Period it is declared and agreed by the Association and Developer that the Owners-exclusive-of-Developer shall each pay the sum of Twenty-Five (\$25.00) Dollars per month to the Association as Individual Villa Assessment during the Interim Period ("Guaranteed Assessment"), prorated as of the date of the conveyance of title of a Villa to the Owner by Developer. In addition, each Owner shall pay an equal share of any charges for water or sewer to the Cluster Property. During the Interim Period, Developer covenants and agrees with the Association and the Owners-exclusive-of-Developer that Developer will pay the difference, if any, between the Guaranteed Assessments and the Association Expenses incurred during the Interim Period. Accordingly, during the Interim Period, Developer shall not be required to make any payments of Individual Villa Assessments for Association

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Expenses for Villas owned by Developer including a share of water and sewer service provided to Cluster Property in which Developer owns a Villa provided the Villa is not used as a model.

D. Scope of Liability

The Owners acknowledge that they are jointly and severally liable for their own Individual Villa Assessment and that such assessment may be increased in the event the Owners of other villas fail or refuse to pay their Individual Villa Assessment and that payment of such increased Individual Villa Assessment or special assessment due to other Owners' non-payment can be enforced by the Association and Developer in the same manner as all other assessments hereunder as provided in Article VI herein.

ARTICLE VI  
ESTABLISHMENT AND ENFORCEMENT OF LIENS

A. Liens

Any and all Individual Villa Assessments for Association Expenses, including special assessments and Capital Contributions and all installments thereof (collectively the "Assessments") with interest thereon and costs of collection, including reasonable attorneys' fees as hereinafter provided, are hereby declared to be a charge and continuing lien upon the Villa against which each such Assessment is made. Each Assessment against a Villa, together with such interest thereon at the highest rate allowed by law and costs of collection thereof, including attorneys' fees, shall be the personal obligation of the person, persons or entity owning the Villa assessed. Said lien shall be effective only from and after the time of recordation amongst the Public Records of Broward County, Florida, of a written acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by

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

**B. Enforcement**

In the event any Owner ("Delinquent Owner") shall fail to pay Assessments or any installment thereof charged to such Villa within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any of the following remedies, to the extent permitted by law:

1. To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.
2. To advance on behalf of the Delinquent Owner funds to accomplish the needs of the Association and the amount or amounts of monies so advanced, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of the Delinquent Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.
3. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien

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may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

4. To file an action at law to collect said Assessment plus interest at the highest rate allowable by law plus court costs and reasonable attorneys' fees without waiving any lien rights and/or rights of foreclosure in the Association.

C. Collection by Developer

In the event for any reason the Association shall fail to collect the Assessments, then in that event Developer, until the Transfer Date, shall have the right to collect the same in the same manner as the Association as set forth in Subparagraph VI.B. above.

ARTICLE VII

GENERAL PROVISIONS

A. Lawful Use of the Garden Patio Villas Land

The Garden Patio Villas Land is subject to and the Association and each Owner will conform to and observe all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County of Broward, and all other governmental and public authorities and boards or officers of the same relating to such properties, any improvements thereon, or the use thereof, and no illegal or immoral purpose, use, business or occupation will be permitted on such properties.

B. Incorporation of Villa Documents

Any and all deeds conveying a Villa shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Villa Documents, including this Declaration, whether or not the incorporation of the terms and conditions of the Villa Documents is specifically set forth by reference in such deed, and acceptance by an Owner of such a

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deed shall be deemed to be acceptance by such Owner of all of the terms and conditions of the Villa Documents. The Cluster Declaration or similar instrument of record shall provide for the method of conveyance and description of each Villa.

C. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to (a) any Owner, to the last known address of the person whose name appears as the Owner on the records of the Association at the time of such mailing; (b) the Association at 450 Northwest 65th Terrace, Margate, Florida 33063 or such address as the Association shall hereafter notify Developer and all Owners of in writing; and (c) Developer at 450 Northwest 65th Terrace, Margate, Florida 33063 or such other address or addresses as Developer shall hereafter notify the Association of in writing who, in turn, will notify all Owners.

D. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Owner or Owners, and any Institutional Mortgagee holding a first mortgage on a Villa or upon a portion of the Garden Patio Villas Land in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant, restriction or easement herein contained shall in no event be deemed a waiver of such covenant, restriction or easement or of the right of such party to thereafter enforce such covenant, restriction or easement. The prevailing party in any such litigation shall be

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entitled to reasonable attorneys' fees and court costs at all trial and appellate levels.

E. Association's Approval

In no event shall the Board be deemed to have approved any request or have promulgated any rules or regulations relative to the Association Areas unless such approval is granted in writing and signed by the President or Vice President or any two officers of the Association or such rule and regulation is promulgated in accordance with the Villa Documents and posted for such time and at such place as the Board, in its reasonable discretion shall determine. The failure of the Board to object to an Owner's failure to comply with the covenants or restrictions contained herein or in other Villa Documents or the rules and regulations now or hereafter promulgated shall in no event be deemed a waiver of the Board or of any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with Article VII.D. herein.

F. Condemnation

1. Taking or Partial Taking

If at any time during the term of this Declaration, the whole or any portion of the Association Areas shall be taken ("Taken Area") for any public or quasi-public purpose by any lawful power or authority, by the exercise of the right of any condemnation of eminent domain or by agreement between those authorized to exercise such right (hereinafter for the purpose of this subparagraph called "Condemnation"), this Declaration and all obligations hereunder as to the Taken Area shall terminate and expire on the date of such taking and Association Expenses provided to be paid for such Taken Area shall be apportioned and paid to the date of such taking.

2. Division of Awards

The rights of Developer and other Owners in and to the net award or awards ("Taken Area Award") (after reason-

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able fees and expenses of collection) after any Condemnation shall be determined as follows:

(a) To the extent that Developer owns any Villas, Developer shall participate in any Taken Area Awards for its interest in the Association Areas along with and to no lesser degree than other Owners.

(b) The Association shall have the right to attend and participate in all hearings relevant to the Condemnation and to receive notice from Developer of such hearings.

3. Repair and Replacement

If any improvements upon the Taken Area shall be damaged or partially destroyed by any Condemnation, then the Association shall proceed with reasonable diligence to demolish, if necessary, and to construct, repair, replace or rebuild such improvements, so as to constitute the remaining part thereof complete in good condition and repair. The Association shall hold that portion, if any, of the Taken Area Award which represents consequential damages to said improvement or replacements thereof or to the part of said building, in trust, for application of the same to the cost and expense as herein provided. Repair of the taken area shall be conducted under the supervision of an architect or engineer licensed in the State of Florida selected by the Association and such work shall be done in accordance with plans and specifications prepared and approved in writing by such architect or engineer and submitted to Developer for approval, whose approval shall not unreasonably be withheld.

4. Temporary Use

If the temporary use of the whole or any part of the Association Areas shall be taken at any time during the term of this Declaration by the exercise of the right of condemnation, the term of this Declaration shall not be reduced or affected in any way and the Association Expenses herein reserved

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and provided to be paid shall continue to be due and payable and the various Owners shall be entitled to the entire award granted by reason of such taking.

G. Captions

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

H. Context

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

I. Severability

In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or a reduction in the term of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

J. Amendment and Modification

The right to amend and modify this Declaration is hereby reserved unto Developer and the Association; provided, however, that (1) any such modification shall be reflected in an instrument executed by Developer and the Association and placed of record amongst the Public Records of Broward County,

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Florida, (2) after the sale of a Villa by Developer, such amendment or modification shall not be inconsistent with the intent and purposes of this Declaration and (3) no amendment which impairs or prejudices the rights of an Institutional Mortgagee's holding a first lien on Villas, will be made without the prior written consent thereto by such Institutional Mortgagee.

**K. Delegation**

The Association pursuant to resolution duly adopted by its Board shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration as provided herein, to any managing agency or entity selected by the Board from time to time.

**L. Term**

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, easements, burdens and liens contained herein, including, without limitation, the provisions for assessment of Villas shall run with and bind the Garden Patio Villas Land and inure to the benefit of Developer, the Association, Owners and their respective legal representatives, heirs, successors and assigns for a term of eighty (80) years from the date of the recording of this Declaration amongst the Public Records of Broward County, Florida, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such eighty (80) year term or of any such ten (10) year extension thereof, there is recorded amongst the Public Records of Broward County, Florida, an instrument signed by two-thirds (2/3rds) of the then Owners and all Institutional Mortgagees in existence one (1) year prior to the termination of such term or extension, agreeing to terminate this Declaration upon which event this Declaration shall be terminated upon

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the expiration of the eighty (80) year term or the ten (10) year extension during which such instrument of termination is recorded.

IN WITNESS WHEREOF, this Declaration of Covenants, Restrictions and Easements for Garden Patio Villas has been signed by Developer and the Association the day and year first above set forth.

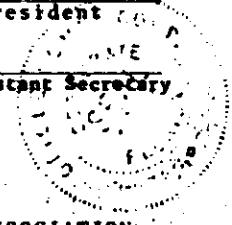
WITNESSETH:

Mary Adelle Newton  
Betty Jean Hagan

ORIOLE HOMES CORP.

By: R. D. Levy  
R. D. Levy, President  
Attest: A. Nunez  
A. Nunez, Assistant Secretary

(SEAL)

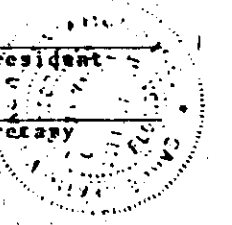


GARDEN PATIO VILLAS ASSOCIATION, INC.

Mary Adelle Newton  
Betty Jean Hagan

By: R. D. Levy  
R. D. Levy, President  
Attest: A. Nunez  
A. Nunez, Secretary

(SEAL)



STATE OF FLORIDA )  
                          )  
COUNTY OF BROWARD )

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

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of July, 1976.



Mary Adelle Newton  
Notary Public

My Commission Expires: December 14, 1977

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STATE OF FLORIDA )  
                          :  
COUNTY OF BROWARD )

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

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of July, 1976.

*Henry A. de la Huerta*  
Notary Public

My Commission Expires:  
November 14, 1977



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EXHIBIT AA

**OVERALL LANDS  
GARDEN PATIO VILLAS**

Parcel 4 of OKIOLE GOLF AND TENNIS CLUB SECTION TWO, according to the Plat thereof as recorded in Plat Book 78, Page 21, of the Public Records of Broward County, Florida; LESS a portion of said Parcel 4, described as follows:

BEGINNING at the Northwest corner of said Parcel 4 (said point being on the arc of a curve with a radial bearing thru said point being North 17° 39' 53" East); thence easterly along the arc of said curve being concave to the North and having a radius of 776.33 feet, a delta of 11° 58' 03", an arc distance of 162.15 feet; thence South 20° 36' 41" West, 134.64 feet; thence North 88° 35' 00" West, 115.00 feet to a point on the West boundary of said Parcel 4; thence along said line North 01° 25' 00" East, 156.00 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

PREPARED BY:  
THOMAS F. SCHNARS, PLS  
DATED: June 30, 1976

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KEITH ~ SCHNARS Land Surveying Sciences, P.A.



EXHIBIT BLEGAL DESCRIPTION OF THE OPEN AREAS OF  
GARDEN PATIO VILLAS

Parcel 4 of ORIOLE GOLF AND TENNIS CLUB SECTION TWO, according to the Plat thereof as recorded in Plat Book 78, Page 21 of the Public Records of Broward County, Florida; LESS a portion of said Parcel 4, described as follows:  
**BEGINNING** at the Northwest corner of said Parcel 4 (said point being on the arc of a curve with a radial bearing thru said point being North 17° 39' 53" East); thence easterly along the arc of said curve being concave to the North and having a radius of 776.33 feet, a delta of 11° 58' 03", an arc distance of 162.15 feet; thence South 20° 36' 41" West, 134.64 feet; thence North 88° 35' 00" West, 115.00 feet to a point on the West boundary of said Parcel 4; thence along said line, North 01° 25' 00" East, 156.00 feet to the Point of Beginning.

**ALSO LESS;** A portion of said Parcel 4, described as follows:  
**COMMENCE** at the Northwest corner of said Parcel 4; thence South 01° 25' 00" West, along the West boundary of said Parcel 4, a distance of 131.56 feet; thence South 89° 41' 21" East, 344.88 feet to the POINT OF BEGINNING; thence North 00° 18' 39" East, 66.00 feet; thence South 89° 41' 21" East, 90.67 feet; thence South 00° 18' 39" West, 66.00 feet; thence North 89° 41' 21" West, 90.67 feet to the Point of Beginning.

**ALSO LESS;** A portion of said Parcel 4, described as follows:  
**COMMENCE** at the Northwest corner of said Parcel 4; thence South 01° 25' 00" West, along the West boundary of said Parcel 4, a distance of 195.58 feet; thence South 89° 41' 21" East, 185.97 feet to the POINT OF BEGINNING; thence continue South 89° 41' 21" East, 250.67 feet; thence South 00° 18' 39" West, 66.00 feet; thence North 89° 41' 21" West, 250.67 feet; thence North 00° 18' 39" East, 66.00 feet to the Point of Beginning.

**ALSO LESS;** A portion of said Parcel 4, described as follows:  
**COMMENCE** at the Northwest corner of said Parcel 4; thence South 01° 25' 00" West, along the West boundary of said Parcel 4, a distance of 166.00 feet; thence South 88° 35' 00" East, 42.00 feet to the POINT OF BEGINNING; thence continue South 88° 35' 00" East, 66.00 feet; thence South 01° 25' 00" West, 450.67 feet; thence North 88° 35' 00" West, 66.00 feet; thence North 01° 25' 00" East, 450.67 feet to the Point of Beginning.

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KEITH SCHNARS Land Surveying Sciences, P.A.

**EXHIBIT B****LEGAL DESCRIPTION OF THE OPEN AREAS OF  
GARDEN PATIO VILLAS**

**ALSO LESS; A portion of said Parcel 4, described as follows:**  
**COMMENCE** at the Northwest corner of said Parcel 4; thence South 01° 25' 00" West, along the West boundary of said Parcel 4, a distance of 295.59 feet; thence South 89° 41' 21" East, 187.78 feet to the POINT OF BEGINNING; thence continue South 89° 41' 21" East, 250.67 feet; thence South 00° 18' 39" West, 66.00 feet; thence North 89° 41' 21" West, 250.67 feet; thence North 00° 18' 39" East, 66.00 feet to the Point of Beginning.

**ALSO LESS; A portion of said Parcel 4, described as follows:**  
**COMMENCE** at the Southeast corner of said Parcel 4; thence North 01° 03' 35" East, along the East boundary of said Parcel 4, a distance of 285.03 feet; thence North 89° 41' 21" West, 400.67 feet to the POINT OF BEGINNING; thence continue North 89° 41' 21" West, 370.67 feet; thence North 00° 18' 39" East, 66.00 feet; thence South 89° 41' 21" East, 370.67 feet; thence South 00° 18' 39" West, 66.00 feet to the Point of Beginning.

**ALSO LESS; A portion of said Parcel 4, described as follows:**  
**COMMENCE** at the Southeast corner of said Parcel 4; thence North 01° 03' 35" East, along the East boundary of said Parcel 4, a distance of 285.03 feet; thence North 89° 41' 21" West, 20.00 feet to the POINT OF BEGINNING; thence continue North 89° 41' 21" West, 370.67 feet; thence North 00° 18' 39" East, 66.00 feet; thence South 89° 41' 21" East, 370.67 feet; thence South 00° 18' 39" West, 66.00 feet to the Point of Beginning.

**ALSO LESS; A portion of said Parcel 4, described as follows:**  
**COMMENCE** at the Southeast corner of said Parcel 4; thence North 01° 03' 35" East, along the East boundary of said Parcel 4, a distance of 185.02 feet; thence North 89° 41' 21" West, 400.67 feet to the POINT OF BEGINNING; thence continue North 89° 41' 21" West, 370.67 feet; thence North 00° 18' 39" East, 66.00 feet; thence South 89° 41' 21" East, 370.67 feet; thence South 00° 18' 39" West, 66.00 feet to the Point of Beginning.

**ALSO LESS; A portion of said Parcel 4, described as follows:**  
**COMMENCE** at the Southeast corner of said Parcel 4; thence North 01° 03' 35" East, along the East boundary of said Parcel 4, a distance of 185.02 feet; thence North 89° 41' 21" West, 20.00 feet to the POINT OF BEGINNING; thence continue North 89° 41' 21" West, 370.67 feet; thence North 00° 18' 39" East, 66.00 feet; thence South 89° 41' 21" East, 370.67 feet; thence South 00° 18' 39" West, 66.00 feet to the Point of Beginning.

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KEITH ~ SCHNARS Land Surveying Sciences, P.A.

EXHIBIT BLEGAL DESCRIPTION OF THE OPEN AREAS OF  
GARDEN PATIO VILLAS

ALSO LESS; A portion of said Parcel 4, described as follows:  
 COMMENCE at the Southeast corner of said Parcel 4; thence  
 North 01° 03' 35" East, along the East boundary of said  
 Parcel 4, a distance of 55.01 feet; thence North 89° 41' 21"  
 West, 661.34 feet to the POINT OF BEGINNING; thence continue  
 North 89° 41' 21" West, 290.67 feet; thence North 00° 18' 39"  
 East, 66.00 feet; thence South 89° 41' 21" East, 290.67 feet;  
 thence South 00° 18' 39" West, 66.00 feet to the Point of  
 Beginning.

ALSO LESS; A portion of said Parcel 4, described as follows:  
 COMMENCE at the Southeast corner of said Parcel 4; thence  
 North 01° 03' 35" East, along the East boundary of said  
 Parcel 4, a distance of 55.01 feet; thence North 89° 41' 21"  
 West, 360.67 feet to the POINT OF BEGINNING; thence continue  
 North 89° 41' 21" West, 290.67 feet; thence North 00° 18' 39"  
 East, 66.00 feet; thence South 89° 41' 21" East, 290.67 feet;  
 thence South 00° 18' 39" West, 66.00 feet to the Point of  
 Beginning.

ALSO LESS; A portion of said Parcel 4, described as follows:  
 COMMENCE at the Southeast corner of said Parcel 4; thence  
 North 01° 03' 35" East, along the East boundary of said  
 Parcel 4, a distance of 55.01 feet; thence North 89° 41' 21"  
 West, 20.00 feet to the POINT OF BEGINNING; thence continue  
 North 89° 41' 21" West, 330.67 feet; thence North 00° 18' 39"  
 East, 66.00 feet; thence South 89° 41' 21" East, 330.67 feet  
 thence South 00° 18' 39" West, 66.00 feet to the Point of  
 Beginning.

ALSO LESS; A portion of said Parcel 4, described as follows:  
 COMMENCE at the Northwest corner of said Parcel 4 (said point  
 being on the arc of a curve with a radial bearing thru said  
 point being North 17° 39' 53" East); thence easterly, along  
 the arc of said curve being concave to the North and having  
 a radius of 776.33 feet, a delta of 15° 06' 41", an arc dis-  
 tance of 204.75 feet to the POINT OF BEGINNING; thence con-  
 tinue easterly along the arc of said curve being concave to  
 the North and having a radius of 776.33 feet, an additional  
 delta of 02° 10' 40", an additional arc distance of 29.51  
 feet; thence tangent to to said curve South 89° 37' 27" East,  
 111.66 feet; thence South 00° 18' 39" West, 115.58 feet;  
 thence North 89° 41' 21" West, 137.09 feet; thence northwester-  
 ly along the arc of a tangent curve concave to the Northeast  
 having a radius of 25.00 feet, a delta of 115° 37' 00", an  
 arc distance of 50.45 feet to a point of reverse curvature;

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KEITH ~ SCHNARS Land Surveying Sciences, P.A.

EXHIBIT B

LEGAL DESCRIPTION OF THE OPEN AREAS OF  
GARDEN PATIO VILLAS

thence northerly along the arc of a tangent curve concave to the West having a radius of 187.99 feet, a delta of 25° 22' 34", an arc distance of 83.26 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

PREPARED BY:  
Thomas F. Schnars, PLS

REVISED to include the  
Recreation Area  
DATED: June 28, 1976

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KEITH & SCHNARS Land Surveying Sciences, P.A.



EXHIBIT CLEGAL DESCRIPTION OF RECREATION AREA OF  
GARDEN PATIO VILLAS

A portion of Parcel 4 of ORIOLE GOLF AND TENNIS CLUB SECTION TWO, according to the Plat thereof as recorded in Plat Book 78, Page 21, of the Public Records of Broward County, Florida, described as follows:  
 COMMENCE at the Northwest corner of said Parcel 4 (said point being on the arc of a curve with a radial bearing thru said point being North 17° 39' 53" East); thence easterly along the arc of said curve being concave to the North and having a radius of 776.33 feet, a delta of 15° 06' 41", an arc distance of 204.75 feet to the POINT OF BEGINNING; thence continue easterly along the arc of said curve being concave to the North and having a radius of 776.33 feet, an additional delta of 02° 10' 40", an additional arc distance of 29.51 feet; thence tangent to said curve South 89° 37' 27" East, 111.66 feet; thence South 00° 18' 39" West, 115.58 feet; thence North 89° 41' 21" West, 137.09 feet; thence northwesterly along the arc of a tangent curve concave to the Northeast having a radius of 25.00 feet, a delta of 115° 37' 00", an arc distance of 50.45 feet to a point of reverse curvature; thence northerly along the arc of a tangent curve concave to the West having a radius of 187.99 feet, a delta of 25° 22' 34", an arc distance of 83.26 feet to the Point of Beginning. Said lands lying in the City of Margate, Broward County, Florida.

PREPARED BY:  
 Thomas F. Schnars, PLS  
 DATED: June 28, 1976

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KEITH & SCHNARS Land Surveying Sciences, P.A.

EXHIBIT D TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR GARDEN PATIO VILLAS

["TYPICAL"]

DECLARATION OF CLUSTER COVENANTS  
AND CROSS EASEMENTS FOR CLUSTER \_\_\_\_\_  
OF GARDEN PATIO VILLAS

THIS DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS  
FOR CLUSTER \_\_\_\_ OF GARDEN PATIO VILLAS (the "Cluster Declara-  
tion") is made this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_ by  
ORIOLE HOMES CORP., a Florida corporation (the "Developer")  
joined by GARDEN PATIO VILLAS ASSOCIATION, INC., a Florida  
corporation, not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the  
real property described on Exhibit A, attached hereto, and made  
a part hereof, developed as part of the planned residential com-  
munity known as "Garden Patio Villas" in accordance with the  
"Declaration of Covenants, Restrictions and Easements for Gar-  
den Patio Villas" (the "Declaration") recorded in Official Rec-  
ords Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_ of the Public Records  
of Broward County, Florida; and

WHEREAS, the Declaration contains, among other things, def-  
initions of certain terms used in connection with Garden Patio  
Villas which are incorporated herein by reference (which are  
identified by initial capital letters and quotation marks when  
used herein for the first time) and provides that a "Cluster Dec-  
laration" shall be recorded amongst the Public Records of Broward  
County, Florida upon the substantial completion of a "Cluster  
Building"; and

WHEREAS, the Cluster Building described on the exhibits  
attached hereto and located upon the "Cluster Property" is now  
"Substantially Completed" and accordingly, the Developer and

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the Association have executed this Cluster Declaration and desire to subject the Cluster Property, including each "Villa" thereof to the provisions of the "Villa Documents".

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

ARTICLE I

SUBMISSION STATEMENT

The Developer hereby declares that the Cluster Building is Substantially Completed in accordance with the graphic description of improvements thereof attached hereto as Exhibit B (the "Graphic Description"); that the Cluster Property is subject to the provisions of the Declaration contemplated under the Plan For Development set forth in Article II of the Declaration; and, that the Cluster Property and each Villa is now hereby committed to land use as "Residential Property" in accordance with Article III of the Declaration, to be used, transferred, demised, sold, conveyed and occupied subject to and in accordance with the terms of this Cluster Declaration and of the Declaration.

ARTICLE II

DESCRIPTION OF CLUSTER PROPERTY AND CONVEYANCE OF THE VILLA

A. Description of Cluster Property

The Cluster Property consists of the real property described in Exhibit A hereto, the Cluster Building located thereon and the Villas as described in the Graphic Description. As an appurtenance to each Villa, each "Owner" shall have the

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following rights and obligations described in the Villa Documents, to wit: (i) the rights and easements to the "Common Structural Elements" as set forth herein; (ii) the benefits and obligations set forth in this Cluster Declaration; (iii) the right of use of the Open Areas and the Recreation Area in the Garden Patio Villas Land; (iv) membership rights in the Association; and (v) the obligation to pay Association Expenses. There shall pass with each conveyance of a Villa, the "Lot" upon which the Villa is situated as shown on the Graphic Description, together with all appurtenances thereto. Each Villa and Lot is described by one of the series of metes and bounds descriptions attached to this Cluster Declaration as Exhibit A; there are several descriptions all of which have been numbered to match the numbers of the Cluster and Villa on the Graphic Description. From and after the recordation of this Cluster Declaration it is declared that the conveyance of Villas and Lots shall be by a deed substantially in conformance with the form thereof attached as Exhibit C. It is hereby declared that by reason of this Cluster Declaration, each Lot and Villa shall be legally described and conveyed by (a) reference to the number designation given to the Lot and Villa on the Graphic Description recorded with this Cluster Declaration/with the form of reference as follows:

Villa \_\_\_ of Cluster \_\_\_ of Garden Patio Villas according to the Declaration of Cluster Covenants and Cross Easements for Cluster \_\_\_ of Garden Patio Villas recorded in Official Records Book \_\_\_, Pages \_\_\_ through \_\_\_ of the Public Records of Broward County, Florida, and any amendments thereto.

(b) with the attachment as an exhibit to the deed of the metes and bounds description for the Lot and Villa.

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**B. Non-Severable Interests of Owners**

The ownership of a Lot, a Villa, the easement rights in Common Structural Elements as described in Article V herein, membership in the Association and all other appurtenances thereto under the Villa Documents (hereinafter collectively referred to as "Interests") shall not be severable, and an Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective Interests or any of such Interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer includes all of the right, title and interest of such Owner to his Villa.

**ARTICLE III**

**COMMON STRUCTURAL ELEMENTS**

**A. Common Structural Elements**

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

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

2. Siding: Any and all siding, finish, trim, exterior sheathings and other exterior materials or appurtenances on the exterior of the Cluster Building which are affixed or

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appended so that such materials, or parts thereof, cross the Lot lines between Villas (hereinafter referred to as "Lot Lines"). All of the foregoing are collectively referred to as "Siding".

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

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

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

ARTICLE IV

USE AND MAINTENANCE OF CLUSTER PROPERTY

A. Covenants for Use

1. Every person who shall accept or receive any instrument of conveyance of a Villa, and every Owner, by acceptance of title to his Villa, covenants and agrees that the Villa and the Cluster Property shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding such area as set forth in the Declaration and as herein set forth.

2. No Owner shall in any way damage, injure or impair the Common Structural Elements.

B. Maintenance And Repairs of Cluster Property

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

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1. Responsibilities of Owners:

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

(b) Notwithstanding any provision herein to the contrary, no Owner shall undertake the painting, refurbishing, staining or varnishing of any outside or exterior portion or surfaces of his Villa or the Cluster Building.

(c) Each Owner shall promptly report to the Association any defect known to such Owner which requires repair of the Cluster Property for which the Association or a party other than an Owner is responsible.

(d) In the event a Villa is damaged or destroyed, through act of God or other casualty, the Owner thereof shall promptly cause his Villa to be repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Cluster Building. In the event the Owner does not so repair and rebuild his Villa, it shall be the duty of the Association to repair and rebuild

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the affected Villa. The Association shall have the right to specially assess the Owners of the Cluster Building in the event insurance proceeds are insufficient to repair or rebuild the affected Villa in accordance with this subparagraph. The assessment and collection of any special assessments authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses; provided, however, that nothing herein shall require an Owner to contribute towards the costs of repair or rebuilding any Villa other than a Villa in the Cluster Building.

2. Responsibilities of the Association:

(a) The Association shall maintain and repair the portions of the Cluster Property which are not the responsibility of any Owner. All painting, refurbishing, staining or varnishing of any outside or exterior portion or surfaces of the Villas or the Cluster Building shall be the obligation of the Association and the cost thereof shall be a "Cluster Expense".

(b) In the case of a situation deemed an emergency by the Board, the Board may repair, replace or maintain those portions of the Common Structural Elements or other portions of a Villa and/or the Cluster Property which are otherwise the responsibility of any Owner and specially assess such Owner for same.

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(c) The Association shall have such other responsibilities for maintenance and repair of the Cluster Property and the Cluster Building thereupon as may be provided in the Villa Documents.

3. Provisions for Interpretation of Responsibilities: Notwithstanding any provision in this Cluster Declaration to the contrary, in the event any Common Structural Element or part thereof located within a Villa (including without limitation pipes for water or sewage or wires or cables for utilities) requires maintenance, repair or replacement and the Board determines that the necessity for such maintenance, repair or replacement was not due to any act or failure to act on the part of the Owner of a Villa and that the cost of such maintenance, repair or replacement would result in an inequitable and unfair burden upon any particular Villa, then upon such determinations by the Board the cost of such maintenance, repair or replacement shall be determined to be a Cluster Expense and shared equally by all of the Villas in the Cluster.

ARTICLE V  
EASEMENTS

A. Recognition of Existing Easements

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

B. Grant and Reservation of Easements

The Developer hereby reserves and grants the following

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perpetual easements over and across the Cluster Property as covenants running with the Cluster Property for the benefit of the parties and Cluster Property as hereinafter specified for the following purposes:

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

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

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

4. **Structural Cross Easements:** Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of each of the Association,

Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Villas and Common Structural Elements within the Cluster Property.

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

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

ARTICLE VI

CLUSTER EXPENSES AND ASSESSMENTS

A. Determination and Allocation of Cluster Expenses

As provided in the Declaration and the other Villa Documents, the Board shall prepare a budget of the estimated Cluster Expenses as hereinafter described. The Cluster Expenses shall be allocated and assessed against each Villa equally, with each Villa to be assessed an equal share thereof, which allocated sum shall be assessed as part of the "Individual Villa Assessment" for such Villa as defined in the Declaration.

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**B. Affirmative Covenant To Pay Cluster Expenses**

In order to fulfill the covenants and provisions contained in this Cluster Declaration and in the Villa Documents, there is hereby imposed upon each Villa and Owner the affirmative covenant and obligation to pay the Individual Villa Assessment, which includes the Cluster Expenses and any special assessments, which covenant shall run with the Villas and Cluster Property.

**C. Cluster Expenses**

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

**1. Utility Charges**

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

**2. Insurance**

The premiums on any policy or policies of insurance required under Article VIII hereof together with the costs of such other policies of insurance as the Board, with the consent of the Owners at any meeting thereof, shall determine to be in the best interests of the Cluster Property; and the premiums on any policy or policies of insurance required under Article VIII hereof which an Owner fails to pay or provide.

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3. Maintenance and Repairs

Any and all expenses necessary to maintain and repair the portions of the Cluster Property which are the responsibility of the Association as described in Article IV B. 2. hereinabove in a manner consistent with the development of Garden Patio Villas in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, and municipal laws, statutes, ordinances, rulings, regulations and orders.

4. Miscellaneous Expenses

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

ARTICLE VII

LIENS AND ENFORCEMENT OF ASSESSMENTS

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

ARTICLE VIII

INSURANCE

Each Owner shall purchase homeowners insurance insuring his Villa at not less than full replacement value (as defined in Article VIII.B. of this Cluster Declaration), which insurance shall include public liability, designate the Association as a co-insured thereunder and shall be charged to and paid by the Owners obtaining same. If, however, any "Institutional Mortgagee"

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having a lien upon any Villa within the Cluster Property shall at any time so require by written notice to the Association, in which there is set forth the Villa as to which the lien exists, the Association shall purchase the following coverage:

**A. Public Liability Insurance**

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

**B. Cluster Building Insurance**

Insurance for the Cluster Building (the "Cluster Building Insurance") in an amount equal to the full "replacement value" thereof. The term "replacement value" shall mean one-hundred (100%) per cent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Board may determine the kinds of coverage and proper and adequate amount of insurance. The Cluster Building Insurance shall contain an "Agreed Amount Endorsement", or its equivalent, a "Demolition Endorsement", or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement", or the

equivalent. The Cluster Building Insurance shall insure the Cluster Building from loss or damage caused or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Cluster Building in construction, location and use.

C. Conditions of Insurance

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

1. A named insured under such policies shall be the Association, as trustee for the Owners, or at the written request of the Institutional Mortgagee which at any given time holds the highest aggregate dollar mortgage indebtedness encumbering the Villas in this Cluster (the "Lead Mortgagee"), the policies shall be payable to an "Insurance Trustee" (as defined in Paragraph VIII.D) and all policies of insurance shall be for the benefit of the Association, the Owners and the Institutional Mortgagees, as their interests may appear; and

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

3. The insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Owners when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

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

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

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

7. The Lead Mortgagee shall have the right to approve the insurance company or companies, the policy or policies and amounts of such coverage called for under this Article VIII.

D. Insurance Trustee

1. The Association, with the approval of the Lead Mortgagee, shall have the right to designate an "Insurance Trustee" for any of the insurance policies obtained by the Association. Any Insurance Trustee must be a banking institution in Broward County, Florida having a trust department. The Association, thirty (30) days prior to its appointment, contract-



ing or retaining of the Insurance Trustee shall give written notice to the Lead Mortgagee of the proposed Insurance Trustee. The Lead Mortgagee shall be deemed to have approved the Insurance Trustee unless the Lead Mortgagee's written disapproval is received by the Association within thirty (30) days of the aforementioned notice.

2. The Insurance Trustee shall be the holder of the policies of insurance placed with it. If no "Insurance Trustee" is appointed hereunder, the Association shall assume the functions and duties of the Insurance Trustee under this Cluster Declaration.

3. All policies of insurance purchased by the Association shall be for the benefit of the Association, all Owners and their Institutional Mortgagees, as their interests may appear. The Insurance Trustee shall acknowledge that all policies held by it 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.

E. Form of Policies

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

ARTICLE IX

GENERAL PROVISIONS

A. Disputes

In the event there is any dispute as to whether the use of the Cluster Property complies with the covenants, restrictions, easements or other provisions contained in this Cluster Declaration, such dispute shall be referred to the Board, and a

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determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

B. Enforcement

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

C. Institutional Mortgagees

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

if any, shall be collectible from all of the Owners including the acquirer of title to the Villa, his successors and assigns in the same manner in which Cluster Expenses are ordinarily assessed and collected from Owners.

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

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

(a) Written notice of any termination thereafter by the Association of any professional management of the Cluster Property and the assumption by the Association or by the Owners of the self-management of such property;

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

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

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

D. Captions

Articles and paragraph captions inserted throughout this Cluster Declaration are intended only as a matter of con-

venience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Cluster Declaration.

E. Context

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

F. Severability

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

G. Conflict

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

II. Amendment and Modification

The right to amend and modify this Cluster Declaration

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

I. Term

This Cluster Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Villas shall run with and bind the Cluster Property and inure to the benefit of the Developer, the Association, the Owners and their respective legal representatives, heirs, successors and assigns for the term of the Declaration including any renewals thereof unless all Owners and Institutional Mortgagees holding liens thereon agree to terminate this Cluster Declaration with the written consent of the Board after approval at a meeting of the members of the Association which approval shall be by resolution duly adopted by a majority of the members of the Association, upon which event this Cluster Declaration shall be terminated upon the recording of a instrument of termination signed by all Owners and Institutional Mortgagees. In the event this Cluster Declaration is terminated prior to the termination of the Declaration in accordance with the foregoing, the obligation to pay Association Expenses to the Association and the lien rights

against the Villas as set forth herein and in the Declaration shall nonetheless survive such termination and shall be binding upon the Villas and property described herein as Cluster Property until the termination of the Declaration. In the event of termination due to the expiration of the term of the Declaration, the Owners shall remain obligated to repair, maintain and reconstruct the Villas and the Common Structural Elements in accordance with this Cluster Declaration and all easements herein granted shall survive such termination as shall the enforcement provisions of Article IX.B. herein.

IN WITNESS WHEREOF, this Declaration of Cluster Covenants and Cross Easements For Cluster \_\_\_ of Garden Patio Villas has been signed by the Developer and the Association the day and year first above set forth.

WITNESSES:

ORIOLE HOMES CORP.

\_\_\_\_\_  
\_\_\_\_\_

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

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

(SEAL)

GARDEN PATIO VILLAS  
ASSOCIATION, INC.

\_\_\_\_\_  
\_\_\_\_\_

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

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

(SEAL)

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STATE OF FLORIDA )  
                          :  
COUNTY OF BROWARD )

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

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 1976.

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

My Commission Expires:

STATE OF FLORIDA )  
                          :  
COUNTY OF BROWARD )

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

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 1976.

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

My Commission Expires:

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**EXHIBITS TO  
DECLARATION OF CLUSTER COVENANTS  
AND CROSS EASEMENTS**

**EXHIBIT A**

Exhibit A will be the separate legal description of the "Cluster Property" which will be the subject matter of the Declaration when it is recorded.

**EXHIBIT B**

Exhibit B will be the Graphic Description of the Cluster Property which will be the subject matter of the Declaration when it is recorded.

**EXHIBIT C**

Exhibit C is a form of Warranty Deed which is attached hereto.

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REC:



EXHIBIT C TO  
TYPICAL DECLARATION OF CLUSTER COVENANTS AND CROSS EASEMENTS

WARRANTY DEED

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
between ORIOLE HOMES CORP., a Florida corporation, whose princi-  
pal office is located at 450 N.W. 65th Terrace, Margate, Florida  
33063, hereinafter referred to as "Grantor" and \_\_\_\_\_

whose post office address is \_\_\_\_\_  
State of \_\_\_\_\_, hereinafter referred to as "Grantee."

W I T N E S S E T H:

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

Villa \_\_\_\_\_ of Cluster \_\_\_\_\_ of Garden Patio  
Villas according to the Declaration of Cluster  
Covenants and Cross Easements for Cluster \_\_\_\_\_  
of Garden Patio Villas, recorded in Official  
Records Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_ of  
the Public Records of Broward County, Florida  
("Cluster Declaration"), and Amendments there-  
to, if any, and more particularly described on  
Exhibit A hereto.

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 Cluster Declaration and in the Declaration  
of Covenants, Restrictions and Easements for Garden Patio Villas  
recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public  
Records of Broward County, Florida ("Declaration") as described  
in such documents. The Cluster Declaration and the Declaration  
provide for certain land use covenants upon the "Residential  
Property", "Recreation Area" and "Open Areas" as these land  
areas are described therein and provide that a portion of the  
taxes, insurance and other maintenance and monetary obligations  
referred to therein shall be an Association Expense assessed  
against the Villa as its "Individual Villa Assessment." Grantee  
expressly acknowledges and assumes the obligation to pay its  
"Individual Villa Assessment" and all other Association Expenses  
or special assessments applicable to the Cluster Property in

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which the Villa is located and/or assessed against the Villa.

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19\_\_ and sub sequent 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 and Cluster Declaration and any amendments thereto;
4. All other 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 of improvements or caused by minor inaccuracies in building or rebuilding.

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

Signed, Sealed and  
Delivered in the  
Presence of:

ORIOLE HOMES CORP.

\_\_\_\_\_  
\_\_\_\_\_

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

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

(SEAL)

STATE OF FLORIDA )  
                          :  
COUNTY OF BROWARD )

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

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 1976.

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

My Commission Expires:

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B Y - L A W S  
OF  
GARDEN PATIO VILLAS ASSOCIATION, INC.

Section 1. Identification of Association

1.1 These are the By-Laws of GARDEN PATIO VILLAS ASSOCIATION, INC., hereinafter referred to as the "Association", as duly adopted by the Board of Directors of the Association. The Association is a corporation not for profit organized pursuant to and under Chapter 617 of the Florida Statutes for the purpose among other things of administering, managing, operating and maintaining a residential community to be known as "Garden Patio Villas".

1.2 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 Directors of the Association.

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

1.4 The seal of the Association shall bear the name of the Association, the word "Florida", and the words "Corporation Not For Profit".

Section 2. Definitions

The words and phrases used in these By-Laws (which are identified by initial capital letters and quotation marks when used herein for the first time) shall have the same meanings herein as they have in the Articles of Incorporation of the Association and the other "Villa Documents".

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

3.1 The qualification of Members, the manner of their admission to membership in the Association, and the manner of the termination of such membership shall be as set forth in Article V of the Articles.

3.2 The Members shall meet annually at the office of the Association or at such other place in Broward County, Florida, as determined by the "Board" and as designated in the notice of such meeting at ~~10:30~~ o'clock p.m., local time, on the ~~second~~ ~~day~~ ~~in~~ ~~the~~ ~~month~~ ~~of~~ ~~February~~ of each year (the "Annual Meeting") commencing with the year 1978; provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Tuesday which is not a legal holiday. The purpose of an Annual Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article X of the "Articles"), and to transact any other business authorized to be transacted by the Members at such Annual Meeting.

3.3 Special meetings of the Membership or of a Class of Members shall be held at any place within the County of Broward, State of Florida whenever called by the President or Vice President of the Association or a majority of the Board. A special meeting must be called by the President or Vice President of the Association upon receipt of a written request from one-third (1/3) of the entire membership or, as to any Class of Members upon receipt of a written request from one-third (1/3) of the Members of such Class.

3.4 A written notice of all meetings of Members (whether the Annual Meeting or a special meeting of the Members) shall be mailed to each Member entitled to vote thereat at his last known address as it appears on the books of the Association not less than fourteen (14) days nor more than thirty ~~days~~ prior to the date of such meeting. Proof of such mailing shall be given by the affidavit of the person who mailed such notice. The notice shall state the time and place of such meeting and the object for which the meeting is called and shall be signed by an officer of the Association. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after such meeting, which waiver shall be in writing and shall be deemed receipt of notice by such Member of such meeting.

3.5 The Membership or the Members of a Class may, at the discretion of the Board, act by written agreement in lieu of a meeting; provided, however, that written notice of the matter or matters to be determined by such Members is given to the Membership or Class of Members, as the case may be, at the addresses and within the time periods set forth in Section 3.4 hereof for notices of meetings of Members or is duly waived in accordance with such Section. Any determination as to the matter or matters to be determined pursuant to such notice by the number of persons that would be able to determine the subject matter at a meeting shall be binding on all of the Membership or Class of Members; provided, however, a quorum of the membership responds in writing to such notice in the manner set forth in the notice. Any such notice shall set forth a time period during which time a response may be made thereto.

3.6 ~~Members~~ of the Members 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 such Class of Members. A Member may join in the action of a meeting of Members by signing the minutes thereof, and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. Matters approved by a majority of the Members present at a meeting at which a quorum is present shall constitute the official acts of the Members, except as otherwise specifically provided by law, the Declaration, the Articles, any other Villa Document, or elsewhere herein.

3.7 If at any meetings of the Membership or Class of Members, as the case may be, 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. Any business which might have been transacted at a meeting of the Members as originally called may be transacted at any adjourned meeting thereof. In the case of the adjournment of a meeting, notice to the Members



is removed from office, he shall be notified in writing fourteen (14) days prior to the special meeting at which a motion for his removal will be made that such a motion will be made, and such Director shall be given an opportunity to be heard at such meeting should he be present thereat.

(b) A Director designated by the Developer, as provided in the Articles, may be removed only by the Developer in its sole and absolute discretion without any need for a meeting or vote. The Developer shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy created on the Board as to a Director designated by it, and the Developer shall notify the Board of such removal or vacancy, of the name of the respective successor Director, and of the commencement date for the term of such successor Director.

4.6 The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.7 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 Directors. Special meetings of the Board may be called at the direction of the President or the Vice President. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

4.8 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the date for such meeting. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any Director before, during or after such meeting, and such waiver shall be deemed receipt of notice by such Director of such meeting.

4.9 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such a signing shall constitute the presence of such Director for the purpose of determining a quorum. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as otherwise specifically provided by law, the Articles, any Villa Document, or elsewhere herein. If at any meetings 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. Any business which might have been transacted at a meeting of the Board as originally called may be transacted at any adjourned meeting thereof. In the case of the adjournment of a meeting, notice to the Directors of such adjournment shall be as determined by the Board.

4.10 The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.11 Directors' Fees, if any, shall be determined by the majority of the Membership of the Association.

4.12 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at the office of the Association at all reasonable times.

4.13 The Board shall have the power to appoint Executive Committees of the Board consisting of not less than three (3) Directors. Executive Committees shall have and exercise such powers of the Board as may be delegated to such Executive Committee by the Board.

4.14 Meetings of the Board may at the discretion of the Board be open to all Members. Unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in a meeting, the Member shall not be entitled to participate in any meeting of the Board but shall only be entitled to act as an observer. In the event that a Member not serving as a Director or not otherwise invited by the Directors to participate in a meeting attempts to participate rather than observe at such meeting, or conducts himself in a manner detrimental to the carrying on of such meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient evidence that he is a Member or that he was specifically invited by the Directors to participate in such meeting.

#### Section 5. Powers and Duties of the Board of Directors

All of the powers and duties of the Association, including those under the Declaration, the Articles and any other Villa Documents, shall be exercised by the Board unless otherwise specifically delegated therein to the Members. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Villa Documents and shall include but not be limited to the following:

5.1 Making, establishing, amending and enforcing reasonable rules and regulations governing the portions of the "Garden Patio Villas Land" under Association jurisdiction.

5.2 Making, levying, collecting and enforcing assessments against Members to provide funds to pay the "Association Expenses". Such assessments shall be collected by the Association by payments made directly to the Association by the Members in the manner set forth in the Villa Documents.

5.3 Maintaining, managing, administering and operating and repairing and replacing the improvements and personal property located therein.

5.4 Constructing and reconstructing improvements located in Garden Patio Villas and the portions of the Garden Patio Villas Land which the Association has jurisdiction over in the event of casualty or other loss thereof and making further authorized

improvements therein.

5.5 Enforcing by legal means the provisions of the Villa Documents.

5.6 Retaining independent contractors and professional personnel and entering into and terminating service, supply and management agreements and contracts to provide for the administration, management, operation, repair and maintenance of Garden Patio Villas and the portions of the Garden Patio Villas Land which the Association has jurisdiction over and the maintenance, care and repair of improvements located on the portions of the Garden Patio Villas Land which the Association has jurisdiction over, including the delegation to third parties of powers of the Board with respect thereto.

5.7 Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration of the purposes of the Association and paying all of the salaries therefor.

5.8 Entering into and terminating management agreements and contracts for the maintenance and care of the portions of the Garden Patio Villas Land which the Association has jurisdiction over or any part thereof, including the delegation to third parties pursuant to such agreements or contracts of powers and duties of the Board with respect to the care and maintenance of portions of the Garden Patio Villas Land which the Association has jurisdiction over.

5.9 Paying costs of all power, water, sewer and other utilities services rendered to the "Association Areas" as described in the Declaration and the portions of the Garden Patio Villas Land which the Association has jurisdiction over and not billed to individual "Owners".

5.10 Paying taxes and assessments which are or may become liens against any property located in the Association Areas and the portions of the Garden Patio Villas Land which the Association has jurisdiction over other than the individual Villas and assessing the same against "Villas".

5.11 Purchasing and carrying insurance for the protection of Owners and the Association against casualty and liability with respect to the Garden Patio Villas Land which the Association has jurisdiction over in accordance with the Villa Documents.

## Section 6. Officers of the Association

6.1 The officers of the Association shall be a President, who shall be a Director, one or several Vice Presidents, a Treasurer, a Secretary, and, if the Board so determines an Assistant Treasurer and an Assistant Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by a vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall determine to be necessary or appropriate for the management of the affairs of the Association.



6.2 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 a President, including, but not limited to, the power to appoint such committees at such times from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. The President shall preside at all meetings of the Board.

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

6.4 The Secretary shall keep the minutes of all meetings of the Board and of the Members, which minutes shall be kept in a businesslike manner and shall be available for inspection at the office of the Association by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board to do so. 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 a Secretary. The Assistant Secretary, if any, shall assist the Secretary and in the absence or disability of the Secretary, shall exercise the power and perform the duties of the Secretary.

6.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences 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 a Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer, and in the absence or disability of the Treasurer, shall exercise the power and perform the duties of the Treasurer.

6.6 The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude the contracting with a Director or a party affiliated with a Director for the management of any part or all of Garden Patio Villas.

#### Section 7. Accounting Records; Fiscal Management

7.1 The Board shall adopt a budget of the anticipated expenses of the Association for each forthcoming fiscal year at a special meeting of the Board ("Budget Meeting") called for that purpose during the first two weeks of November of each year commencing 1977. Prior to the Budget Meeting, a proposed budget shall be prepared by or on behalf of the Board, which budget shall include, but not be limited to, the items of Association

Expenses: (i) Salaries; (ii) Services; (iii) Utilities; (iv) Administration of the Association; (v) Supplies and Materials; (vi) Insurance; (vii) Security; (viii) Repairs and Maintenance; (ix) Professional Fees; (x) Taxes; (xi) Operating Capital; and (xii) Other Expenses. Copies of the proposed budget shall be mailed to each Member at the Member's last known address as shown on the books and records of the Association within thirty (30) days after said Budget Meeting.

7.2 The Board may also include in any such proposed Budget either annually or from time to time as the Board shall determine the same to be necessary a sum of money for the making of betterments to the improvements and personal property of the Association or for the establishment of reserves for repair or replacement thereof including any "Capital Contributions" as called for under the Villa Documents.

7.3 No Board shall be required to anticipate revenue from assessments or expend funds to pay for Association Expenses not included in the budget or which exceed budgeted amounts, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater Association Expenses than income from assessments, then such deficits shall be carried into the next succeeding year's budget as a deficiency or shall be the subject of a special assessment to be levied by the Board as otherwise provided in the Declaration.

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

7.5 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 may be used by the Association to pay expenses incurred by the Association in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Association Expenses which cover more than such calendar year; (iv) assessments shall be made not less frequently than quarterly in amounts not less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all unpaid operating expenses previously incurred; and (v) Association Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such Association Expenses is received. Any provision to the contrary notwithstanding, regular and/or interim assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred.

7.6 The Association shall use the cash basis method of accounting which shall conform to generally accepted accounting standards and principles, and the Association shall maintain accounting records in accordance with good and accepted accounting practices, which shall be open to inspection by Members or their authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and be

signed by the Member giving such authorization and dated within sixty (60) days of the date of any such inspection. Written summaries of the accounting records shall be supplied at least annually to the Members. Such records shall include the following: (i) a record of all receipts and expenditures; (ii) an account for each Villa which shall designate the name and address of the Owner; (iii) the amount of each assessment charged to the Villa; (iv) the amount and due dates for each assessment; and (v) the amounts paid upon such account and the balance due thereon.

7.7 A financial statement of the accounts of the Association shall be made annually by an auditor, accountant, or Certified Public Accountant designated by the Board and a copy of a report of such audit shall be furnished to each Member not later than the first day of March of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon delivery or mailing thereof to the Member at the Association Member's last known address as shown on the books and records of the Association.

#### Section 8. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations for the operations of Garden Patio Villas, or amend or rescind any such existing rules and regulations; provided, however, that such rules and regulations shall not be inconsistent with any of the terms or provisions of any of the Villa Documents. Copies of any rules and regulations as promulgated, amended or rescinded, shall be mailed to all Members at the last known address of the Members as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

#### Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of Members of the Association and of the Board; provided, however, if such rules and regulations are in conflict with any of the Villa Documents, then the respective Villa Documents, as the case may be, shall apply and govern.

#### Section 10. Amendment of the By-Laws

10.1 These By-Laws may be amended by the Members at an Annual Meeting or a special meeting of the Members and by the Board at a regular or special meeting of the Board.

10.2 An amendment may be first considered by either the Members or the Board and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the Members or the Board) at which such proposed amendment shall be considered. Upon approval of a proposed amendment by either the Members or the Board, such proposed amendment shall be submitted for approval to the other of said bodies. Approval by the Members must be by a vote of at least a majority of the Members present at a meeting of the Members at which a quorum is present and approval by the Board must be by at

least a majority of the Directors present at a meeting of the Directors at which a quorum is present.

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

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

GARDEN PATIO VILLAS ASSOCIATION, INC.

(SEAL)

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

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

77-206418

CERTIFICATE OF AMENDMENT TO DECLARATION  
OF  
GARDEN PATIO VILLAS ASSOCIATION, INC.

We, the undersigned, being duly elected officers of Garden  
Patio Villas Association, Inc., a Florida Corporation not for profit, do  
hereby certify that the following resolutions amending Article VI, Section C(1)  
of the Declaration of Cluster Covenants and Article V, Section A and Section  
B(1) and Article IV, Section A of the Declaration of Covenants and Easements,  
recorded in Official Records Book 6813, pages 67 through 92 of the Public  
Records of Broward County, Florida, were duly proposed and unanimously  
adopted by the Board of Directors and by majority vote of the general  
membership of the unit owners of Garden Patio Villas Association, Inc.,  
duly held upon appropriate notice on August 24, 1977.

77 SEP 16 AM 11:20

WHEREAS the Board of Directors and the general membership of  
unit owners of Garden Patio Villas Association, Inc., desire to amend the  
Declaration of Cluster Covenants and the Declaration of Covenants and  
Easements of Garden Patio Villas Association, Inc.

NOW, THEREFORE, BE IT RESOLVED that Article VI, Section  
C(1) of the Declaration of Cluster Covenants and Article V, Section A, second  
paragraph and Article V, Section B(1) and Article IV, Section A shall  
henceforth be amended by adding the following language:

Provided, however, that charges for water may be allocated  
equally to all unit owners at the discretion of the Board, and  
that the Board may establish an estimated monthly water charge  
in lieu of determining the actual water charge for each unit in  
each cluster. Such estimated charges shall be adjusted periodically  
to reflect actual costs, but not less than annually. In the  
event there is any conflict between this amendment and any  
other provision of the Garden Patio Villas Association, Inc.,  
documents, this amendment shall prevail.

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PAGE 4 OF 5

DONALD G. SCHIFF  
ATTORNEY AT LAW  
7600 MARGATE BLVD.  
MARGATE, FLA. 33063

(305) 971-7810

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dlc

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9<sup>th</sup> day of September, 1977.

GARDEN PATIO VILLAS ASSOCIATION, INC.

By William D. Titterton  
*Pres.*

Attest: Ben Falk  
*Secretary*

Witnessed:

Donald G. Schiff  
Notary Public

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that this day in the State and County last  
foresaid, before me, an officer duly authorized and acting, personally  
appeared WILLIAM D. TITTERTON, PRES and A. DARRIN, ACTING SEC.  
to me well known and known to me to be such officers of Garden Patio Villas  
Association, Inc. described in and who executed the foregoing certificate and  
they acknowledged then and there before me that they executed said  
Certification for the purposes therein contained.

WITNESS my hand and official seal this 9<sup>th</sup> day of September,  
1977.

Donald G. Schiff  
Notary Public

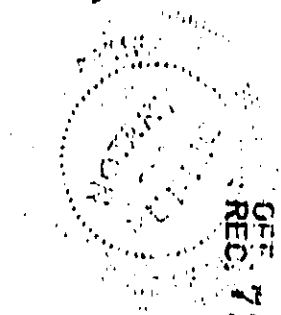
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 11 1981  
BONDED THRU GENERAL INS. UNDERWRITERS

Prepared By and Return to  
Donald G. Schiff  
Attorney at Law  
7660 Margate Blvd.  
Margate, Fla. 33063

DONALD G. SCHIFF  
ATTORNEY AT LAW  
7660 MARGATE BLVD.  
MARGATE, FLA. 33063  
(305) 971-7610

RECORDED IN THE OFFICE OF THE CLERK  
OF BROWARD COUNTY, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR



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