

**The
Lakes** of
Oakland
Forest

P R O S P E C T U S
FOR
THE LAKES OF OAKLAND FOREST, A CONDOMINIUM

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

S U M M A R Y

1. THIS CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTERESTS.
2. THERE IS (IS TO BE) A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH ORLEANS CONSTRUCTION CO. OF FLORIDA, INC.

Reference is hereby made to Paragraph 4, Page 2, of this PROSPECTUS, and Exhibit 6 to this PROSPECTUS.

3. THE DEVELOPER (OR OTHER PERSON) HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

Reference is hereby made to Paragraph 5, Page 3, of this PROSPECTUS and ARTICLE VIII, Page 3, of the Articles of Incorporation of THE LAKES OF OAKLAND FOREST CONDOMINIUM, INC.

4. THE LEASE OF UNITS IS RESTRICTED OR CONTROLLED.

Reference is hereby made to Paragraph 6, Page 3, of this PROSPECTUS and Paragraph 18.1.3, Page 20, of the Declaration of Condominium.

5. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

Reference is hereby made to Paragraph 14, Page 4, of this PROSPECTUS and Article VIII of the Declaration of Covenants and Restrictions of Oakland Forest.

6. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.
7. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE AND A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.
8. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

THE LAKES OF OAKLAND FOREST, A CONDOMINIUM

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*plumbing
repairs
10.4*

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THE LAKES OF OAKLAND FOREST, A CONDOMINIUM

PROSPECTUS

The information contained in this Prospectus is provided pursuant to the requirement of Florida Statutes, Section 718.504, in order to acquaint you, a prospective purchaser, with certain pertinent information concerning this Condominium and to aid you in your decision to purchase a unit.

1. DESCRIPTION OF THE CONDOMINIUM:

1.01 Name and Location. The name of this Condominium is THE LAKES OF OAKLAND FOREST, A CONDOMINIUM (the "Condominium"). The Condominium will be located in the City of Oakland Park, Broward County, Florida. Exhibit "A" of the Declaration of Condominium (the "Declaration"), a copy of which is attached to this Prospectus as Exhibit 4, contains a legal description of all of the property which may become part of the Condominium.

1.02 Buildings and Units. The Condominium is being developed in 17 building phases, a recreation phase, a road phase and a lake phase pursuant to Florida Statutes, Section 718.403. Initially, the Condominium will consist only of Phase 1 and a copy of the proposed Survey and Plot Plan of Phase 1 is contained in Exhibit "C" of the Declaration. The legal descriptions of the remaining phases are contained in Exhibit "D" of the Declaration. Exhibit "B" of the Declaration contains a proposed Site Plan, which depicts the relative location of the various phases, the buildings within each phase, the Units within the buildings, and proposed recreational facilities and other areas, if all of the phases are added to the Condominium. Exhibit "1" of this Prospectus sets forth the planned number of bedrooms and bathrooms in each Unit. If all of the phases are added, there will be 136 Units within the Condominium, which is the maximum number of Units which will use facilities in common with the Condominium, except as elsewhere described.

1.03 Estimated Date of Completion. The estimated date of completion of the phase of the Condominium in which your Unit is located will be set forth on Page 1 of your Purchase Agreement, if not now completed. A copy of the form purchase agreement is attached as Exhibit "7" of this Prospectus.

2. THE CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTEREST:

The Developer intends to create and sell Units in the Condominium as fee simple interests. Accordingly, you will exclusively own your Unit, and an undivided interest in the common elements. A copy of the proposed deed for the transfer of the Units is attached as Exhibit "9" of this Prospectus. The Developer has and does reserve the right to lease any Units which the Developer is unable to sell within a reasonable time. However, the Developer's current plan does not include a program of leasing any Units.

3. RECREATIONAL AND OTHER COMMONLY USED FACILITIES THAT MAY BE USED ONLY BY UNIT OWNERS IN THE CONDOMINIUM:

In addition to the building phases, there is a recreation phase planned for the Condominium. The legal description of the recreation phase is contained in Exhibit "D" of the Declaration, and the location of the recreation phase is shown in Exhibit "B" of the Declaration.

Although the Developer reserves the right to add the recreation phase to the Condominium at any time, the Developer will not be obligated to add the recreation phase unless and until four (4) phases in addition to Phase 1 are added to the Condominium so that the Condominium consists of at least forty (40) units.

If the recreational phase is added to the condominium, the recreational facilities will be owned by the Unit Owners within the Condominium as part of the common elements. There will not be any recreational lease or club membership associated with these facilities.

If for any reason all of the phases are not added to the Condominium, the Developer has reserved the right to permit the residents of any other condominium which is developed within the property described in Exhibit "A" of the Declaration of Condominium to use the recreational facilities which are added

to this Condominium. In that event, such other condominium would be required to pay a portion of the costs of owning, operating and maintaining the recreational facilities. Paragraph 25.1 of the Declaration of Condominium contains detailed provisions concerning the foregoing.

If the recreational phase is not required to be, and is not, added to the Condominium, then the Unit Owners in this Condominium may be given the right to use the other recreational facilities which are located within the property described in Exhibit "A" of the Declaration of Condominium. In that event, this Condominium will have to pay a proportionate share of the costs of owning, operating and maintaining such recreational facilities. Paragraph 25.2 of the Declaration of Condominium contains detailed provisions concerning the foregoing.

The facilities which are to be included in the recreation phase, if same is added to the Condominium, are as follows:

3.01 A building to be located approximately as shown on Exhibit "B" of the Declaration of Condominium containing the following rooms:

<u>Room</u>	<u>Approximate Square Footage</u>	<u>Approximate Capacity</u>
General Purpose	1,000	15 Persons
Kitchen	130	3 Persons
Office	86	2 Persons
Storage	50	1 Person
Men's Room	144	3 Persons
Ladies' Room	144	3 Persons

3.02 A heated swimming pool to be located approximately as shown on Exhibit "B" of the Declaration of Condominium, which will contain approximately 1,500 square feet of surface area, will have a minimum depth of approximately 3 feet and a maximum depth of approximately 6 feet, and will have a capacity of approximately 15 persons. A concrete deck will be constructed around the pool, having an area of approximately 4,000 square feet and a capacity of approximately 30 persons.

3.03 A tot lot to be constructed approximately as shown on Exhibit "B" of the Declaration of Condominium, which will contain approximately 4,500 square feet of area and will have a capacity of approximately 10 persons.

3.04 The Developer will spend a minimum of Five Hundred (\$500.00) Dollars to purchase personal property for the recreational facilities, the kind, nature and value of which will be determined by the Developer.

4. THERE IS (IS TO BE) A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH ORLEANS CONSTRUCTION CO. OF FLORIDA, INC.

The Condominium Association has or will enter into a Management Agreement with ORLEANS CONSTRUCTION CO. OF FLORIDA, INC., which is an affiliate of the Developer, for the management of the Condominium. The initial term of the Management Agreement is for a period of one (1) year, commencing on the date of the closing of the first Unit in the Condominium, and the term may be automatically extended for nine (9) additional one-year terms. The Management Agreement may be terminated by the management company by either party upon at least thirty (30) days written notice to the other.

The services to be provided pursuant to the Management Agreement include, but are not limited to: the operation, maintenance, repair and replacement of Condominium property and common elements; procuring and keeping in force all insurance required by the Declaration; maintaining the Condominium Association's books and records; preparing and recommending budgets for assessments; the collection of assessments from the Unit Owners; and the attendance at meetings of the Unit Owners. Paragraph 5 of the Management Agreement sets forth in detail the services to be provided by the Management Firm pursuant to the Management Agreement.

Pursuant to the Management Agreement, the Management Firm will be paid a management fee of Four (\$4.00) Dollars per month [Forty-eight (\$48.00) Dollars per year] for each Unit in the condominium from time to time. The management fee may be increased by mutual agreement of the management company and the Condominium Association after the first year of the term of the Management Agreement.

5. THE DEVELOPER (OR OTHER PERSON) HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

The Board of Directors of the Condominium Association will initially consist of three (3) Directors. Pursuant to the Declaration and the Articles of Incorporation of the Condominium Association, the Developer currently has the right to appoint all of the Directors. Upon certain occurrences, as set forth in the Articles of Incorporation, and as provided by the Florida Condominium Act, the Unit Owners will be entitled to elect some or all of the Directors. The provisions dealing with the right of the Unit Owners to elect Directors are contained within Article VIII of the Articles of Incorporation, attached as Exhibit "E" of the Declaration.

6. THE LEASE OF UNITS IS RESTRICTED OR CONTROLLED.

Paragraph 18.1.3 of the Declaration of Condominium restricts leases to a minimum of three (3) months.

7. RESTRICTIONS IMPOSED ON THE USE OF UNITS.

Paragraph 18 of the Declaration of Condominium sets forth certain restrictions concerning the use of Units, the Condominium property, and the recreational facilities. In addition, certain other restrictions are set forth in the rules and regulations of the Condominium Association, a copy of which is included as Exhibit "5" of this Prospectus. These restrictions, rules and regulations have been imposed in the best interests of all of the Unit Owners within the Condominium to make the Condominium a pleasant, clean and enjoyable community. A summary of the more important restrictions, rules and regulations are as follows:

7.01 Units may be occupied and used for residential purposes only, and not for business, commercial or other purposes.

7.02 The exterior of all Units and all common areas are to be kept free of obstructions. No exterior alterations or improvements, including landscaping, are permitted without the prior written consent of the Condominium Association.

7.03 No exterior clothes lines or hanging of clothes is permitted.

7.04 No more than one cat, or one dog not exceeding 25 lbs. at maturity, is permitted in any Unit. In addition, fish, birds and other small animals are permitted so long as they are not kept for commercial purposes and are exclusively and continuously confined to cages, tanks, or other similar enclosures.

7.05 No acts are permitted which are a nuisance or annoyance to other Unit Owners.

7.06 There are no restrictions on children residing in Units. However children under twelve (12) years of age must be accompanied by an adult in the recreational facilities.

8. UTILITIES.

Utilities and other services will be provided as follows:

8.01 Electric service will be supplied by Florida Power and Light Company.

8.02 Sewage and waste disposal, and water supply, will be provided by the City of Oakland Park.

8.03 Solid waste pick-up and disposal will be supplied by the City of Oakland Park, or by a contractor of the Condominium Association.

8.04 Storm water run-off and drainage will be provided by a positive drainage system which conducts flow into nearby lakes and canals.

8.05 Telephone service will be supplied by Southern Bell Telephone Company.

9. APPORTIONMENT OF COMMON EXPENSES.

Each Unit Owner of a Unit in the Condominium will be apportioned an equal share of the common expenses and ownership of the common elements equal to 1/" , " " " being the total number of Units in the Condominium from time to time.

10. ESTIMATED OPERATING BUDGET AND ASSESSMENTS.

An estimated operating budget for 1983 is attached to this Prospectus as Exhibit "2." As indicated, each Unit Owner will be assessed a monthly assessment as set forth in the budget. As indicated in the budget, the monthly assessment will be reduced until the recreational facilities are added to the Condominium or available for use by the Unit Owners.

11. ESTIMATED CLOSING EXPENSES.

A schedule of estimated closing expenses to be paid by each buyer of a Unit is attached to this Prospectus as Exhibit "3". A title insurance policy will be provided to each Unit Owner after the closing of the sale of the Unit at the BUYER's expense, if ordered by the BUYER.

12. IDENTIFICATION OF DEVELOPER.

The Developer of this Condominium is PALM-AIRE VILLAGE, INC. The principal directing the creation and sale of the Condominium is PALM-AIRE VILLAGE, INC. Mr. Thor Amlie, who is the President of the Developer. Mr. Amlie and the Developer have developed over 1,000 condominium units in South Florida.

13. SPECIAL PROVISIONS REGARDING PHASE DEVELOPMENT.

As previously indicated, this Condominium is being developed in phases. A complete description of the phasing is contained in Paragraph 23 of the Declaration of Condominium. As described therein, although the Developer intends at this time to develop all of the phases of the Condominium, the Developer reserves the right not to develop one or more phases in its sole discretion. The Developer reserves the right to make minor changes in the location, size and configuration of the Units, buildings and common elements in any phase, and to make minor changes in the legal description of a phase required to accommodate such changes or to comply with applicable governmental requirements such as parking and set-back, prior to the time the phase is actually added to the Condominium. However, no such change to any phase shall result in a substantial deviation from the Units, buildings and common elements shown on Exhibit "B" of the Declaration of Condominium, and in no event shall changes be made to the number of buildings, the number of stories within any building, the number of Units within any building or within any story of any building, or the total number of Units, within any phase. Furthermore, all buildings and Units added to the Condominium shall be of comparable quality of construction to the Units initially included in the Condominium. In the event one or more of the phases are not added to the Condominium, the land comprising such phases may be developed in accordance with Paragraph 24 of the Declaration of Condominium.

14. THE OAKLAND FOREST COMMUNITY. This Condominium is located within a residential development known as "Oakland Forest." The entire Oakland Forest community, including this condominium, is subject to a Declaration of Covenants and Restrictions of Oakland Forest (the "Master Declaration"), which is administered by the Oakland Forest Property Owners Association, Inc. (the "Master Association"). A copy of the Master Declaration, and of the Articles and Bylaws of the Master Association, are included in Exhibit "10" of this Prospectus.

The Condominium Association will be a member of the Master Association, and will be required to pay assessments to the Master Association. These assessments will be Twenty-one (\$21.00) Dollars per calendar quarter for each Unit in the Condominium during 1983. Commencing January 1, 1984, the assessments will be based upon a budget of the Master Association.

The assessments payable by the Condominium Association to the Master Association are common expenses of the Condominium, and are included in the Estimated Operating Budget in determining assessments payable by the Unit Owners.

Although the Unit Owners in the Condominium will not be directly responsible for the payment of these assessments to the Master Association, if the Condominium Association defaults in the payment of assessments to the Master Association, the Master Association will have a lien on each Unit in the Condominium. In that event, any Unit Owner will be entitled to a release of that lien upon payment to the Master Association of his proportionate share of the monies owed to the Master Association, equal to his fractional share in the common elements of the Condominium. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR OF THE RECREATIONAL OR COMMONLY-USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

15. INSURANCE.

The Condominium Association is required to purchase casualty insurance for the Condominium, which will include the building in which your Unit will be located, and liability insurance for injuries to persons or property. However, these policies will not include coverage of your personal property and improvements you may make in your Unit, and may not include personal liability which you may have for personal injury or property damage caused by you or in your Unit. Like any other homeowner, casualty insurance for your personal property and improvements and individual personal liability insurance, will be your responsibility.

16. FLOOR PLANS.

Exhibit "12" of this Prospectus contains proposed floor plans of the Units that the Developer plans to construct within the Condominium.

EXHIBIT "1"

TO

PROSPECTUS

Each phase contains one (1) two (2)-story building, which contains eight (8) units.

In Building No. 1, Units 101, 104, 201 and 204 will contain two (2) bedrooms and one (1) bathroom. Units 102, 103, 202 and 203 each contain two (2) bedrooms and two (2) bathrooms.

In Building No. 2, Units 101, 103, 201 and 203 will contain one (1) bedroom and one (1) bathroom, and Units 102, 104, 202 and 204 will contain two (2) bedrooms and two (2) bathrooms.

In Building Nos. 4, 6, 8, 9, 10, 11, 12 and 17, each unit is planned to contain two (2) bedrooms and two (2) bathrooms.

In Building Nos. 3 and 5, Units 101, 103, 201 and 203 will contain one (1) bedroom and one (1) bathroom, and Units 102, 104, 202 and 204 will contain two (2) bedrooms and one (1) bathroom.

In Building Nos. 7, 14, 15 and 16, each unit is planned to contain two (2) bedrooms and one (1) bathroom.

In Building No. 13, each unit is planned to contain one (1) bedroom and one (1) bathroom.

The number of bedrooms and bathrooms in each unit as set forth above represent the present plans of the developer. The developer reserves the right to change the number of bedrooms and bathrooms in any unit prior to the time the building in which the unit is located is added to the condominium.

If all of the phases are added, there will be a total of seventeen (17) buildings in the condominium, in turn containing a total of one hundred thirty-six (136) units.

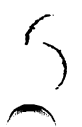
EXHIBIT "2"

TO PROSPECTUS OF THE LAKES OF OAKLAND FOREST, A CONDOMINIUM

ESTIMATED OPERATING BUDGET FOR 1983

	Phase 1 - 8 Units		All Phases - 136 Units	
	Monthly	Annual	Monthly	Annual
Administration of the Association	\$ 8.00	\$ 96.00	\$ 136.00	\$ 1,632.00
and Fees Payable to the Division	32.00	384.00	544.00	6,528.00
Management Fees	144.00	1,728.00	2,448.00	29,376.00
Maintenance	88.00	1,056.00	1,496.00	17,952.00
Insurance	32.00	384.00	544.00	6,528.00
Operating Capital and Other Expenses	24.00	288.00	408.00	4,896.00
Roof Reserves	48.00	576.00	816.00	9,792.00
Painting Reserves	24.00	288.00	408.00	4,896.00
Asphalt Reserves	80.00	960.00	1,360.00	16,320.00
Utilities and Trash Removal				
Rent for Recreational and Other				
Commonly-Used Facilities	N/A	N/A	N/A	N/A
Taxes Upon Association Property	N/A	N/A	N/A	N/A
Taxes Upon Lease Areas	N/A	N/A	N/A	N/A
Security Provisions	N/A	N/A	N/A	N/A
Assessments to Oakland Forest Property	56.00	672.00	952.00	11,424.00
Owners Association				
TOTAL	\$ 536.00	\$6,432.00	\$9,112.00	\$109,344.00
ESTIMATED ASSESSMENT PER UNIT	\$ 67.00	\$ 804.00	\$ 67.00	\$ 804.00

EXHIBIT "2" TO PROSPECTUS



NOTES TO ESTIMATED OPERATING BUDGET

1. This budget is for calendar year 1983. After 1983, the budget and assessments payable by the unit owners may be increased.
2. Assessments will be due and payable monthly on the first day of each month.
3. At the present time assessments are not being collected by the Oakland Forest Property Owners' Association, Inc., and until such time as assessments are collected by that association, the monthly assessment for each unit will be reduced by \$7.00 per month (\$84.00 per year).
4. Until such time as the recreational facilities are completed and available for use, assessments will be reduced by \$6.00 per month (\$72.00 per year).
5. As additional phases are added to the condominium, each item shown on the estimated operating budget for Phase 1 will be increased in direct proportion to the increased number of units in the condominium. This will result in the total amount of common expenses to be collected pursuant to the budget to be increased, although the actual budgeted assessment for each unit will remain the same due to the increased number of units in the condominium.
6. The amounts shown on the estimated operating budget are estimates of the expenses to be incurred by the condominium association. Because these expenses have been estimated prior to the construction and operation of the condominium, it is anticipated the actual expenses as to any item, or as to the total expenses to be incurred, will be different from the amounts indicated in the budget based upon actual operations, and accordingly no representation is made as to the accuracy of the amounts shown on the estimated operating budget.

EXHIBIT "3"

TO

PROSPECTUS

Upon the closing of a unit, each purchaser will be responsible for the following closing expenses:

1. Documentary stamps and the cost of recording the deed, which is approximately .45% of the purchase price.

2. Owner's title insurance.

3. Working capital contribution to the Condominium Association equal to two (2) months assessments for common expenses.

4. A pro rata portion of the then existing periodic assessment of the Condominium Association for the period in which the closing takes place.

5. A pro rata portion of the real estate and other taxes, and municipal service taxes, if any, attributable to the purchaser's unit for the year in which the closing takes place.

6. Any deposits, installation charges or hook-up fees for utility services for the purchaser's unit.

7. Attorneys' fees, if any, charged by the purchaser's attorney.

8. Casualty insurance for the purchaser's unit and dwelling.

9. If the purchaser obtains a mortgage for the financing of his unit, in addition to the above expenses, the purchaser is warned that the following expenses may be required to be paid, and if the purchaser is assuming the developer's mortgage, the purchaser will be required to reimburse the developer for the foregoing expenses: any amounts for principal, interest, taxes, insurance or private mortgage insurance required by the lender to be paid, prepaid or escrowed at the closing; points; attorneys' fees of the lender; mortgagee title insurance; abstract charges; escrow fees; documentary stamps; intangible tax; recording fees; survey charges; mortgage service fees; assumption fees or mortgage transfer fees; and any other costs or expenses charged in connection with the obtaining or transfer of a mortgage to the purchaser.

EXHIBIT "A"
TO DECLARATION OF COVENANTS AND RESTRICTIONS

DESCRIPTION: LANDS TO BE REZONED TO P.U.D.

A portion of Tract A, OAKLAND FOREST, according to the plat thereof, recorded in Plat Book 76, at Page 25, of the Public Records of Broward County, Florida, TOGETHER WITH a portion of the North one-half (N $\frac{1}{2}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of said Section 20, being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 20; THENCE on an assumed bearing of North 0°15'00" East, along the West line of said Section 20, a distance of 1000.01 feet; THENCE East, parallel with the South line of said Section 20, a distance of 60.03 feet to the POINT OF BEGINNING; THENCE continue East, along the last described course, a distance of 424.60 feet; THENCE North, a distance of 65.00 feet; THENCE East, a distance of 400.00 feet; THENCE South, a distance of 82.77 feet; THENCE East, a distance of 283.10 feet; THENCE South 08°05'00" East, a distance of 320.00 feet to the Point of Curvature of a circular curve concave Northeasterly; THENCE Southeasterly along the arc of said curve, having a radius of 320.00 feet, a central angle of 33°15'00", and an arc distance of 185.70 feet to a Point of Reverse Curvature of a circular curve concave Southwesterly; THENCE Southeasterly along the arc of said curve, having a radius of 150.00 feet, a central angle of 41°20'00", and an arc distance of 108.21 feet; THENCE East, along a line radial to the last described curve, a distance of 1316.31 feet to a POINT OF INTERSECTION with the East line of the said Southwest one-quarter (SW $\frac{1}{4}$) of Section 20; THENCE North 0°34'39" East along the East line of the said Southwest one-quarter (SW $\frac{1}{4}$) of Section 20, a distance of 975.73 feet to the Southwest corner of the said North one-half (N $\frac{1}{2}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 20; THENCE South 89°58'44" East, along the South line of the said North one-half (N $\frac{1}{2}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 20; a distance of 215.07 feet; THENCE North 2°44'49" East, a distance of 20.72 feet; THENCE North 87°15'11" West, a distance of 100.16 feet; THENCE North 72°34'48" West, a distance of 41.42 feet; THENCE North 27°44'05" West, a distance of 111.29 feet; THENCE North 0°42'31" West, a distance of 143.91 feet; THENCE North 5°48'43" West, a distance of 61.82 feet; THENCE North 56°39'34" West, a distance of 14.56 feet; THENCE South 84°27'55" West, a distance of 31.11 feet; THENCE North 36°40'32" West, a distance of 67.20 feet; THENCE South 87°49'06" West, a distance of 42.03 feet; THENCE North 15°53'23" West, a distance of 191.21 feet; THENCE North 7°27'46" East, a distance of 84.62 feet; THENCE North 1°41'31" East, a distance of 138.86 feet; THENCE North 10°54'11" East, a distance of 151.84 feet; THENCE North 9°13'19" East, a distance of 150.44 feet; THENCE North 3°54'09" East, a distance of 181.32 feet; THENCE North 4°17'58" East, a distance of 51.85 feet; THENCE North 89°57'30" West, along a line parallel with and 40.00 feet South of, as measured at right angles to the North line of the said Southwest one-quarter (SW $\frac{1}{4}$), a distance of 2508.52 feet; THENCE South 00°15'00" West, along a line parallel with and 60.00 feet East of, as measured at right angles to the said West line of Section 20, a distance of 441.66 feet; THENCE South 44°45'00" East, a distance of 49.50 feet; THENCE South 89°45'00" East, a distance of 12.00 feet; THENCE South 00°15'00" West, along a line parallel with and 107.00 feet East of, as measured at right angles to the said West line of Section 20, a distance of 80.00 feet; THENCE South 45°15'00" West, a distance of 49.50 feet; THENCE South 00°15'00" West, along a line parallel with, and 72.00 feet East of, as measured at right angles to the said West line of Section 20, a distance of 150.00 feet; THENCE South 07°05'34" West, a distance of 100.72 feet; THENCE South 00°15'00" West, along a line parallel with, and 60.00 feet East of, as measured at right angles to the said West line of Section 20, a distance of 869.99 feet; THENCE South 00°53'44" East, a distance of 1.69 feet to the Point of Beginning.

AS DEPICTED ON THE ATTACHED SKETCH.

DESCRIPTION: EXHIBIT "A", THE LAKES OF OAKLAND FOREST, A CONDOMINIUM-OVERALL

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH 00°34'39" EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75 FEET; THENCE NORTH 89°25'21" WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°25'21" WEST, A DISTANCE OF 175.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 271.28 FEET, A CENTRAL ANGLE OF 21°59'26" AND AN ARC DISTANCE OF 104.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 68°35'13" WEST, A DISTANCE OF 125.73 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 42°14'46" AND AN ARC DISTANCE OF 195.39 FEET TO THE POINT OF TANGENCY; THENCE NORTH 69°10'02" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 935.00 FEET, A CENTRAL ANGLE OF 10°00'00" AND AN ARC DISTANCE OF 163.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH 79°10'02" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 865.00 FEET, A CENTRAL ANGLE OF 06°22'15" AND AN ARC DISTANCE OF 96.18 FEET TO THE POINT OF TANGENCY; THENCE NORTH 72°47'47" WEST, A DISTANCE OF 55.67 FEET, THE LAST NINE COURSES BEING ALONG A PORTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH OAKLAND FOREST DRIVE, AS RECORDED IN OFFICIAL RECORDS BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 17°12'13" EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 231.23 FEET; THENCE NORTH 75°03'36" EAST, A DISTANCE OF 246.13 FEET; THENCE NORTH 57°34'50" EAST, A DISTANCE OF 411.69 FEET; THENCE SOUTH 89°56'21" EAST, A DISTANCE OF 98.12 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY, SAID POINT BEARING SOUTH 41°32'53" WEST FROM THE RADIUS POINT OF SAID CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 370.63 FEET, A CENTRAL ANGLE OF 16°18'28" AND AN ARC DISTANCE OF 105.49 FEET; THENCE NORTH 57°51'22" EAST, ALONG A LINE RADIAL TO THE LAST AND NEXT DESCRIBED CURVES, A DISTANCE OF 25.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 345.63 FEET, A CENTRAL ANGLE OF 29°50'58" AND AN ARC DISTANCE OF 180.06 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 61°59'36" EAST, A DISTANCE OF 90.98 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 62°34'15" AND AN ARC DISTANCE OF 393.14 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°34'39" WEST, A DISTANCE OF 163.00 FEET; THENCE SOUTH 45°34'39" WEST, A DISTANCE OF 35.36 FEET TO THE POINT OF BEGINNING, THE LAST THREE COURSES BEING ALONG A PORTION OF NORTHWEST 27TH AVENUE AS RECORDED IN SAID OFFICIAL RECORDS BOOK 9780, AT PAGE 402.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, AND CONTAINING 11.410 ACRES MORE OR LESS.

EXHIBIT "A"

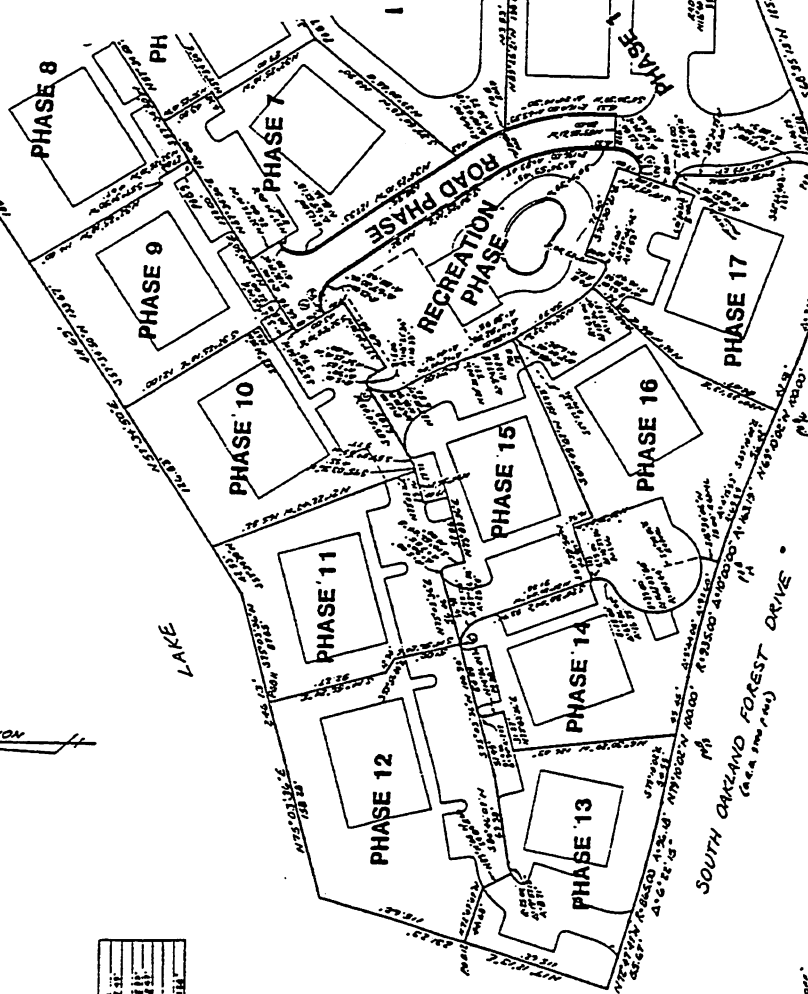
**THE LAKES OF OAKLAND FOREST, A CONDOMINIUM
EXHIBIT "B"**

TO THE DECLARATION OF CONDOMINIUM

See Next Page



NO.	CONTRACT	DATE
1	CONTRACT NO. 1	DATE
2	CONTRACT NO. 2	DATE
3	CONTRACT NO. 3	DATE
4	CONTRACT NO. 4	DATE
5	CONTRACT NO. 5	DATE
6	CONTRACT NO. 6	DATE
7	CONTRACT NO. 7	DATE
8	CONTRACT NO. 8	DATE
9	CONTRACT NO. 9	DATE
10	CONTRACT NO. 10	DATE



SHEET 1 OF 1 SHEETS
THE LAKES OF OAKLAND FOREST, A CONDOMINIUM

NO.	REVISION	DATE	BY	SCALE	REMARKS
1	AS SHOWN			AS SHOWN	
2					
3					
4					
5					
6					
7					
8					
9					
10					

GRAVEN THOMPSON & ASSOCIATES INC.
ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS



THE LAKES OF OAKLAND FOREST, A CONDOMINIUM

EXHIBIT "B"

TO THE DECLARATION OF CONDOMINIUM

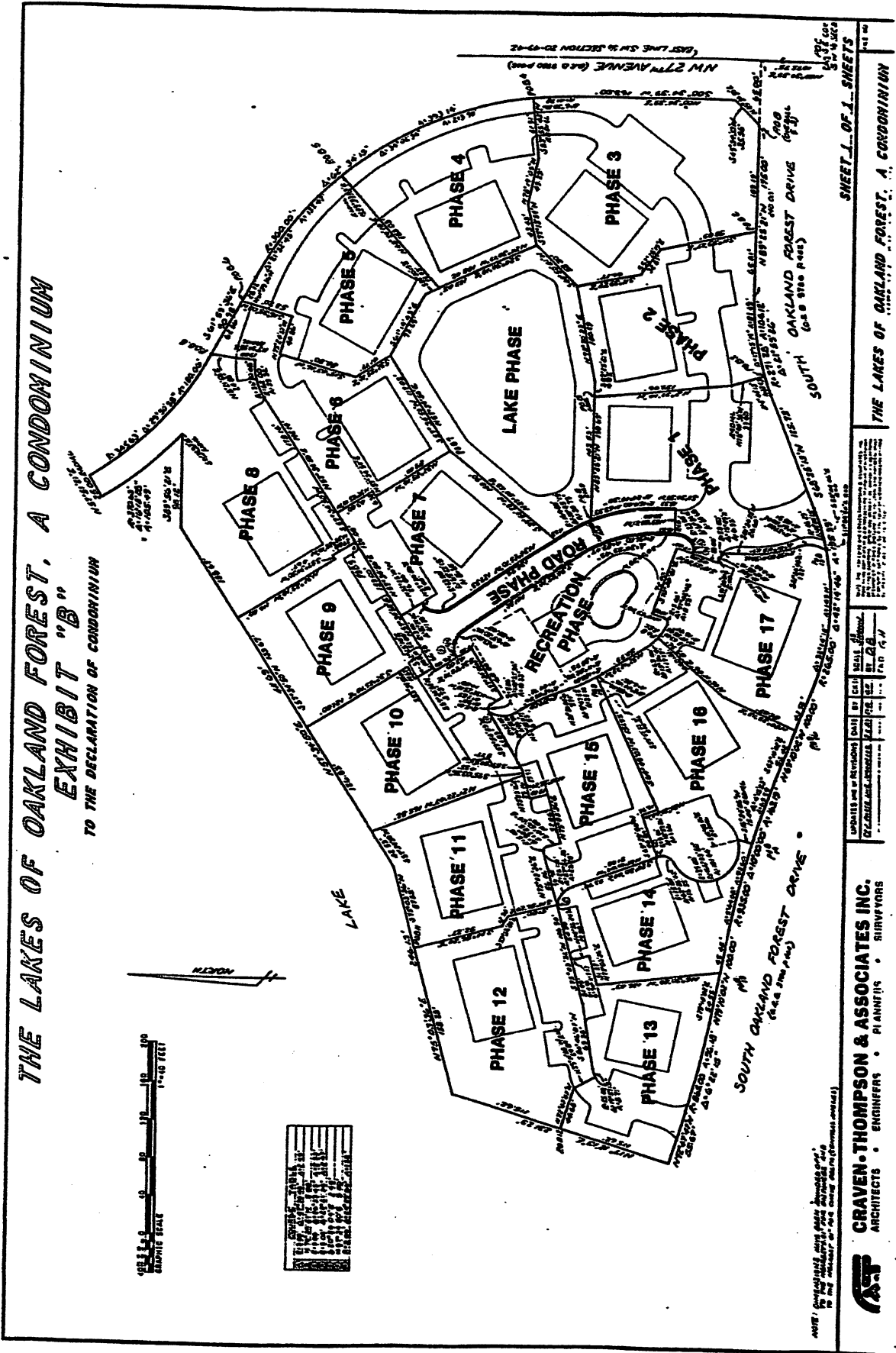


EXHIBIT "B" TO DECLARATION OF CONDOMINIUM

DESCRIPTION: EXHIBIT "C", THE LAKES OF OAKLAND FOREST, A CONDOMINIUM-PHASE 1

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

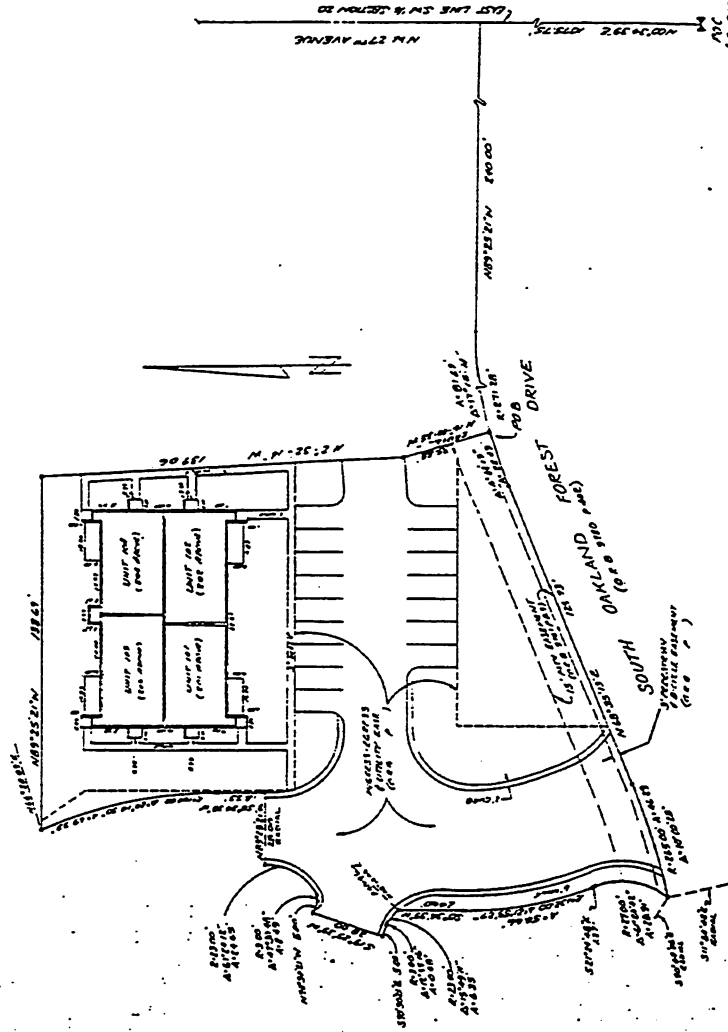
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH 00°34'39" EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75 FEET; THENCE NORTH 89°25'21" WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 240.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 271.28 FEET, A CENTRAL ANGLE OF 17°15'14" AND AN ARC DISTANCE OF 81.69 FEET TO THE POINT OF BEGINNING, THE LAST TWO COURSES BEING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH OAKLAND FOREST DRIVE, AS RECORDED IN OFFICIAL RECORDS BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY; THENCE NORTH 16°40'35" WEST, ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 33.88 FEET; THENCE NORTH 2°32'14" WEST, A DISTANCE OF 139.06 FEET; THENCE NORTH 89°25'21" WEST, A DISTANCE OF 138.69 FEET TO A POINT, SAID POINT BEARING NORTH 66°20'09" EAST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 24°14'30" AND AN ARC DISTANCE OF 69.39 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°34'39" WEST, A DISTANCE OF 18.33 FEET; THENCE NORTH 89°25'21" WEST, ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 28.00 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 61°24'12" AND AN ARC DISTANCE OF 24.65 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE SOUTHWESTERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3.00 FEET, A CENTRAL ANGLE OF 47°30'48" AND AN ARC DISTANCE OF 2.49 FEET TO THE POINT OF TANGENCY; THENCE NORTH 70°30'21" WEST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 19°29'39" WEST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 70°30'21" EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3.00 FEET, A CENTRAL ANGLE OF 12°55'16" AND AN ARC DISTANCE OF 0.68 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 15°49'11" AND AN ARC DISTANCE OF 6.35 FEET TO A POINT, SAID POINT BEARING NORTH 48°14'06" EAST FROM THE RADIUS POINT OF THE LAST DESCRIBED CURVE; THENCE SOUTH 00°34'39" WEST, A DISTANCE OF 24.60 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 132.00 FEET, A CENTRAL ANGLE OF 21°59'27" AND AN ARC DISTANCE OF 50.66 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 21°24'48" EAST, A DISTANCE OF 1.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY; THENCE SOUTHEASTERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF 61°20'42" AND AN ARC DISTANCE OF 28.91 FEET TO A POINT, SAID POINT BEARING SOUTH 50°04'06" EAST FROM THE RADIUS POINT OF THE LAST DESCRIBED CURVE, AND SOUTH 11°24'20" EAST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE, SAID POINT BEING ON THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SOUTH OAKLAND FOREST DRIVE; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 10°00'28" AND AN ARC DISTANCE OF 46.29 FEET TO THE POINT OF TANGENCY; THENCE NORTH 68°35'13" EAST, A DISTANCE OF 125.73 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 271.28 FEET, A CENTRAL ANGLE OF 04°44'13" AND AN ARC DISTANCE OF 22.43 FEET TO THE POINT OF BEGINNING, THE LAST THREE COURSES BEING ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SOUTH OAKLAND FOREST DRIVE.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, AND CONTAINING 0.751 ACRE MORE OR LESS.

EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM



PHASE I



NOTES:
 1) FOR ALL OTHER PERTINENT INFORMATION, REFER TO THE DECLARATION OF CONDOMINIUM.
 2) THIS DRAWING WAS COMPILED FROM FLOOR PLANS & SITE PLAN PREPARED BY FRED AMLEY, ARCHITECT.
 ALL DIMENSIONS SHOWN HEREIN ARE PERMITTED AND DO NOT REFLECT AS-BUILT CONDITIONS.

CERTIFICATION:
 THIS CERTIFICATION, MADE THIS 15th DAY OF APRIL, 1988, BY ME, THE SURVEYOR, THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF FLORIDA, AND THAT I AM NOT PROVIDING ANY PROFESSIONAL SERVICE IN CONNECTION WITH THIS DRAWING, AND THAT THE INFORMATION CONTAINED HEREIN IS SUBSTANTIALLY COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT I AM NOT PROVIDING ANY PROFESSIONAL SERVICE IN CONNECTION WITH THIS DRAWING, AND THAT THE INFORMATION CONTAINED HEREIN IS AN ACCURATE REPRESENTATION OF THE INFORMATION, LOCATION AND DIMENSIONS OF THE PROPERTY, AND THAT THE INFORMATION CONTAINED HEREIN IS AN ACCURATE REPRESENTATION OF THE PROPERTY, AND THAT THE INFORMATION CONTAINED HEREIN IS AN ACCURATE REPRESENTATION OF THE PROPERTY.

FRANK W. WELLS
 SURVEYOR NO. 8888
 STATE OF FLORIDA

SHEET 2 OF 3 SHEETS

THE LAKES OF OAKLAND FOREST I A CONDOMINIUM
 PLOT PLAN
 PHASE I
 EXHIBIT "C"

NO.	REVISION	DATE	BY	SCALE
1	AS SHOWN	4/15/88	FWW	AS SHOWN

UNITS	NO. OF UNITS	DATE	BY
1	1	4/15/88	FWW

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 ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS
 5901 N.W. 31 AVENUE • FORT LAUDERDALE, FLORIDA 33309 • (305) 971-1710
 OFFICES: FORT LAUDERDALE, WEST PALM BEACH, MIAMI, BOCA RATON, MIAMI OAKLAND COCOS



2/21/88

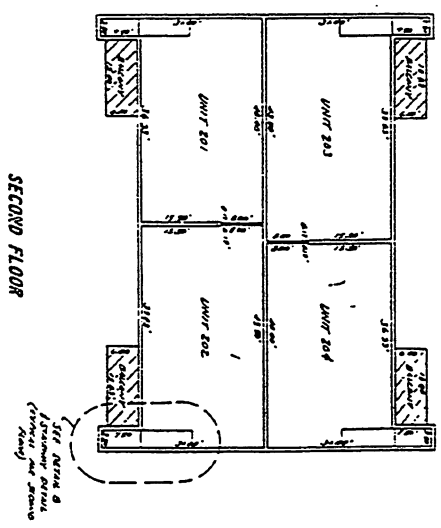
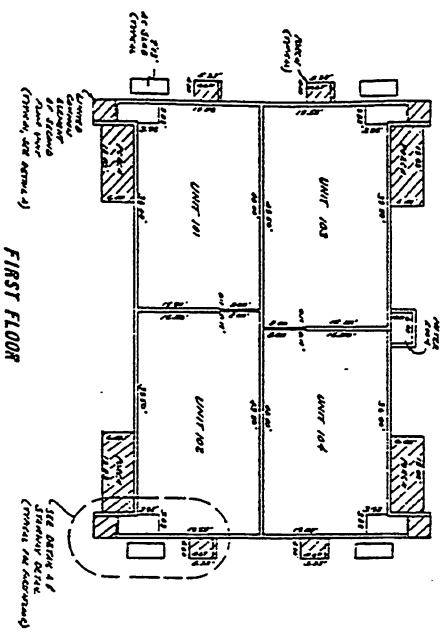
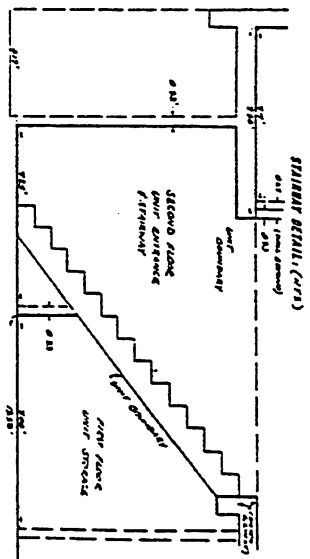
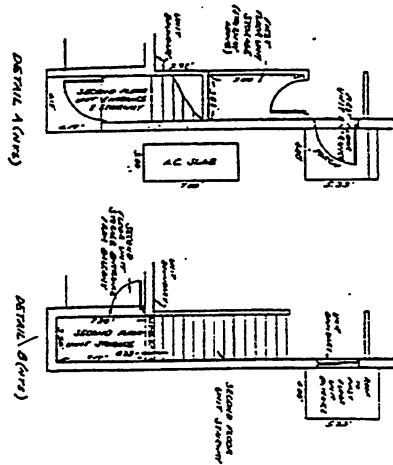
THE LAKES OF OAKLAND FOREST, A CONDOMINIUM

EXHIBIT "E"

TO THE DECLARATION OF CONDOMINIUM

SCALE: 1/8" = 1'-0"

PHASE I
BUILDING NO 1



LEGEND:

FINISHED FLOOR	FIRST FLOOR	SECOND FLOOR
FINISHED CEILING		

- NOTES:
- 1) THE DECLARATION, GROUND MAPS AND PLANS ON THE NATIONAL ELECTRIC SURVEY BASIS OF 1928.
 - 2) PROPERTY DIMENSIONS ARE SHOWN ON THE MAPS OF 1928.
 - 3) ALL-UNIT DIMENSIONS ARE SHOWN ON THE MAPS OF 1928.
 - 4) DIMENSIONS SHOWN ON THE MAPS ARE 0.01 FEET MORE OR LESS THAN SHOWN.
 - 5) DIMENSIONS SHOWN ARE 0.01 FEET MORE OR LESS THAN SHOWN.
 - 6) FOR ALL OTHER DIMENSIONS, REFERENCE IS MADE TO THE DECLARATION OF CONDOMINIUM.
 - 7) THIS DRAWING WAS PREPARED FROM FIELD PLANS PREPARED BY THE ARCHITECT, SUBJECT TO THE RECORDATION AND RECORDING AND ALL OTHER APPLICABLE REGULATIONS.

Craven-Thompson & Associates Inc.
ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS
5801 NW 31 AVENUE • FORT LAUDERDALE, FLORIDA 33309 • (305) 911-7170
OFFICE EQUIPMENT: 3155 STATE ROAD, SUITE 1000, OAKLAND FOREST, FLORIDA 33309

NO.	DATE	DESCRIPTION
1	11/15/87	PRELIMINARY PLAN
2	12/15/87	REVISED PLAN
3	1/15/88	REVISED PLAN
4	2/15/88	REVISED PLAN

THE LAKES OF OAKLAND FOREST, A CONDOMINIUM
UNIT BOUNDARY PLAN
PHASE I
SHEET 3 OF 3 SHEETS
EXHIBIT "E"

DESCRIPTION: EXHIBIT "D", THE LAKES OF OAKLAND FOREST, A CONDOMINIUM-PHASE 2

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH 00°34'39" EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75 FEET; THENCE NORTH 89°25'21" WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 174.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°25'21" WEST, A DISTANCE OF 65.81 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 271.28 FEET, A CENTRAL ANGLE OF 17°15'14" AND AN ARC DISTANCE OF 81.69 FEET, THE LAST TWO COURSES BEING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH OAKLAND FOREST DRIVE, AS RECORDED IN OFFICIAL RECORDS BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY; THENCE NORTH 16°40'35" WEST, ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 34.40 FEET; THENCE NORTH 2°32'14" WEST, A DISTANCE OF 139.06 FEET; THENCE SOUTH 89°25'21" EAST, A DISTANCE OF 4.83 FEET; THENCE NORTH 78°20'33" EAST, A DISTANCE OF 100.29 FEET; THENCE SOUTH 11°39'27" EAST, A DISTANCE OF 66.17 FEET; THENCE SOUTH 52°28'19" EAST, A DISTANCE OF 32.81 FEET; THENCE SOUTH 11°39'27" EAST, A DISTANCE OF 98.09 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, AND CONTAINING 0.524 ACRE MORE OR LESS.

DESCRIPTION: EXHIBIT "D", THE LAKES OF OAKLAND FOREST, A CONDOMINIUM-PHASE 3

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH 00°34'39" EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75 FEET; THENCE NORTH 89°25'21" WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 45°34'39" EAST, A DISTANCE OF 35.36 FEET; THENCE NORTH 00°34'39" EAST, A DISTANCE OF 163.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 06°38'56" AND AN ARC DISTANCE OF 41.78 FEET, THE LAST TWO COURSES BEING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTHWEST 27TH AVENUE, AS RECORDED IN OFFICIAL RECORDS BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY; THENCE SOUTH 83°55'43" WEST, ALONG ALINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 61.91 FEET; THENCE NORTH 78°17'05" WEST, A DISTANCE OF 49.29 FEET; THENCE SOUTH 77°13'54" WEST, A DISTANCE OF 43.43 FEET; THENCE SOUTH 44°50'01" WEST, A DISTANCE OF 58.30 FEET; THENCE SOUTH 11°39'27" EAST, A DISTANCE OF 66.17 FEET; THENCE SOUTH 52°28'19" EAST, A DISTANCE OF 32.81 FEET; THENCE SOUTH 11°39'27" EAST, A DISTANCE OF 98.09 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH OAKLAND FOREST DRIVE, AS RECORDED IN SAID OFFICIAL RECORDS BOOK 9780, AT PAGE 402; THENCE SOUTH 89°25'21" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 109.19 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, AND CONTAINING 0.850 ACRE MORE OR LESS.

DESCRIPTION: EXHIBIT "D", THE LAKES OF OAKLAND FOREST, A CONDOMINIUM-PHASE 4

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH 00°34'39" EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75 FEET; THENCE NORTH 89°25'21" WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.00 FEET; THENCE NORTH 45°34'39" EAST, A DISTANCE OF 35.36 FEET; THENCE NORTH 00°34'39" EAST, A DISTANCE OF 163.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 06°38'56" AND AN ARC DISTANCE OF 41.78 FEET TO THE POINT OF BEGINNING, THE LAST TWO COURSES BEING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTHWEST 27TH AVENUE, AS RECORDED IN OFFICIAL RECORDS BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY; THENCE SOUTH 83°55'43" WEST, ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 61.91 FEET; THENCE NORTH 78°17'05" WEST, A DISTANCE OF 49.29 FEET; THENCE SOUTH 77°13'54" WEST, A DISTANCE OF 43.43 FEET; THENCE NORTH 24°30'19" WEST, A DISTANCE OF 108.02 FEET; THENCE NORTH 48°20'10" EAST, A DISTANCE OF 153.03 FEET TO A POINT, SAID POINT BEARING NORTH 49°53'09" EAST, FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE SOUTHEASTERLY, ALONG THE A PORTION OF THE SAID WESTERLY RIGHT-OF-WAY LINE AND ITS NORTHERLY PROJECTION OF NORTHWEST 27TH AVENUE, BEING ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 34°02'34" AND AN ARC DISTANCE OF 213.90 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, AND CONTAINING 0.574 ACRE MORE OR LESS.

DESCRIPTION: EXHIBIT "D", THE LAKES OF OAKLAND FOREST, A CONDOMINIUM-PHASE 5

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH 00°34'39" EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75 FEET; THENCE NORTH 89°25'21" WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.00 FEET; THENCE NORTH 45°34'39" EAST, A DISTANCE OF 35.36 FEET; THENCE NORTH 00°34'39" EAST, A DISTANCE OF 163.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 40°41'30" AND AN ARC DISTANCE OF 255.67 FEET TO THE POINT OF BEGINNING, THE LAST TWO COURSES BEING ALONG A PORTION OF THE WESTERLY RIGHT-OF-WAY LINE OF NORTHWEST 27TH AVENUE, AS RECORDED IN OFFICIAL RECORDS BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY, AND A PORTION OF THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SAID NORTHWEST 27TH AVENUE; THENCE CONTINUE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 21°52'45" AND AN ARC DISTANCE OF 137.47 FEET TO THE POINT OF TANGENCY; THENCE NORTH 61°59'36" WEST, A DISTANCE OF 28.12 FEET, THE LAST TWO COURSES BEING ALONG THE SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE OF NORTHWEST 27TH AVENUE; THENCE SOUTH 16°35'09" WEST, A DISTANCE OF 53.20 FEET; THENCE NORTH 73°24'51" WEST, A DISTANCE OF 40.86 FEET; THENCE SOUTH 15°43'16" WEST, A DISTANCE OF 80.30 FEET; THENCE SOUTH 32°25'10" EAST, A DISTANCE OF 41.77 FEET; THENCE SOUTH 61°14'43" EAST, A DISTANCE OF 73.29 FEET; THENCE SOUTH 24°30'19" EAST, A DISTANCE OF 15.03 FEET; THENCE NORTH 48°20'10" EAST, A DISTANCE OF 153.03 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, AND CONTAINING 0.525 ACRE MORE OR LESS.

DESCRIPTION: EXHIBIT "D", THE LAKES OF OAKLAND FOREST, A CONDOMINIUM-PHASE 6

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH 00°34'39" EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75 FEET; THENCE NORTH 89°25'21" WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.00 FEET; THENCE NORTH 45°34'39" EAST, A DISTANCE OF 35.36 FEET; THENCE NORTH 00°34'39" EAST, A DISTANCE OF 163.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 62°34'15" AND AN ARC DISTANCE OF 393.14 FEET TO THE POINT OF TANGENCY; THENCE NORTH 61°59'36" WEST, A DISTANCE OF 28.12 FEET TO THE POINT OF BEGINNING, THE LAST THREE COURSES BEING ALONG A PORTION OF THE WESTERLY RIGHT-OF-WAY LINE OF NORTHWEST 27TH AVENUE, AS RECORDED IN OFFICIAL RECORDS BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY, AND A PORTION OF THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SAID NORTHWEST 27TH AVENUE; THENCE SOUTH 16°35'09" WEST, A DISTANCE OF 53.20 FEET; THENCE NORTH 73°24'51" WEST, A DISTANCE OF 40.86 FEET; THENCE SOUTH 15°43'16" WEST, A DISTANCE OF 80.30 FEET; THENCE SOUTH 32°25'10" EAST, A DISTANCE OF 41.77 FEET; THENCE SOUTH 57°34'50" WEST, A DISTANCE OF 117.02 FEET; THENCE NORTH 32°25'10" WEST, A DISTANCE OF 89.00 FEET; THENCE NORTH 57°34'50" EAST, A DISTANCE OF 6.38 FEET; THENCE NORTH 32°25'10" WEST, A DISTANCE OF 43.00 FEET; THENCE NORTH 57°34'50" EAST, A DISTANCE OF 142.14 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 36°20'08" AND AN ARC DISTANCE OF 39.32 FEET; THENCE NORTH 03°54'58" EAST, ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 19.00 FEET; THENCE NORTH 08°21'50" EAST, A DISTANCE OF 24.88 FEET TO A POINT ON THE SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE OF NORTHWEST 27TH AVENUE; THENCE SOUTH 61°59'36" EAST, ALONG SAID PROPOSED RIGHT-OF-WAY LINE A DISTANCE OF 62.86 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, AND CONTAINING 0.510 ACRE MORE OR LESS.

DESCRIPTION: EXHIBIT "D", THE LAKES OF OAKLAND FOREST, A
CONDOMINIUM-PHASE 7

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT
THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS
OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER
(S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE
NORTH 00°34'39" EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF
THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75
FEET; THENCE NORTH 89°25'21" WEST, AT RIGHT ANGLES TO THE LAST
DESCRIBED COURSE, A DISTANCE OF 65.00 FEET; THENCE
NORTH 45°34'39" EAST, A DISTANCE OF 35.36 FEET; THENCE
NORTH 00°34'39" EAST, A DISTANCE OF 163.00 FEET TO THE POINT OF
CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE
NORTHERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A
RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 62°34'15" AND AN ARC
DISTANCE OF 393.14 FEET TO THE POINT OF TANGENCY; THENCE
NORTH 61°59'36" WEST, A DISTANCE OF 28.12 FEET, THE LAST THREE
COURSES BEING ALONG A PORTION OF THE WESTERLY RIGHT-OF-WAY LINE OF
NORTHWEST 27TH AVENUE, AS RECORDED IN OFFICIAL RECORDS BOOK 9780, AT
PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY, AND A PORTION
OF THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SAID NORTHWEST 27TH
AVENUE; THENCE SOUTH 16°35'09" WEST, A DISTANCE OF 53.20 FEET;
THENCE NORTH 73°24'51" WEST, A DISTANCE OF 40.86 FEET; THENCE
SOUTH 15°43'16" WEST, A DISTANCE OF 80.30 FEET; THENCE
SOUTH 32°25'10" EAST, A DISTANCE OF 41.77 FEET; THENCE
SOUTH 57°34'50" WEST, A DISTANCE OF 117.02 FEET TO THE POINT OF
BEGINNING; THENCE SOUTH 39°50'28" WEST, A DISTANCE OF 140.90 FEET;
THENCE NORTH 34°25'10" WEST, A DISTANCE OF 127.33 FEET TO THE POINT
OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY; THENCE
NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID
CURVE, HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 65°22'18"
AND AN ARC DISTANCE OF 26.24 FEET TO THE POINT OF COMPOUND CURVATURE
OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY,
ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3.00 FEET, A CENTRAL
ANGLE OF 26°37'42" AND AN ARC DISTANCE OF 1.39 FEET TO THE POINT OF
TANGENCY; THENCE NORTH 57°34'50" EAST, A DISTANCE OF 5.00 FEET;
THENCE NORTH 32°25'10" WEST, A DISTANCE OF 26.00 FEET; THENCE
NORTH 57°34'50" EAST, A DISTANCE OF 126.00 FEET; THENCE
SOUTH 32°25'10" EAST, A DISTANCE OF 43.00 FEET; THENCE
SOUTH 57°34'50" WEST, A DISTANCE OF 6.38 FEET; THENCE
SOUTH 32°25'10" EAST, A DISTANCE OF 89.00 FEET TO THE POINT OF
BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD
COUNTY, FLORIDA, AND CONTAINING 0.481 ACRE MORE OR LESS.

DESCRIPTION: EXHIBIT "D", THE LAKES OF OAKLAND FOREST, A CONDOMINIUM-PHASE 8

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH 00°34'39" EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75 FEET; THENCE NORTH 89°25'21" WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.00 FEET; THENCE NORTH 45°34'39" EAST, A DISTANCE OF 35.36 FEET; THENCE NORTH 00°34'39" EAST, A DISTANCE OF 163.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 62°34'15" AND AN ARC DISTANCE OF 393.14 FEET TO THE POINT OF TANGENCY; THENCE NORTH 61°59'36" WEST, A DISTANCE OF 90.98 FEET TO THE POINT OF BEGINNING, THE LAST FOUR COURSES BEING ALONG A PORTION OF THE WESTERLY RIGHT-OF-WAY LINE OF NORTHWEST 27TH AVENUE, AS RECORDED IN OFFICIAL RECORDS BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY, AND A PORTION OF THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SAID NORTHWEST 27TH AVENUE; THENCE SOUTH 08°21'50" WEST, A DISTANCE OF 24.88 FEET; THENCE SOUTH 03°54'58" WEST, ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 19.00 FEET; THENCE WESTERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 36°20'08" AND AN ARC DISTANCE OF 39.32 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 57°34'50" WEST, A DISTANCE OF 178.14 FEET; THENCE NORTH 32°25'10" WEST, A DISTANCE OF 27.00 FEET; THENCE SOUTH 57°34'50" WEST, A DISTANCE OF 4.67 FEET; THENCE NORTH 32°25'10" WEST, A DISTANCE OF 116.00 FEET; THENCE NORTH 57°34'50" EAST, A DISTANCE OF 108.67 FEET; THENCE SOUTH 89°56'21" EAST, A DISTANCE OF 98.12 FEET TO A POINT, SAID POINT BEARING SOUTH 41°32'53" WEST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 370.63 FEET, A CENTRAL ANGLE OF 16°18'28" AND AN ARC DISTANCE OF 105.49 FEET; THENCE NORTH 57°51'21" EAST, ALONG A LINE RADIAL TO THE LAST AND NEXT DESCRIBED CURVES, A DISTANCE OF 25.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 345.63 FEET, A CENTRAL ANGLE OF 29°50'58" AND AN ARC DISTANCE OF 180.06 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, AND CONTAINING 0.726 ACRE MORE OR LESS.

DESCRIPTION: EXHIBIT "D", THE LAKES OF OAKLAND FOREST, A
CONDOMINIUM-PHASE 9

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT
THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS
OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER
(S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE
NORTH 00°34'39" EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF
THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75
FEET; THENCE NORTH 89°25'21" WEST, AT RIGHT ANGLES TO THE LAST
DESCRIBED COURSE, A DISTANCE OF 65.00 FEET; THENCE
NORTH 45°34'39" EAST, A DISTANCE OF 35.36 FEET; THENCE
NORTH 00°34'39" EAST, A DISTANCE OF 163.00 FEET TO THE POINT OF
CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE
NORTHERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A
RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 62°34'15" AND AN ARC
DISTANCE OF 393.14 FEET FEET TO THE POINT OF TANGENCY; THENCE
NORTH 61°59'36" WEST, A DISTANCE OF 90.98 FEET, THE LAST FOUR
COURSES BEING ALONG A PORTION OF THE WESTERLY RIGHT-OF-WAY LINE OF
NORTHWEST 27TH AVENUE, AS RECORDED IN OFFICIAL RECORDS BOOK 9780, AT
PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY, AND A PORTION
OF THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SAID NORTHWEST 27TH
AVENUE; THENCE SOUTH 08°21'50" WEST, A DISTANCE OF 24.88 FEET;
THENCE SOUTH 03°54'58" WEST, ALONG A LINE RADIAL TO THE NEXT
DESCRIBED CURVE, A DISTANCE OF 19.00 FEET; THENCE WESTERLY AND
SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY,
HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 36°20'08" AND AN
ARC DISTANCE OF 39.32 FEET TO THE POINT OF TANGENCY; THENCE
SOUTH 57°34'50" WEST, A DISTANCE OF 178.14 FEET TO THE POINT OF
BEGINNING; THENCE NORTH 32°25'10" WEST, A DISTANCE OF 27.00 FEET;
THENCE SOUTH 57°34'50" WEST, A DISTANCE OF 4.67 FEET; THENCE
NORTH 32°25'10" WEST, A DISTANCE OF 116.00 FEET; THENCE
SOUTH 57°34'50" WEST, A DISTANCE OF 133.67 FEET; THENCE
SOUTH 32°25'10" EAST, A DISTANCE OF 121.00 FEET; THENCE
SOUTH 57°34'50" WEST, A DISTANCE OF 14.67 FEET; THENCE
SOUTH 32°25'10" EAST, A DISTANCE OF 22.00 FEET; THENCE
NORTH 57°34'50" EAST, A DISTANCE OF 153.00 FEET TO THE POINT OF
BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD
COUNTY, FLORIDA, AND CONTAINING 0.449 ACRE MORE OR LESS.

DESCRIPTION: EXHIBIT "D", THE LAKES OF OAKLAND FOREST, A CONDOMINIUM-PHASE 10

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH 00°34'39" EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75 FEET; THENCE NORTH 89°25'21" WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.00 FEET; THENCE NORTH 45°34'39" EAST, A DISTANCE OF 35.36 FEET; THENCE NORTH 00°34'39" EAST, A DISTANCE OF 163.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 62°34'15" AND AN ARC DISTANCE OF 393.14 FEET TO THE POINT OF TANGENCY; THENCE NORTH 61°59'36" WEST, A DISTANCE OF 90.98 FEET, THE LAST FOUR COURSES BEING ALONG A PORTION OF THE WESTERLY RIGHT-OF-WAY LINE OF NORTHWEST 27TH AVENUE, AS RECORDED IN OFFICIAL RECORDS BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY, AND A PORTION OF THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SAID NORTHWEST 27TH AVENUE; THENCE SOUTH 08°21'50" WEST, A DISTANCE OF 24.88 FEET; THENCE SOUTH 03°54'58" WEST, ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 19.00 FEET; THENCE WESTERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 36°20'08" AND AN ARC DISTANCE OF 39.32 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 57°34'50" WEST, A DISTANCE OF 331.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 57°34'50" WEST, A DISTANCE OF 3.78 FEET; THENCE SOUTH 32°25'10" EAST, A DISTANCE OF 43.00 FEET; THENCE SOUTH 57°34'50" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 32°25'10" WEST, A DISTANCE OF 14.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 7.85 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 59°54'49" WEST, A DISTANCE OF 61.09 FEET; THENCE SOUTH 59°54'35" WEST, A DISTANCE OF 9.77 FEET; THENCE SOUTH 75°03'36" WEST, A DISTANCE OF 4.55 FEET; THENCE NORTH 21°22'47" WEST, A DISTANCE OF 165.82 FEET; THENCE NORTH 57°34'50" EAST, A DISTANCE OF 126.83 FEET; THENCE SOUTH 32°25'10" EAST, A DISTANCE OF 121.00 FEET; THENCE SOUTH 57°34'50" WEST, A DISTANCE OF 14.67 FEET; THENCE SOUTH 32°25'10" EAST, A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, AND CONTAINING 0.555 ACRE MORE OR LESS.

DESCRIPTION: EXHIBIT "D", THE LAKES OF OAKLAND FOREST, A CONDOMINIUM-PHASE 11

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH 00°34'39" EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75 FEET; THENCE NORTH 89°25'21" WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 240.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 271.28 FEET, A CENTRAL ANGLE OF 21°59'26" AND AN ARC DISTANCE OF 104.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 68°35'13" WEST, A DISTANCE OF 125.73 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 42°14'46" AND AN ARC DISTANCE OF 195.39 FEET TO THE POINT OF TANGENCY; THENCE NORTH 69°10'02" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 935.00 FEET, A CENTRAL ANGLE OF 10°00'00" AND AN ARC DISTANCE OF 163.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH 79°10'02" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 865.00 FEET, A CENTRAL ANGLE OF 06°22'15" AND AN ARC DISTANCE OF 96.18 FEET TO THE POINT OF TANGENCY; THENCE NORTH 72°47'47" WEST, A DISTANCE OF 55.67 FEET, THE LAST NINE COURSES BEING ALONG A PORTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH OAKLAND FOREST DRIVE, AS RECORDED IN OFFICIAL RECORDS BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 17°12'13" EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 231.23 FEET; THENCE NORTH 75°03'36" EAST, A DISTANCE OF 158.28 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 14°56'24" EAST, A DISTANCE OF 92.27 FEET; THENCE SOUTH 59°56'24" EAST, A DISTANCE OF 12.34 FEET; THENCE SOUTH 14°56'24" EAST, A DISTANCE OF 51.00 FEET; THENCE NORTH 75°03'36" EAST, A DISTANCE OF 56.06 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 7.85 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 14°56'24" EAST, A DISTANCE OF 14.00 FEET; THENCE NORTH 75°03'36" EAST, A DISTANCE OF 52.06 FEET; THENCE NORTH 14°56'24" WEST, A DISTANCE OF 19.00 FEET; THENCE NORTH 75°03'36" EAST, A DISTANCE OF 25.16 FEET; THENCE NORTH 21°22'47" WEST, A DISTANCE OF 165.82 FEET; THENCE SOUTH 57°34'50" WEST, A DISTANCE OF 42.53 FEET; THENCE SOUTH 75°03'36" WEST, A DISTANCE OF 87.85 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, AND CONTAINING 0.501 ACRE MORE OR LESS.

DESCRIPTION: EXHIBIT "D", THE LAKES OF OAKLAND FOREST, A CONDOMINIUM-PHASE 12

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH 00°34'39" EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75 FEET; THENCE NORTH 89°25'21" WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 240.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 271.28 FEET, A CENTRAL ANGLE OF 21°59'26" AND AN ARC DISTANCE OF 104.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 68°35'13" WEST, A DISTANCE OF 125.73 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 42°14'46" AND AN ARC DISTANCE OF 195.39 FEET TO THE POINT OF TANGENCY; THENCE NORTH 69°10'02" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 935.00 FEET, A CENTRAL ANGLE OF 10°00'00" AND AN ARC DISTANCE OF 163.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH 79°10'02" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 865.00 FEET, A CENTRAL ANGLE OF 06°22'15" AND AN ARC DISTANCE OF 96.18 FEET TO THE POINT OF TANGENCY; THENCE NORTH 72°47'47" WEST, A DISTANCE OF 55.67 FEET, THE LAST NINE COURSES BEING ALONG A PORTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH OAKLAND FOREST DRIVE, AS RECORDED IN OFFICIAL RECORDS BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 17°12'13" EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 115.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 17°12'13" EAST, A DISTANCE OF 115.62 FEET; THENCE NORTH 75°03'36" EAST, A DISTANCE OF 158.28 FEET; THENCE SOUTH 14°56'24" EAST, A DISTANCE OF 92.27 FEET; THENCE SOUTH 59°56'24" EAST, A DISTANCE OF 12.34 FEET; THENCE SOUTH 14°56'24" EAST, A DISTANCE OF 51.00 FEET; THENCE SOUTH 75°03'36" WEST, A DISTANCE OF 106.90 FEET; THENCE SOUTH 80°46'07" WEST, A DISTANCE OF 69.38 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 19°57'15" AND AN ARC DISTANCE OF 8.71 FEET; THENCE NORTH 29°11'08" WEST, ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 24.84 FEET; THENCE NORTH 72°47'47" WEST, A DISTANCE OF 44.68 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, AND CONTAINING 0.663 ACRE MORE OR LESS.

DESCRIPTION: EXHIBIT "D", THE LAKES OF OAKLAND FOREST, A
CONDOMINIUM-PHASE 13

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH 00°34'39" EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75 FEET; THENCE NORTH 89°25'21" WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 240.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 271.28 FEET, A CENTRAL ANGLE OF 21°59'26" AND AN ARC DISTANCE OF 104.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 68°35'13" WEST, A DISTANCE OF 125.73 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 42°14'46" AND AN ARC DISTANCE OF 195.39 FEET TO THE POINT OF TANGENCY; THENCE NORTH 69°10'02" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 935.00 FEET, A CENTRAL ANGLE OF 10°00'00" AND AN ARC DISTANCE OF 163.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH 79°10'02" WEST, A DISTANCE OF 45.45 FEET TO THE POINT OF BEGINNING, THE LAST SEVEN COURSES BEING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH OAKLAND FOREST DRIVE, AS RECORDED IN OFFICIAL RECORDS BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY; THENCE NORTH 06°30'20" WEST, A DISTANCE OF 126.03 FEET; THENCE NORTH 75°03'36" EAST, A DISTANCE OF 31.27 FEET; THENCE NORTH 14°56'24" WEST, A DISTANCE OF 14.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 4.50 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 7.07 FEET TO A POINT OF CUSP; THENCE SOUTH 75°03'36" WEST, A DISTANCE OF 51.49 FEET; THENCE SOUTH 80°46'07" WEST, A DISTANCE OF 69.38 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 19°57'15" AND AN ARC DISTANCE OF 8.71 FEET; THENCE NORTH 29°11'08" WEST, ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 24.84 FEET; THENCE NORTH 72°47'47" WEST, A DISTANCE OF 44.68 FEET; THENCE SOUTH 17°12'13" WEST, A DISTANCE OF 115.62 FEET; THENCE SOUTH 72°47'47" EAST, A DISTANCE OF 55.67 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 865.00 FEET, A CENTRAL ANGLE OF 06°22'15" AND AN ARC DISTANCE OF 96.18 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 79°10'02" EAST, A DISTANCE OF 54.55 FEET TO THE POINT OF BEGINNING, THE LAST THREE COURSES BEING ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SOUTH OAKLAND FOREST DRIVE.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, AND CONTAINING 0.502 ACRE MORE OR LESS.

DESCRIPTION: EXHIBIT "D", THE LAKES OF OAKLAND FOREST, A CONDOMINIUM-PHASE 14

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH $00^{\circ}34'39''$ EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75 FEET; THENCE NORTH $89^{\circ}25'21''$ WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 240.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 271.28 FEET, A CENTRAL ANGLE OF $21^{\circ}59'26''$ AND AN ARC DISTANCE OF 104.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $68^{\circ}35'13''$ WEST, A DISTANCE OF 125.73 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF $42^{\circ}14'46''$ AND AN ARC DISTANCE OF 195.39 FEET TO THE POINT OF TANGENCY; THENCE NORTH $69^{\circ}10'02''$ WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 935.00 FEET, A CENTRAL ANGLE OF $04^{\circ}15'53''$ AND AN ARC DISTANCE OF 69.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 935.00 FEET, A CENTRAL ANGLE OF $05^{\circ}44'08''$ AND AN ARC DISTANCE OF 93.60 FEET TO THE POINT OF TANGENCY; THENCE NORTH $79^{\circ}10'02''$ WEST, A DISTANCE OF 45.45 FEET; THE LAST SEVEN COURSES BEING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH OAKLAND FOREST DRIVE, AS RECORDED IN OFFICIAL RECORDS BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY; THENCE NORTH $06^{\circ}30'20''$ WEST, A DISTANCE OF 126.03 FEET; THENCE NORTH $75^{\circ}03'36''$ EAST, A DISTANCE OF 31.27 FEET; THENCE NORTH $14^{\circ}56'24''$ WEST, A DISTANCE OF 14.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 4.50 FEET, A CENTRAL ANGLE OF $90^{\circ}00'00''$ AND AN ARC DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY; THENCE NORTH $75^{\circ}03'36''$ EAST, A DISTANCE OF 54.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF $26^{\circ}39'45''$ AND AN ARC DISTANCE OF 2.33 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE EASTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $57^{\circ}56'35''$ AND AN ARC DISTANCE OF 25.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $20^{\circ}20'04''$ EAST, A DISTANCE OF 93.74 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF $18^{\circ}59'26''$ AND AN ARC DISTANCE OF 1.66 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF $62^{\circ}26'02''$ AND AN ARC DISTANCE OF 16.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY; THENCE SOUTHWESTERLY, SOUTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF $166^{\circ}03'50''$ AND AN ARC DISTANCE OF 101.44 FEET TO A POINT, SAID POINT BEARING SOUTH $14^{\circ}58'26''$ EAST, FROM THE RADIUS POINT OF THE LAST DESCRIBED CURVE; THENCE SOUTH $16^{\circ}34'06''$ WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, AND CONTAINING 0.428 ACRE MORE OR LESS.

DESCRIPTION: EXHIBIT "D", THE LAKES OF OAKLAND FOREST, A CONDOMINIUM-PHASE 15

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH 00°34'39" EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75 FEET; THENCE NORTH 89°25'21" WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 240.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 271.28 FEET, A CENTRAL ANGLE OF 21°59'26" AND AN ARC DISTANCE OF 104.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 68°35'13" WEST, A DISTANCE OF 125.73 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 42°14'46" AND AN ARC DISTANCE OF 195.39 FEET TO THE POINT OF TANGENCY; THENCE NORTH 69°10'02" WEST, A DISTANCE OF 43.58 FEET; THE LAST FIVE COURSES BEING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH OAKLAND FOREST DRIVE, AS RECORDED IN OFFICIAL BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY; THENCE NORTH 24°33'13" EAST, A DISTANCE OF 82.07 FEET; THENCE NORTH 42°11'06" EAST, ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 89.92 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 63.00 FEET, A CENTRAL ANGLE OF 15°36'41" AND AN ARC DISTANCE OF 17.17 FEET TO THE POINT OF TANGENCY; THENCE NORTH 32°12'13" WEST, A DISTANCE OF 50.99 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 188.00 FEET A CENTRAL ANGLE OF 02°04'46" AND AN ARC DISTANCE OF 6.82 FEET TO A POINT, SAID POINT BEARING SOUTH 59°52'33" WEST, FROM THE RADIUS POINT OF THE LAST DESCRIBED CURVE, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 64°49'07" WEST, A DISTANCE OF 151.95 FEET; THENCE NORTH 20°20'04" WEST, A DISTANCE OF 16.92 FEET; THENCE SOUTH 69°39'56" WEST, A DISTANCE OF 46.00 FEET; THENCE NORTH 20°20'04" WEST, A DISTANCE OF 91.28 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 57°56'35" AND AN ARC DISTANCE OF 25.28 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 26°39'45" AND AN ARC DISTANCE OF 2.33 FEET TO A POINT OF CUSP; THENCE NORTH 75°03'36" EAST, A DISTANCE OF 56.98 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 7.85 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 14°56'24" EAST, A DISTANCE OF 14.00 FEET; THENCE NORTH 75°03'36" EAST, A DISTANCE OF 52.06 FEET; THENCE NORTH 14°56'24" WEST, A DISTANCE OF 19.00 FEET; THENCE NORTH 75°03'36" EAST, A DISTANCE OF 29.71 FEET; THENCE NORTH 59°54'35" EAST, A DISTANCE OF 9.77 FEET; THENCE NORTH 59°54'49" EAST, A DISTANCE OF 61.09 FEET TO A POINT, SAID POINT BEARING NORTH 32°25'10" WEST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 28°21'34" AND AN ARC DISTANCE OF 2.47 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 61°38'26" AND AN ARC DISTANCE OF 26.90 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 32°25'10" EAST, A DISTANCE OF 6.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE

SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 212.00 FEET, A CENTRAL ANGLE OF $12^{\circ}05'06''$ AND AN ARC DISTANCE OF 44.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $20^{\circ}20'04''$ EAST, A DISTANCE OF 7.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 188.00 FEET, A CENTRAL ANGLE OF $09^{\circ}47'23''$ AND AN ARC DISTANCE OF 32.12 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, AND CONTAINING 0.483 ACRE MORE OR LESS.

DESCRIPTION: EXHIBIT "D", THE LAKES OF OAKLAND FOREST, A
CONDOMINIUM-PHASE 16

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH $00^{\circ}34'39''$ EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75 FEET; THENCE NORTH $89^{\circ}25'21''$ WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 240.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 271.28 FEET, A CENTRAL ANGLE OF $21^{\circ}59'26''$ AND AN ARC DISTANCE OF 104.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $68^{\circ}35'13''$ WEST, A DISTANCE OF 125.73 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF $42^{\circ}14'46''$ AND AN ARC DISTANCE OF 195.39 FEET TO THE POINT OF TANGENCY; THENCE NORTH $69^{\circ}10'02''$ WEST, A DISTANCE OF 43.58 FEET TO THE POINT OF BEGINNING, THE LAST FIVE COURSES BEING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH OAKLAND FOREST DRIVE, AS RECORDED IN OFFICIAL BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY; THENCE NORTH $24^{\circ}33'13''$ EAST, A DISTANCE OF 82.07 FEET; THENCE NORTH $42^{\circ}11'06''$ EAST, ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 89.92 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 63.00 FEET, A CENTRAL ANGLE OF $15^{\circ}36'41''$ AND AN ARC DISTANCE OF 17.17 FEET TO THE POINT OF TANGENCY; THENCE NORTH $32^{\circ}12'13''$ WEST, A DISTANCE OF 50.99 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 188.00 FEET A CENTRAL ANGLE OF $02^{\circ}04'46''$ AND AN ARC DISTANCE OF 6.82 FEET TO A POINT, SAID POINT BEARING SOUTH $59^{\circ}52'33''$ WEST, FROM THE RADIUS POINT OF THE LAST DESCRIBED CURVE; THENCE SOUTH $64^{\circ}49'07''$ WEST, A DISTANCE OF 151.95 FEET; THENCE NORTH $20^{\circ}20'04''$ WEST, A DISTANCE OF 16.92 FEET; THENCE SOUTH $69^{\circ}39'56''$ WEST, A DISTANCE OF 46.00 FEET; THENCE SOUTH $20^{\circ}20'04''$ EAST, A DISTANCE OF 2.45 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF $18^{\circ}59'26''$ AND AN ARC DISTANCE OF 1.66 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF $62^{\circ}26'02''$ AND AN ARC DISTANCE OF 16.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY; THENCE SOUTHWESTERLY, SOUTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF $166^{\circ}03'50''$ AND AN ARC DISTANCE OF 101.44 FEET TO A POINT, SAID POINT BEARING SOUTH $14^{\circ}58'26''$ EAST, FROM THE RADIUS POINT OF THE LAST DESCRIBED CURVE; THENCE SOUTH $16^{\circ}34'06''$ WEST, ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 15.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 935.00 FEET, A CENTRAL ANGLE OF $04^{\circ}15'53''$ AND AN ARC DISTANCE OF 69.59 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $69^{\circ}10'02''$ EAST, A DISTANCE OF 56.42 FEET TO THE POINT OF BEGINNING, THE LAST TWO COURSES BEING ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SOUTH OAKLAND FOREST DRIVE.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, AND CONTAINING 0.637 ACRE MORE OR LESS.

DESCRIPTION: EXHIBIT "D", THE LAKES OF OAKLAND FOREST, A
CONDOMINIUM-PHASE 17

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT
THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS
OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER
(S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE
NORTH $00^{\circ}34'39''$ EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF
THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75
FEET; THENCE NORTH $89^{\circ}25'21''$ WEST, AT RIGHT ANGLES TO THE LAST
DESCRIBED COURSE, A DISTANCE OF 240.00 FEET TO THE POINT OF
CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE
SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 271.28
FEET, A CENTRAL ANGLE OF $21^{\circ}59'26''$ AND AN ARC DISTANCE OF 104.12
FEET TO THE POINT OF TANGENCY; THENCE SOUTH $68^{\circ}35'13''$ WEST, A
DISTANCE OF 125.73 FEET TO THE POINT OF CURVATURE OF A CIRCULAR
CURVE, CONCAVE NORTHERLY; THENCE SOUTHWESTERLY, ALONG THE ARC OF
SAID CURVE, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF
 $10^{\circ}00'28''$ AND AN ARC DISTANCE OF 46.29 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUE SOUTHWESTERLY, WESTERLY AND
NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF
265.00 FEET, A CENTRAL ANGLE OF $32^{\circ}14'18''$ AND AN ARC DISTANCE OF
149.11 FEET TO THE POINT OF TANGENCY; THENCE NORTH $69^{\circ}10'02''$ WEST, A
DISTANCE OF 43.58 FEET, THE LAST FIVE COURSES BEING ALONG THE
NORTHERLY RIGHT-OF-WAY LINE OF SOUTH OAKLAND FOREST DRIVE, AS
RECORDED IN OFFICIAL BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC
RECORDS OF BROWARD COUNTY; THENCE NORTH $24^{\circ}33'13''$ EAST, A DISTANCE
OF 82.07 FEET; THENCE NORTH $42^{\circ}11'06''$ EAST, ALONG A LINE RADIAL TO
THE NEXT DESCRIBED CURVE, A DISTANCE OF 89.92 FEET; THENCE
SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY,
HAVING A RADIUS OF 63.00 FEET, A CENTRAL ANGLE OF $14^{\circ}58'45''$ AND AN
ARC DISTANCE OF 16.47 FEET TO THE POINT OF COMPOUND CURVATURE OF A
CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHEASTERLY,
EASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A
RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF $97^{\circ}42'42''$ AND AN ARC
DISTANCE OF 8.53 FEET TO THE POINT OF TANGENCY; THENCE
NORTH $19^{\circ}29'39''$ EAST, A DISTANCE OF 13.48 FEET; THENCE
SOUTH $70^{\circ}30'21''$ EAST, A DISTANCE OF 72.00 FEET; THENCE
SOUTH $19^{\circ}29'39''$ WEST, A DISTANCE OF 45.00 FEET; THENCE
SOUTH $70^{\circ}30'21''$ EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF
CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE
SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3.00
FEET, A CENTRAL ANGLE OF $12^{\circ}55'16''$ AND AN ARC DISTANCE OF 0.68 FEET
TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE
SOUTHWESTERLY; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE,
HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF $15^{\circ}49'11''$ AND AN
ARC DISTANCE OF 6.35 FEET TO A POINT, SAID POINT BEARING
NORTH $48^{\circ}14'06''$ EAST, FROM THE RADIUS POINT OF THE LAST DESCRIBED
CURVE; THENCE SOUTH $00^{\circ}34'39''$ WEST, A DISTANCE OF 24.60 FEET TO THE
POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY; THENCE
SOUTHERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A
RADIUS OF 132.00 FEET, A CENTRAL ANGLE OF $21^{\circ}59'27''$ AND AN ARC
DISTANCE OF 50.66 FEET TO THE POINT OF TANGENCY; THENCE
SOUTH $21^{\circ}24'48''$ EAST, A DISTANCE OF 1.27 FEET TO THE POINT OF
CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY; THENCE
SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID
CURVE, HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF $61^{\circ}20'42''$
AND AN ARC DISTANCE OF 28.91 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD
COUNTY, FLORIDA, AND CONTAINING 0.560 ACRE MORE OR LESS.

DESCRIPTION: EXHIBIT "D", THE LAKES OF OAKLAND FOREST, A CONDOMINIUM-ROAD PHASE

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH 00°34'39" EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75 FEET; THENCE NORTH 89°25'21" WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 240.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 271.28 FEET, A CENTRAL ANGLE OF 17°15'14" AND AN ARC DISTANCE OF 81.69 FEET; THE LAST TWO COURSES BEING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH OAKLAND FOREST DRIVE, AS RECORDED IN OFFICIAL RECORDS BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY; THENCE NORTH 16°40'35" WEST, ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 33.88 FEET; THENCE NORTH 2°32'14" WEST, A DISTANCE OF 139.06 FEET; THENCE NORTH 89°25'21" WEST, A DISTANCE OF 138.69 FEET TO A POINT, SAID POINT BEARING NORTH 66°20'09" EAST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 10°45'19" AND AN ARC DISTANCE OF 30.79 FEET TO THE POINT OF TANGENCY; THENCE NORTH 34°25'10" WEST, A DISTANCE OF 138.95 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 65°22'18" AND AN ARC DISTANCE OF 26.24 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3.00 FEET, A CENTRAL ANGLE OF 26°37'42" AND AN ARC DISTANCE OF 1.39 FEET TO THE POINT OF TANGENCY; THENCE NORTH 57°34'50" EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 32°25'10" WEST, A DISTANCE OF 26.00 FEET; THENCE SOUTH 57°34'50" WEST, A DISTANCE OF 66.78 FEET; THENCE SOUTH 32°25'10" EAST, A DISTANCE OF 26.00 FEET; THENCE NORTH 57°34'50" EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3.00 FEET, A CENTRAL ANGLE OF 24°29'54" AND AN ARC DISTANCE OF 1.28 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 63°30'06" AND AN ARC DISTANCE OF 25.49 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 34°25'10" EAST, A DISTANCE OF 141.22 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 136.00 FEET, A CENTRAL ANGLE OF 34°59'49" AND AN ARC DISTANCE OF 83.07 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°34'39" WEST, A DISTANCE OF 18.33 FEET; THENCE SOUTH 89°25'21" EAST, A DISTANCE OF 28.00 FEET; THENCE NORTH 00°34'39" EAST, A DISTANCE OF 18.33 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY; THENCE NORTHERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 24°14'30" AND AN ARC DISTANCE OF 69.39 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, AND CONTAINING 0.218 ACRE MORE OR LESS.

DESCRIPTION: EXHIBIT "D", THE LAKES OF OAKLAND FOREST, A
CONDOMINIUM-LAKE PHASE

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT
THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS
OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER
(S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE
NORTH 00°34'39" EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF
THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75
FEET; THENCE NORTH 89°25'21" WEST, AT RIGHT ANGLES TO THE LAST
DESCRIBED COURSE, A DISTANCE OF 240.00 FEET TO THE POINT OF
CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE
SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 271.28
FEET, A CENTRAL ANGLE OF 17°15'14" AND AN ARC DISTANCE OF 81.69
FEET, THE LAST TWO COURSES BEING ALONG THE NORTHERLY RIGHT-OF-WAY
LINE OF SOUTH OAKLAND FOREST DRIVE, AS RECORDED IN OFFICIAL RECORDS
BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY;
THENCE NORTH 16°40'35" WEST, ALONG A LINE RADIAL TO THE LAST
DESCRIBED CURVE, A DISTANCE OF 33.88 FEET; THENCE
NORTH 2°32'14" WEST, A DISTANCE OF 139.06 FEET TO THE POINT OF
BEGINNING; THENCE NORTH 89°25'21" WEST, A DISTANCE OF 138.69 FEET TO
A POINT, SAID POINT BEARING NORTH 66°20'09" EAST FROM THE RADIUS
POINT OF THE NEXT DESCRIBED CURVE; THENCE NORTHWESTERLY, ALONG THE
ARC OF SAID CURVE, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE
OF 10°45'19" AND AN ARC DISTANCE OF 30.79 FEET TO THE POINT OF
TANGENCY; THENCE NORTH 34°25'10" WEST, A DISTANCE OF 11.63 FEET;
THENCE NORTH 39°50'28" EAST, A DISTANCE OF 140.90 FEET; THENCE
NORTH 57°34'50" EAST, A DISTANCE OF 117.02 FEET; THENCE
SOUTH 61°14'43" EAST, A DISTANCE OF 73.29 FEET; THENCE
SOUTH 24°30'19" EAST, A DISTANCE OF 123.05 FEET; THENCE
SOUTH 44°50'01" WEST, A DISTANCE OF 58.30 FEET; THENCE
SOUTH 78°20'33" WEST, A DISTANCE OF 100.29 FEET; THENCE
NORTH 89°25'21" WEST, A DISTANCE OF 4.83 FEET TO THE POINT OF
BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD
COUNTY, FLORIDA, AND CONTAINING 0.939 ACRE MORE OR LESS.

DESCRIPTION: EXHIBIT "D", THE LAKES OF OAKLAND FOREST, A CONDOMINIUM-RECREATION PHASE

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH $00^{\circ}34'39''$ EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75 FEET; THENCE NORTH $89^{\circ}25'21''$ WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 240.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 271.28 FEET, A CENTRAL ANGLE OF $21^{\circ}59'26''$ AND AN ARC DISTANCE OF 104.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $68^{\circ}35'13''$ WEST, A DISTANCE OF 125.73 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF $42^{\circ}14'46''$ AND AN ARC DISTANCE OF 195.39 FEET TO THE POINT OF TANGENCY; THENCE NORTH $69^{\circ}10'02''$ WEST, A DISTANCE OF 43.58 FEET; THE LAST FIVE COURSES BEING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH OAKLAND FOREST DRIVE, AS RECORDED IN OFFICIAL BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY; THENCE NORTH $24^{\circ}33'13''$ EAST, A DISTANCE OF 82.07 FEET; THENCE NORTH $42^{\circ}11'06''$ EAST, ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 89.92 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 63.00 FEET, A CENTRAL ANGLE OF $15^{\circ}36'41''$ AND AN ARC DISTANCE OF 17.17 FEET TO THE POINT OF TANGENCY; THENCE NORTH $32^{\circ}12'13''$ WEST, A DISTANCE OF 50.99 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 188.00 FEET A CENTRAL ANGLE OF $11^{\circ}52'09''$ AND AN ARC DISTANCE OF 38.95 FEET TO THE POINT OF TANGENCY; THENCE NORTH $20^{\circ}20'04''$ WEST, A DISTANCE OF 7.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 212.00 FEET, A CENTRAL ANGLE OF $12^{\circ}05'06''$ AND AN ARC DISTANCE OF 44.72 FEET TO THE POINT OF TANGENCY; THENCE NORTH $32^{\circ}25'10''$ WEST, A DISTANCE OF 6.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $61^{\circ}38'26''$ AND AN ARC DISTANCE OF 26.90 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF $118^{\circ}21'34''$ AND AN ARC DISTANCE OF 10.33 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $32^{\circ}25'10''$ EAST, A DISTANCE OF 14.00 FEET; THENCE NORTH $57^{\circ}34'50''$ EAST, A DISTANCE OF 60.00 FEET; THENCE NORTH $32^{\circ}25'10''$ WEST, A DISTANCE OF 17.00 FEET; THENCE NORTH $57^{\circ}34'50''$ EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3.00 FEET, A CENTRAL ANGLE OF $24^{\circ}29'54''$ AND AN ARC DISTANCE OF 1.28 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF $63^{\circ}30'06''$ AND AN ARC DISTANCE OF 25.49 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $34^{\circ}25'10''$ EAST, A DISTANCE OF 141.22 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 136.00 FEET, A CENTRAL ANGLE OF $34^{\circ}59'49''$ AND AN ARC DISTANCE OF 83.07 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $00^{\circ}34'39''$ WEST, A DISTANCE OF 18.33 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF $61^{\circ}24'12''$ AND AN

ARC DISTANCE OF 24.65 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3.00 FEET, A CENTRAL ANGLE OF 47°30'48" AND AN ARC DISTANCE OF 2.49 FEET TO THE POINT OF TANGENCY; THENCE NORTH 70°30'21" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 19°29'39" EAST, A DISTANCE OF 17.00 FEET; THENCE NORTH 70°30'21" WEST, A DISTANCE OF 72.00 FEET; THENCE SOUTH 19°29'39" WEST, A DISTANCE OF 13.48 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY, SOUTHERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 97°42'42" AND AN ARC DISTANCE OF 8.53 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 63.00 FEET, A CENTRAL ANGLE OF 14°58'45" AND AN ARC DISTANCE OF 16.47 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, AND CONTAINING 0.538 ACRE MORE OR LESS.

DESCRIPTION: EXHIBIT "A", THE LAKES OF OAKLAND FOREST, A CONDOMINIUM-OVERALL

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH $00^{\circ}34'39''$ EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75 FEET; THENCE NORTH $89^{\circ}25'21''$ WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $89^{\circ}25'21''$ WEST, A DISTANCE OF 175.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 271.28 FEET, A CENTRAL ANGLE OF $21^{\circ}59'26''$ AND AN ARC DISTANCE OF 104.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $68^{\circ}35'13''$ WEST, A DISTANCE OF 125.73 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF $42^{\circ}14'46''$ AND AN ARC DISTANCE OF 195.39 FEET TO THE POINT OF TANGENCY; THENCE NORTH $69^{\circ}10'02''$ WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 935.00 FEET, A CENTRAL ANGLE OF $10^{\circ}00'00''$ AND AN ARC DISTANCE OF 163.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH $79^{\circ}10'02''$ WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 865.00 FEET, A CENTRAL ANGLE OF $06^{\circ}22'15''$ AND AN ARC DISTANCE OF 96.18 FEET TO THE POINT OF TANGENCY; THENCE NORTH $72^{\circ}47'47''$ WEST, A DISTANCE OF 55.67 FEET, THE LAST NINE COURSES BEING ALONG A PORTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH OAKLAND FOREST DRIVE, AS RECORDED IN OFFICIAL RECORDS BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH $17^{\circ}12'13''$ EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 231.23 FEET; THENCE NORTH $75^{\circ}03'36''$ EAST, A DISTANCE OF 246.13 FEET; THENCE NORTH $57^{\circ}34'50''$ EAST, A DISTANCE OF 411.69 FEET; THENCE SOUTH $89^{\circ}56'21''$ EAST, A DISTANCE OF 98.12 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY, SAID POINT BEARING SOUTH $41^{\circ}32'53''$ WEST FROM THE RADIUS POINT OF SAID CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 370.63 FEET, A CENTRAL ANGLE OF $16^{\circ}18'28''$ AND AN ARC DISTANCE OF 105.49 FEET; THENCE NORTH $57^{\circ}51'22''$ EAST, ALONG A LINE RADIAL TO THE LAST AND NEXT DESCRIBED CURVES, A DISTANCE OF 25.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 345.63 FEET, A CENTRAL ANGLE OF $29^{\circ}50'58''$ AND AN ARC DISTANCE OF 180.06 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $61^{\circ}59'36''$ EAST, A DISTANCE OF 90.98 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF $62^{\circ}34'15''$ AND AN ARC DISTANCE OF 393.14 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $00^{\circ}34'39''$ WEST, A DISTANCE OF 163.00 FEET; THENCE SOUTH $45^{\circ}34'39''$ WEST, A DISTANCE OF 35.36 FEET TO THE POINT OF BEGINNING, THE LAST THREE COURSES BEING ALONG A PORTION OF NORTHWEST 27TH AVENUE AS RECORDED IN SAID OFFICIAL RECORDS BOOK 9780, AT PAGE 402.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, AND CONTAINING 11.410 ACRES MORE OR LESS.

EXHIBIT "B"

THE MANAGEMENT FIRM shall employ a minimum of one (1) part-time employee to perform and/or supervise the performance of the services of the MANAGEMENT FIRM pursuant to the MANAGEMENT AGREEMENT.

<u>Services to be performed and/or supervised by Management Firm pursuant to Paragraph 5</u>	<u>To Be Performed</u>	<u>Cost Basis</u>	<u>Percentage of Each Unit's Annual Management Fee to be Allocated to Each Service**</u>
Hire & supervise necessary employees to maintain and operate the Condominium and Association Property	As Required	Actual Cost Incurred	20.0%
Maintain and repair the Condominium and Association Property	As Required	Actual Cost Incurred	17.0%
Promulgate rules and regulations for the Condominium and Association Property	Annually, more often if necessary		3.5%
Initiate necessary action to force residents to comply with rules and regulations, statutes, laws and ordinances	As Required	Actual Cost Incurred	3.5%
Purchase tools, equipment and supplies necessary to maintain and operate the Condominium and Association Property	As Required	Actual Cost Incurred	7.0%
Keep Insurance in Force	As Required	Actual Cost Incurred	3.5%
Maintain Association's financial records, books and accounts	Quarterly, more often if necessary	Actual Cost Incurred	7.0%
Maintain records to describe services hereunder	Quarterly, more often if necessary		7.0%

EXHIBIT "B" (CONTINUED)

Services to be performed and/or supervised by Management Firm pursuant to Paragraph 5	To Be Performed	Cost Basis	Percentage of Each Unit's Annual Management Fee to be Allocated to Each Service**
Prepare operating budget for the Condominium and Association Property	Annually		7.0%
Collect all funds and maintain bank accounts	As Required		7.0%
Attend meetings of the Unit Owners and Board of Directors	As Required		3.5%
Enforce rules and regulations	As Required		3.5%
Cause alterations and/or additions to be made to the Condominium or Association Property	As Required	Actual Cost Incurred	3.5%
Retain and employ persons, corporations, firms and professionals to perform duties	As Required	Actual Cost Incurred	3.5%
Make and Collect special assessments	As Required		3.5%

** The percentages shown in this column are the percentages of the total Management Fee allocated to each service performed by the Management Firm. Percentages were used rather than specific dollar amounts. The foregoing only relates to the services supervised or performed by the Management Firm for and in consideration of the fee paid it under the Management Agreement. For the estimated costs of maintaining, operating and administering the Condominium, reference should be made to the budgets for the Condominium and the Condominium Association.

CRAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 781.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

ANY PAYMENT IN EXCESS OF TEN (10%) PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY DEVELOPER.

THIS AGREEMENT (hereinafter referred to as "PURCHASE AGREEMENT") made and entered into this ____ day of _____, 19____, by and between _____ and _____, whose address for purposes of notice and other communications is _____
Local Phone: _____ Out-of-Town Phone: _____
(and who may hereinafter be referred to as "PURCHASER").

AND

PALM-AIRE VILLAGE, INC., a Florida corporation whose address for purposes of notice and other communications is 2501 Palm-Aire Drive North, Pompano Beach, Florida 33060 (and who may hereinafter be referred to as "SELLER").

W I T N E S S E T H :

i. PURCHASE AND SALE.

1.01 SELLER agrees to sell to PURCHASER and PURCHASER agrees to purchase from SELLER that Condominium Parcel known as Building _____, Unit _____ (which residence may hereinafter be referred to as "CONDOMINIUM UNIT") of THE LAKES OF OAKLAND FOREST, A CONDOMINIUM (hereinafter referred to as "THE CONDOMINIUM") to be located in Oakland Park, Florida, together with the appurtenances to the apartment including, but not limited to, an automobile parking space number _____, subject to the provisions of the Declaration, and the terms and conditions hereinafter set forth. The legal description of THE CONDOMINIUM is set forth in the Survey Exhibit to the Declaration of Condominium for the aforementioned condominium. The postal address of the UNIT is:

1.02 Purchase price shall be _____.

1.03 PURCHASER agrees to pay the total purchase price to SELLER as follows:

1.03.01 Reservation deposit (if any) paid prior to date. \$ _____

1.03.02 Deposit upon execution of this Agreement, receipt of which is acknowledged subject to collection. \$ _____

1.03.03 Balance of 10% deposit due on or before _____. \$ _____

1.03.04 Balance of second ten percent (10%) due _____ days from contract date. \$ _____

1.03.05 Balance of purchase price to be paid at the closing by certified or cashier's check made payable to SELLER in the amount of: \$ _____

TOTAL PURCHASE PRICE: \$ _____

It is understood and agreed that financing costs (if any), acquisition expenses, closing expenses, etc., are not included in the above-stated price, but shall be in addition to it.

SELLER makes no representations to PURCHASER as to the availability of mortgage money or the rates and costs at which it may be obtained.

EXHIBIT "7" TO PROSPECTUS

1.04 Indicate:

1.04.01 Check here if CONDOMINIUM UNIT is, at this date, completed and ready for occupancy _____

or

1.04.02 Approximate completion date is (see Paragraphs 3 and 4, General Provisions) _____

1.05 SELLER hereby notifies PURCHASER that a copy of the complete plans and specifications for the construction of the above-described CONDOMINIUM UNIT and the improvements to the common elements appurtenant to the condominium parcel are available for inspection at:

PALM-AIRE VILLAGE, INC.
2501 Palm-Aire Drive North
Pompano Beach, Florida 33060

IT IS ACKNOWLEDGED AND AGREED BY ALL THE PARTIES HERETO THAT THIS PURCHASE AGREEMENT IS COMPRISED OF AND DOES INCLUDE THE CONTENT AND PROVISIONS OF THIS TITLE AND SIGNATURE PAGE, INCLUDING PARAGRAPH 1, PLUS PAGES 3 THROUGH 14, WHICH PAGES INCLUDE PARAGRAPHS 2 THROUGH 20 AND WHICH PAGES AND PARAGRAPHS ARE ENTITLED: "THE LAKES OF OAKLAND FOREST PURCHASE AGREEMENT GENERAL PROVISIONS," A COPY OF WHICH HAS BEEN RECEIVED, READ, APPROVED AND ACCEPTED BY PURCHASER AND THE CONTENT AND PROVISIONS OF WHICH SHALL BE AND ARE BINDING UPON ALL THE SAID PARTIES. PRIOR RECEIPT, REVIEW, APPROVAL, ACCEPTANCE, INCLUSION AND THE BINDING VALIDITY OF SAID "GENERAL PROVISIONS" ARE FULLY AND FREELY ACKNOWLEDGED BY ALL THE PARTIES HERETO.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. (See Paragraph 12, General Provisions.)

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals as of the day and year first above written.

WITNESSES:

PALM-AIRE VILLAGE, INC.,
a Florida corporation

(As to SELLER)

By: _____

(Corporate Seal)

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

(As to PURCHASER)

PURCHASER

PURCHASER

THE LAKES OF OAKLAND FOREST

GENERAL PROVISIONS

2. PHYSICAL REPRESENTATIONS AND OPTIONS. If as indicated in Paragraph 1 of this Agreement, the CONDOMINIUM UNIT is, on this date, substantially completed, and ready or in preparation for possession and occupancy, then it is agreed by all parties hereto that the CONDOMINIUM UNIT is being sold and conveyed in "as is" or as-completed condition and no choices, option, "extras," color selection, alterations or modification to the CONDOMINIUM UNIT or to the decor, specifications, appliances, flooring, carpeting, or other physical appurtenances in or to the CONDOMINIUM UNIT shall be due the PURCHASER or required of the SELLER. Or, in the event that, in the sole judgment of the SELLER, the construction of the CONDOMINIUM UNIT has, as of this date, progressed to a stage where, if any such changes were to be made or options offered, a penalty would be imposed upon SELLER in either cost or time, then no such changes or options shall be offered or made. Any exception to the foregoing must be evidenced by a separate written agreement on the SELLER's standard form, regularly used for such purpose, fully and properly executed by all the parties hereto, and specifically setting forth such exceptions. If the CONDOMINIUM UNIT is, as of this date, not yet constructed or is, in the sole judgment of the SELLER, in a stage of construction in which certain decorative selections or other options may be offered without imposing a penalty upon the SELLER in either cost or time, such options shall be extended to PURCHASER but only if evidenced by the properly executed instrument previously described in this paragraph. Where such options are extended by SELLER to PURCHASER, the selections, decisions and other appropriate responses required of the PURCHASER must be made in writing by PURCHASER, and be accompanied by payment of any charge therefor, within fifteen (15) days of SELLER's request for such information and such payment. PURCHASER agrees that his failure to make timely and proper response, and specifically including payment, to any such request shall automatically give to the SELLER the right to make said selections, decisions or other choices as it, in its sole discretion, may determine. In such event PURCHASER shall accept such decisions and shall neither dispute them nor the SELLER's right to have so made them and this shall not affect the terms and conditions of this PURCHASE AGREEMENT nor diminish PURCHASER's obligations hereunder. In the event PURCHASER makes selections, requests changes or orders "extras" which result in a net increase in cost (excess of charges over credits) this cost shall, as hereinbefore stated, be paid in full by PURCHASER at the time such selections or requests are made, and such selections or requests shall not be deemed to have been made unless and until such payment is received by SELLER. Said payments are over, above and separate from the deposit(s) set forth in Paragraph 1.03 of this PURCHASE AGREEMENT and are not and shall not be construed to be a deposit or any part of a deposit for the purchase of the CONDOMINIUM UNIT or for the validation of this PURCHASE AGREEMENT, but are a separate consideration by PURCHASER to SELLER to induce SELLER to alter or amend its plans and procedures to accommodate the preferences of the PURCHASER. In the event PURCHASER either defaults or in any wise terminates this PURCHASE AGREEMENT, including the invocation of any statutory right to do so, any such payments made are not and shall not be refundable, whether or not the subject selections or changes are wholly or partially executed and any such payment so retained by SELLER shall be separate from and in addition to liquidated damages if any, as defined elsewhere in this PURCHASE AGREEMENT. Should selections or requests made by PURCHASER result in the net credit (excess of credits over charges), such credits will appear on PURCHASER's closing statement. PURCHASER hereby acknowledges having received from the SELLER printed material containing, among other things, the floor plan of the CONDOMINIUM UNIT together with a list of salient features of interest to a purchaser. Construction shall be in substantial conformance to these representations with reasonable allowances for deviations acceptable under the general standards of the construction industry and in accordance with applicable construction code requirements, in accordance with current construction schedules, and subject to availability of labor and materials. However, SELLER expressly reserves the right to make changes as it deems in its sole discretion to be necessary and advisable. All changes will comply with the local applicable building codes. These changes shall include, but not by way of limitation, matters of architectural design, dimensions, placement of buildings, arrangement of physical appurtenances, furnishing and (appointment of public areas), materials and specifications, etc. except that the CONDOMINIUM UNIT shall not be substantially changed in size or dimensions

except for deviations occasioned by structural or field conditions. PURCHASER acknowledges his understanding that decorative, draping and furnishing elements shown in the models located in the sales area are decorator items and are not included in the purchase price. In regard to such matters, PURCHASER shall look only to listing of features as shown in SELLER's printed sales material.

3. ESTIMATED COMPLETION DATE. The expression of an estimated time of delivery on the part of the SELLER is made as an accommodation to PURCHASER to assist PURCHASER in formulating future plans, but any estimated time of delivery expressed herein or elsewhere shall not be considered as time which is of the essence of this PURCHASE AGREEMENT and said estimated delivery date shall be subject to amendment by the SELLER and any such amendment shall not require formal or specific notice by SELLER to PURCHASER. With reference to the estimated completion date (if any) set forth in Paragraph 1.04 of this PURCHASE AGREEMENT, PURCHASER understands and agrees that SELLER can neither imply nor guarantee a firm completion and availability date for an uncompleted CONDOMINIUM UNIT, such advance projections being, and by their nature having to be, approximate estimates. SELLER shall make reasonable schedules, but SELLER shall not be obliged to make, provide or compensate for any accommodations to PURCHASER as a result of delayed completion. Nor shall SELLER be liable for any expenses or inconveniences to PURCHASER which may directly or indirectly arise from delay of completion or from delay or delivery of possession. Further, such delays shall not serve to cancel, amend or diminish any of the PURCHASER's obligations herein undertaken. Notwithstanding the foregoing, the SELLER acknowledges its unconditional obligation to complete and to deliver the CONDOMINIUM UNIT to PURCHASER within not more than twenty-four (24) months from the execution of this PURCHASE AGREEMENT; however, said twenty-four (24) month period shall be extended by any time lost to the SELLER due to reasons which are recognized as constituting justification or legal impossibility under the laws of the State of Florida, which reasons may include but are not limited to delays caused by Acts of God, acts of governmental authorities, flood, hurricane, strikes, labor conditions beyond SELLER's control or any other similar causes not within SELLER's control. In the event the CONDOMINIUM UNIT has not then been completed, the PURCHASER shall have the option to rescind this transaction and procure the return of all deposits made under this PURCHASE AGREEMENT. However, PURCHASER may elect, at that time, to preserve this PURCHASE AGREEMENT intact and to defer the closing of the transaction until the CONDOMINIUM UNIT is completed and ready for possession. SELLER shall then have the right, however, to request a binding written confirmation of such election by PURCHASER and PURCHASER shall execute such confirmation of such election within fifteen (15) days of SELLER so requesting. Failure to so respond shall give to the SELLER the option, but not the obligation, to presume the rescission of this PURCHASE AGREEMENT.

4. APPLICATION: APPROVAL OF PURCHASER. Operation, administration and management of the CONDOMINIUM will be by Association in the form of a non-profit corporation. PURCHASER acknowledges this PURCHASE AGREEMENT to be an application for membership in the Condominium Association. PURCHASER agrees and authorizes that an investigation of PURCHASER and his immediate family may be made by the SELLER or its agents, and, accordingly, SELLER shall have a period of time in which to accomplish such investigation and during which it may, for any reason deemed sufficient by it, cancel and terminate this PURCHASE AGREEMENT. Said time period shall be a maximum of sixty (60) days past the date of the execution of this PURCHASE AGREEMENT, but shall under no circumstances continue beyond that date which is fifteen (15) days prior to the date of the title conveyance closing of this transaction as herein called for or as initially scheduled by the SELLER. Should the SELLER elect to cancel and terminate this PURCHASE AGREEMENT under the provisions of this paragraph, he shall give notice of such election in writing by mail to the PURCHASER at the address provided herein for the giving of notice and shall return to the PURCHASER any and all sums deposited hereunder by PURCHASER. When said deposits shall have been returned to the PURCHASER, all rights of the PURCHASER hereunder shall cease and terminate and the parties shall be discharged of all of their obligations hereunder. It is further understood that there shall be no liability upon the SELLER or any of its officers, directors, stockholders, agents or employees, either for approving or disapproving PURCHASER, or any other purchaser, or for the method or manner of making any investigation of PURCHASER, nor shall the SELLER be required or obligated to cite or specify any cause for disapproval or rejection of the PURCHASER.

5. MONTHLY ASSESSMENT: GUARANTEE. The monthly assessment is the pro rata share of the common expenses of the CONDOMINIUM attributable to the CONDOMINIUM UNIT, including general maintenance and management of the common elements. SELLER guarantees that the total monthly assessment that shall be charged to the subject CONDOMINIUM UNIT shall not exceed the amount set forth in the Prospectus of the CONDOMINIUM, for the period indicated in the Prospectus. This guarantee is not intended to include and does not include physical modifications or other unusual expenditures not ordinarily anticipated in normal maintenance and management operations. No expense called for or occasioned by an action or decision of the Board of Directors of the Condominium Association subsequent to the relinquishing of the Board's control by the SELLER that is inconsistent with expenses preceding such relinquishment shall be covered by or included in this guarantee. If, as and when majority control of the Board of Directors of the Condominium Association is no longer exercised by the SELLER, then this guarantee, if otherwise still in effect, shall be terminated. PURCHASER acknowledges and agrees that if the SELLER no longer exercises majority control of the Board of Directors of the Condominium Association, then notwithstanding anything elsewhere herein stated, there shall be no guarantee, expressed or implied, by SELLER to PURCHASER relative to the monthly maintenance charges for the CONDOMINIUM UNIT. Monthly assessments for common expenses shall be due and payable in advance.

6. CLOSING DATE. Closing of this sale, including payment in full of the balance of funds due as shown on SELLER's closing statement and the execution of necessary documents and acknowledgments by the PURCHASER and by PURCHASER's spouse, if married, which may be necessary to give effect to this PURCHASE AGREEMENT, shall take place at the SELLER's place of business, or such office as designated by SELLER, upon ten (10) days' written notice from SELLER to PURCHASER, or in the event the CONDOMINIUM UNIT is, upon this date, completed, said closing shall take place within forty-five (45) days of the date of this PURCHASE AGREEMENT. TIME IS OF THE ESSENCE AS TO THE DATE OF CLOSING. SELLER may, if it deems it necessary, delay the closing date and shall incur no liability by so doing. In the event PURCHASER shall find it inconvenient to attend the closing at SELLER's place of business within the time herein specified, then SELLER may request that closing be effected by mail and PURCHASER shall in such case promptly make the remittances, executions, acknowledgments and other necessary responses by correspondence as shall be required of him in order that closing may be so effected. Notwithstanding any previously estimated date for occupancy of the CONDOMINIUM UNIT, it is understood and agreed that PURCHASER shall not be entitled to any degree of possession or occupancy of the CONDOMINIUM UNIT prior to closing and to the conveyance of title by SELLER to PURCHASER. Possession of the subject CONDOMINIUM UNIT by PURCHASER prior to said closing shall be illegal and contrary to the terms of this PURCHASE AGREEMENT and, in case of such premature possession, SELLER shall, in its sole discretion, have the right to require vacation by PURCHASER at PURCHASER's expense and PURCHASER shall have the obligation to so vacate. Notwithstanding the foregoing, delivery of possession or any other right of access to the CONDOMINIUM UNIT accorded by SELLER to PURCHASER prior to the closing of this transaction and/or prior to PURCHASER's completing any and all things required to PURCHASER under this PURCHASE AGREEMENT, shall not constitute a waiver by SELLER of any of PURCHASER's obligations in those respects or otherwise herein undertaken and PURCHASER shall nevertheless honor his obligations and responsibilities to the SELLER at SELLER's request even if same shall be after the closing and/or delivery of access to or possession of the CONDOMINIUM UNIT by SELLER to PURCHASER. It is contemplated that, at the time of the closing of this transaction, there may be construction of other improvements still under way at or near the CONDOMINIUM UNIT or other condominiums. The foregoing shall not in any way relieve the PURCHASER of responsibility to close on his CONDOMINIUM UNIT and to freely accept any and all responsibilities and obligations undertaken at the closing subject however to the appropriate provisions of Chapter 718 F.S. In the event that "touch-ups" or minor repairs, as of the announced closing date, are agreed to be necessary in the CONDOMINIUM UNIT, the PURCHASER shall look to the SELLER's Warranty, to the servicing organization expressly maintained by the SELLER for such purposes, and/or to the warranties of manufacturers and/or subcontractors which have been or shall be assigned to PURCHASER or SELLER, to remedy same and

shall not in any way use such need for "touch-ups" or minor repairs as grounds whether to defer the closing on the CONDOMINIUM UNIT, or pay all monies due at closing pursuant to this PURCHASE AGREEMENT. Should PURCHASER fail to close as of the closing date set by SELLER, as provided herein, PURCHASER shall further be required to pay to SELLER in cash at the time of closing a sum computed by multiplying the total number of days from the date set for closing by SELLER to the date of actual closing times FIFTEEN DOLLARS (\$15.00) per day, plus a sum equal to fifteen percent (15%) per annum of the total purchase price less the deposits paid from the date set for closing by SELLER to the date of actual closing.

7. TITLE CONVEYANCE. The SELLER will convey good and marketable or insurable title by statutory Warranty Deed subject only to the following exceptions:

7.01 Zoning and/or restrictions and prohibitions imposed by governmental authority;

7.02 Taxes for the year in which the sale is closed; attributable to PURCHASER's CONDOMINIUM UNIT and subsequent years;

7.03 Conditions, limitations, restrictions, reservations, and easements of record or created by custom, or easements hereafter granted by SELLER;

7.04 The Declaration of Condominium and the Declaration of Covenants and Restrictions of Oakland Forest, including all Exhibits and Amendments thereto;

7.05 Any mortgage executed by PURCHASER encumbering his CONDOMINIUM UNIT, or executed by SELLER which is to be assumed by PURCHASER;

7.06 Sewer, water, electric, gas, telephone and other utility easements, cable television easements and agreements, and consents, if any, now or hereafter entered into and recorded, including the right to maintain and operate lines, wires, cables, poles and distribution boxes in, over, through and upon said condominium property;

7.07 Covenants and easements created or to be created in favor of municipalities, public and private utilities, and the SELLER for the installation of utilities, lines, mains, pipes, poles, wires, tunnels, canals, etc. with right to access to service the same;

7.08 Facts as may be shown by an accurate survey of the premises at the date of delivery of the deed;

7.09 Riparian and littoral rights, or governmental rights as to navigable waters;

7.10 The standard exceptions in an Owner's Policy of the Title Insurance, ALTA Form-A 1970;

7.11 Any or all of the foregoing subject provisions may be omitted from the deed to be delivered hereunder, but such provisions so omitted shall nevertheless survive delivery of the deed.

8. CLOSING. The closing of the sale shall be effected in the following manner:

8.01 The balance of the purchase price will be paid in U.S. funds to SELLER by a certified or cashier's check, drawn on a bank in Palm Beach or Broward County, Florida;

8.02 Real estate and any other taxes will be prorated on the date upon which SELLER is ready to close this sale according to the terms of this PURCHASE AGREEMENT. If the real estate taxes for the year of closing are assessed against the SELLER and the SELLER receives the tax statement the SELLER shall either pay the tax bill in full and notify the PURCHASER of the PURCHASER's pro rata share of the taxes which the PURCHASER shall upon receipt of the notice reimburse to SELLER or SELLER shall deliver to PURCHASER the current year's real estate tax statement together with SELLER's check for

SELLER's pro rata share of the taxes made payable to the Revenue Collector and PURCHASER shall be responsible for payment of the entire real estate tax statement. If the real estate taxes for the year of closing are assessed against the PURCHASER, the PURCHASER shall immediately provide the SELLER with a copy of the tax statement upon PURCHASER's receipt of same whereupon SELLER shall deliver its check for SELLER's pro rata share of the taxes made payable to the Revenue Collector to the PURCHASER; PURCHASER shall be responsible for payment of the entire real estate tax statement. This provision shall survive the closing and the delivery of the deed of conveyance to PURCHASER.

8.03 The following expenses will be paid by PURCHASER at the closing:

8.03.01 All costs which any mortgagee requires to be paid if PURCHASER is to obtain a mortgage loan or assume a mortgage, including but not limited to loan fee points charged by the lender, documentary stamps and intangible tax for a mortgage and note, charges for prepaid interest escrow for taxes and insurance, charges for abstracting, mortgagee title insurance, private mortgage insurance, credit report and all costs and fees incident to the obtaining or closing of any prior mortgage which PURCHASER assumes;

8.03.02 Municipal service taxes, utility deposits, and any other proratable items which shall be prorated as of the date upon which SELLER is ready to close;

8.03.03 The pro rata condominium assessment due for the CONDOMINIUM UNIT according to this PURCHASE AGREEMENT, and a contribution to a working capital fund of the Association in an amount equal to two (2) months' assessments for the CONDOMINIUM UNIT;

8.03.04 The PURCHASER shall pay the following expenses at the closing: cost of documentary stamps required to be paid or affixed to the deed, recording deed, owner's title insurance, if ordered by PURCHASER, and any costs of abstracting.

8.04 Inspection of Unit Prior to Closing. PURCHASER shall be given a reasonable opportunity to examine his CONDOMINIUM UNIT with SELLER's representative prior to closing the title, and at that time shall present to SELLER an Inspection Request signed by PURCHASER setting forth any defects in workmanship or materials. As to any items therein described which are truly defects in workmanship and materials (keeping in mind the construction standards prevalent in Broward County relative to the type and price of CONDOMINIUM UNIT contained in the CONDOMINIUM in which the CONDOMINIUM UNIT is located). SELLER shall be obligated to correct the same at its cost within a reasonable period of time, but SELLER's obligation to correct shall not be a ground for deferring the closing of title nor the imposition of any condition upon closing. Failure of PURCHASER to examine this CONDOMINIUM UNIT prior to the date established by SELLER for closing shall not be grounds for deferring a closing of title, nor the imposition of any condition upon closing, nor is SELLER obligated to honor an inspection report submitted after closing unless agreed to in writing by SELLER prior to closing.

8.05 The acceptance of a deed by PURCHASER shall be deemed to be full performance and discharge of every agreement and obligation on the part of the SELLER to be performed pursuant to this PURCHASE AGREEMENT, except those which are herein specifically stated to survive the delivery of the deed.

8.06 The parties acknowledge the SELLER is not required to furnish PURCHASER with an Abstract of Title nor a Title Insurance Policy or Binder.

9. FINANCING. Should PURCHASER elect to use the proceeds of a mortgage loan for any portion of the balance due at closing, then PURCHASER specifically accepts responsibility for promptly executing and submitting, immediately upon entering into this PURCHASE AGREEMENT, the necessary loan application forms, personal, financial and credit information, Commitment Acceptance form and responding to and executing all other inquiries or instruments, and for promptly responding to all relative correspondence, in order that no delay

shall result in the time specified for closing, SELLER's closing time being of the essence of this PURCHASE AGREEMENT. SELLER makes no representations guaranteeing mortgage financing which may be made available to PURCHASER, but SELLER, at PURCHASER's request, may provide PURCHASER with whatever advice and information SELLER may have on current sources, rates and other conditions relative to such mortgage financing. PURCHASER shall pay all other expenses incidental and attributable to such mortgage including escrow for taxes, insurance and prepaid items, and including all such costs incurred by SELLER where SELLER creates a permanent mortgage to be assumed by PURCHASER. Unless expressly provided for in a separate written agreement, PURCHASER's obligation to close on the purchase (as otherwise provided in this PURCHASE AGREEMENT) shall not be contingent upon PURCHASER's obtaining any financing.

10. PAYMENT, USE AND RELEASE OF FUNDS. Where money is advanced or deposited on this PURCHASE AGREEMENT for the purchase of a CONDOMINIUM UNIT prior to the time when the commencement of improvements has commenced as to the Condominium Property in which said CONDOMINIUM UNIT is located, such money shall be held in a special account by SELLER, pursuant to Florida Statute 718.202(2). Any interest earned on all funds described in this paragraph shall accrue to SELLER without credit to PURCHASER. Upon the commencement of construction of the improvements on the Condominium Property in which the CONDOMINIUM UNIT being purchased is located, SELLER may withdraw the money so deposited or advanced for the purchase of the aforesaid CONDOMINIUM UNIT from the special account and use such sums in the actual construction and development of the Condominium Property in which the CONDOMINIUM UNIT being purchased is located, it being understood and agreed that said funds may only be used by the SELLER pursuant to the provisions of Florida Statute 718.202(3). Where money is advanced or deposited on this PURCHASE AGREEMENT for the purchase of a CONDOMINIUM UNIT after the time when the commencement of improvements has commenced as to the Condominium Property, SELLER may use such funds pursuant to the provisions of Florida Statute 718.202(3). Where PURCHASER enters into this PURCHASE AGREEMENT for the purchase of a CONDOMINIUM UNIT, as above described, and the construction, furnishing and landscaping of the property submitted to condominium ownership has not been substantially completed, pursuant to the provisions of Florida Statutes 718.202(1), notwithstanding the provisions hereinbefore set forth in this paragraph, SELLER shall establish an escrow account, pursuant to the aforescribed statute in which shall be deposited all payments received by SELLER from PURCHASER of such unit upon the sale price of the unit until the amount deposited shall equal ten (10%) percent of the sale price. Where funds are escrowed pursuant to Florida Statutes 718.202(1), they shall be deposited in such accounts and released upon the conditions and in the manner set forth in such statutes; however, if the escrow fund shall earn interest thereon, said interest shall be paid to SELLER without credit to PURCHASER, unless said PURCHASER is entitled to the return of the principal, and the expense incurred by the Escrow Agent in discharging his duties shall be paid by PURCHASER in addition to the purchase price for said unit, as provided elsewhere in this PURCHASE AGREEMENT. Where funds are placed in escrow under the provisions of F.S. 718.202(1) and the Escrow Agent does not pay said funds to SELLER, as provided in said statute, PURCHASER shall be liable for SELLER's reasonable attorney's fees and costs incurred by SELLER by virtue of any litigation brought by SELLER or litigation of which SELLER is a part in connection with SELLER's seeking to obtain said funds and SELLER is the prevailing party, including attorney's fees and costs incurred by SELLER as to any appeals. Where PURCHASER enters into this PURCHASE AGREEMENT for the purchase of a CONDOMINIUM UNIT as of a date when SELLER has completed, established, furnished and landscaped the property submitted to the condominium ownership wherein the CONDOMINIUM UNIT is being purchased is located, SELLER is not required to comply with the provisions of F.S. 718.202 and the subsections thereunder. The function of the Escrow Agent in holding the escrow is as an accommodation to PURCHASER and SELLER and that of a stockholder, and, as such no liability shall ever attach to or against the Escrow Agent for its acts, provided it complies with the F.S. 718.202 and the escrow provisions of this PURCHASE AGREEMENT. The parties hereto agree that if the Escrow Agent becomes involved in litigation as a result of either holding or disbursing the escrow funds, then PURCHASER or SELLER, whoever shall be the losing party, or whomsoever the court shall determine, shall be responsible for payment of attorney's fees and court costs of the Escrow Agent. PURCHASER AGREES THAT PURCHASER'S DEPOSIT MAY BE PAID TO AND USED BY SELLER IF SELLER ASSURES THE RETURN OF SUCH DEPOSITS TO PURCHASER BY AN IRREVOCABLE LETTER OF

CREDIT IN ACCORDANCE WITH THE ESCROW AGREEMENT, AND IN ACCORDANCE WITH FLORIDA STATUTE §718.202(1).

11. THE CONDOMINIUM PARCEL: FULL DISCLOSURE. PURCHASER'S CONDOMINIUM UNIT includes his unit and an undivided interest in the common elements of the CONDOMINIUM as specified in the Declaration of Condominium. The cost of maintenance and taxes will be a common expense. PURCHASER'S CONDOMINIUM UNIT will be security for the payment of his proportionate share of the common expense. PURCHASER agrees to be liable for his common expense. PURCHASER agrees to be liable for his proportionate share of the common expenses, i.e., as to the CONDOMINIUM UNIT described above, and to pay the assessments of the Association as provided in the Declaration of Condominium and other exhibits listed herein. PURCHASER authorizes the first Board of Directors of the Condominium Association to enter into the Management Agreement contemplated herein and directs all subsequent boards to adhere to and abide by same. PURCHASER acknowledges by execution of this PURCHASE AGREEMENT that, prior to said execution, PURCHASER has received the hereinbelow listed items, instruments, documents and other exhibits (sometimes herein called the "CONDOMINIUM DOCUMENTS"), and which CONDOMINIUM DOCUMENTS are made a part hereof, along with a folder or brochure showing the floor plan of the CONDOMINIUM UNIT with a list of salient features of interest to a PURCHASER. PURCHASER acknowledges having received, examined, read and does hereby accept, approve and ratify copies of each and all of the said CONDOMINIUM DOCUMENTS and all provisions therein relative to the CONDOMINIUM UNIT, to wit:

11.01 Declaration of Condominium, together with Exhibit "A" attached.

11.02 Survey Exhibit as to said CONDOMINIUM and all units and improvements therein and thereon.

11.03 Bylaws and Articles of Incorporation.

11.04 Management Agreement.

11.05 Rules and Regulations as to the Condominium Property.

11.06 A copy of the Estimated Operating Budget for the maintenance and management of the CONDOMINIUM and Schedule of Condominium Unit Owner's Expenses.

11.07 Prospectus, i.e., offering circular.

11.08 Where applicable, a copy of any contract or agreement for the management or maintenance of the Condominium Association and/or operation of the Condominium Facilities used by the Unit Owners for a term of service in excess of one (1) year (other than the Management Agreement above listed).

11.09 Copy of PURCHASE AGREEMENT, including General Provisions, i.e., Paragraphs 1 through 20.

11.10 Escrow Purchase Agreement pursuant to F.S. 718.202, if applicable.

11.11 The Declaration of Covenants and Restrictions of Oakland Forest and Exhibits thereto, including the Articles and Bylaws of The Oakland Forest Property Owners Association, Inc. and all amendments thereto.

PURCHASER agrees that ownership and occupancy of his CONDOMINIUM UNIT and of the CONDOMINIUM will at all times be subject to the provisions of the CONDOMINIUM DOCUMENTS. PURCHASER agrees to be bound by each and all of the terms and conditions of the said CONDOMINIUM DOCUMENTS and to purchase the CONDOMINIUM UNIT pursuant to this PURCHASE AGREEMENT and subject to the CONDOMINIUM DOCUMENTS. The Declaration of Condominium for the CONDOMINIUM UNIT will be recorded in the public records prior to the delivery of the Warranty Deed by SELLER to PURCHASER. SELLER reserves the right to amend any of the

instruments and documents subject to terms and conditions of the CONDOMINIUM DOCUMENTS and as elsewhere herein stated relative to such amendment. PURCHASER specifically, freely and unconditionally acknowledges his full agreement and intention to be bound by all of the provisions of this PURCHASE AGREEMENT and by all of the provisions of the CONDOMINIUM DOCUMENTS referred to herein, notwithstanding any future legislation and/or adjudication at law relative to such contracts, understandings, provisions, agreements, documents, exhibits or other elements included, alluded to or touched upon in this PURCHASE AGREEMENT. The foregoing is subject to the applicable representations and warranties set forth in the CONDOMINIUM DOCUMENTS.

12. PURCHASER'S STATUTORY RIGHT OF RESCISSION. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. It is contemplated that upon or prior to the execution of this PURCHASE AGREEMENT, all of those items of disclosure referred to in Paragraph 11 above, and which are listed in Paragraph 11 herein, and as are set forth under Florida Statutes 718.503(2), 718.503(3) and 718.504 shall be in a state of completion and shall have been fully and properly presented to PURCHASER. If, however, upon the execution of this PURCHASE AGREEMENT, any one or more of the said items shall not be available or shall for any reason be omitted from presentation to PURCHASER, then such omission shall be noted on a standard form which shall have been established by SELLER for such specific purposes and which shall be executed with the formality necessary to constitute an amendment to this PURCHASE AGREEMENT and be made part hereof by reference.

13. DEVELOPER'S RIGHTS; UNSOLD OR ACQUIRED APARTMENTS. It is contemplated that all CONDOMINIUM UNITS in the CONDOMINIUM will be sold; however, SELLER, through itself and any of its affiliates or subsidiaries, shall be entitled to retain ownership, obtain ownership, mortgage, sell or lease and/or rent (for either a fixed or uncertain term) any unsold or acquired CONDOMINIUM UNITS so held by it, or by said affiliates or subsidiaries, and no such sale, mortgage or lease and/or rental shall require the approval of the Board of Directors of the Condominium Association or of the Condominium Membership as to the proposed PURCHASER, Mortgagee or Lessee, tenant or guest. It is understood, however, that SELLER will use reasonable prudence in determining the desirability of persons to whom conveyances or with whom leases or rentals may be made. SELLER shall also retain the right of access to and the use of unsold CONDOMINIUM UNITS of its choice and of any of the common elements appurtenant thereto for use as sales models or for purposes of otherwise promoting or effecting sales or for the conducting of any business or activity attendant thereto, including, but not by way of limitation, the erections and maintenance of signs, exhibits, displays, barriers, walks, lights, sound effects and the like, either indoors or outdoors during such time and in such manner as SELLER, in its sole discretion, shall deem advisable. In conjunction with the sale or conveyance of CONDOMINIUM UNITS in the CONDOMINIUM to one or more persons who may be in the business of selling, leasing and/or developing residential units, SELLER may convey and/or assign, wholly, unimpaired and undiminished, any and all of the rights and privileges retained for and by SELLER in and by virtue of this PURCHASE AGREEMENT and in the Condominium Declaration and other enabling documents relative to the CONDOMINIUM of which this PURCHASE AGREEMENT is the subject, to such other person(s) or surrogate developer(s) with respect to the CONDOMINIUM UNITS conveyed to them. Further, such transfer or assignment of rights shall not serve to diminish or otherwise impair those same rights reserved to and retained by SELLER with respect to any remaining dwelling CONDOMINIUM UNITS retained, re-acquired or otherwise owned by SELLER. The provisions herein shall survive the closing as to the CONDOMINIUM UNIT and they are paramount to any contrary provisions on the Declaration of Condominium and exhibits thereto.

14. DEVELOPER'S RIGHTS: FUTURE PLANNING. SELLER reserves the right to make such changes in the CONDOMINIUM DOCUMENTATION as it deems necessary, and all other such rights as are provided herein, including the right to change

the legal description of the CONDOMINIUM in which the CONDOMINIUM UNIT being purchased is located. PURCHASER understands that the Survey Exhibits, which PURCHASER received prior to the execution of this PURCHASE AGREEMENT, may have been prepared from preliminary plans and, when the improvements on the Condominium Property are sufficiently complete, said Survey Exhibit, i.e., Exhibit "A," will be modified and changed as required and said survey shall include the statutory certificate required and it will be attached Exhibit "A" to the Declaration of Condominium and duly recorded with same, together with the other exhibits to said Declaration. Notwithstanding the foregoing, where SELLER makes a change or amendment, SELLER shall notify PURCHASER in writing as to said change or amendment, and if the change or amendment materially alter or modify the offering in a manner which is adverse to PURCHASER, PURCHASER shall have fifteen (15) days from the date of said notice within which to advise SELLER, in writing, that PURCHASER does not approve said change or amendment, and in such case, PURCHASER shall be entitled to cancel this PURCHASE AGREEMENT, and SELLER's refunding PURCHASER's deposit(s), without interest thereon, the parties shall be relieved from all obligations under this PURCHASE AGREEMENT, and this PURCHASE AGREEMENT shall be cancelled. PURCHASER does not have the right to prevent SELLER from making the proposed change(s) or amendment(s), and PURCHASER's right in such case is limited, as specified herein. Notice from SELLER to PURCHASER of changes or amendments shall be delivered personally or mailed, as elsewhere provided in this PURCHASE AGREEMENT, and if SELLER does not receive a written notification from PURCHASER, as specified and within the time provided herein, PURCHASER shall be deemed to have approved the changes or amendments. The terms "CONDOMINIUM DOCUMENTATION" or "CONDOMINIUM DOCUMENTS" shall include, but not by way of limitation, the applicable items required to be furnished PURCHASER pursuant to F.S. 718.503(2), 718.503(3)(b) and 718.504.

15. DEFAULT. In the event PURCHASER fails to remit the deposit(s) and/or other payments herein called for, or fails to pay the balance of the purchase price when due and within the time limits specified or, at closing, fails to make the necessary acknowledgment or fails to execute the necessary documents, including, where applicable, the documents required to be executed by PURCHASER's mortgagee, so as to enable this transaction to be consummated as herein anticipated and within the time limits specified or in any other manner breaches this PURCHASE AGREEMENT or fails to fulfill the obligations herein undertaken, and shall not correct such default, breach or failure within ten (10) days after SELLER has given BUYER written notice of same, time being of the essence, then SELLER may declare this PURCHASE AGREEMENT terminated and retain or procure from Escrow Agent all monies theretofore paid by PURCHASER as liquidated and agreed upon damages and, thereupon, all parties hereto shall be relieved of any further liability each to the other herein undertaken, or SELLER may assert its other legal and equitable remedies, including the right to seek specific performance of this PURCHASE AGREEMENT. The provisions herein contained for liquidated and agreed upon damages are a bona fide provision for such and are not a penalty, the parties understanding that by entering into this PURCHASE AGREEMENT and by making the required deposit(s) hereunder the PURCHASER has induced SELLER to bind itself to the sale of the CONDOMINIUM UNIT, withdrawing it from sale to the general public at a time when other parties would be interested in purchasing same, and that PURCHASER's default or failure to perform hereunder shall cause damage to SELLER which shall be substantial, but not susceptible to specific ascertainment, and therefore this provision for liquidated and agreed upon damages is incorporated as a benefit to both parties. In the event of PURCHASER's default or breach as defined in this paragraph and/or elsewhere herein, PURCHASER specifically, freely, unconditionally and irrevocably instructs the Escrow Agent to promptly disburse to SELLER the escrowed funds as liquidated damages and to otherwise abide by all the provisions herein and agrees to hold Escrow Agent harmless and without jeopardy in so doing. In the event SELLER defaults under the terms of this PURCHASE AGREEMENT, PURCHASER shall be entitled to a return of all deposits paid pursuant to this PURCHASE AGREEMENT, together with interest thereon at a rate equal to the regular passbook savings account rate then being paid by savings and loan associations in the county in which the property is located and thereupon all parties hereto shall be relieved of any further liability each to the other herein undertaken, or PURCHASER may attempt to obtain specific performance of this PURCHASE AGREEMENT.

16. LIMITATIONS ON PETS. PURCHASER represents that PURCHASER does not now, nor at any future time, intend to bring onto the Condominium Property, nor into the CONDOMINIUM UNIT being purchased, nor keep with said CONDOMINIUM UNIT, a pet, nor cause or allow same to occur. Or, if the contrary be true, that such act shall be allowed only by a conditional license granted by SELLER, that such license may be revoked either by SELLER or by a majority of the Board of Directors of the Condominium Association, their successors or assigns, at their sole discretion; and further that such act shall be covered by a separate agreement known as "PET PERMISSION AGREEMENT" and by all of the provisions contained therein, whether or not such agreement shall be separately signed and executed by the parties hereto, said "PET PERMISSION AGREEMENT" being made a part of this PURCHASE AGREEMENT by reference. Assurances by the PURCHASER, herein made, shall specifically survive the closing of this sale and the conveyance of title to the CONDOMINIUM UNIT from SELLER to PURCHASER.

17. GIVING OF NOTICE. Whenever any notice to PURCHASER is required, the same may be delivered either personally or by mail, addressed to PURCHASER at the address set forth in this PURCHASE AGREEMENT. Whenever notice to SELLER is required, the same must be mailed by certified mail to SELLER, addressed to SELLER at SELLER's address set forth in this PURCHASE AGREEMENT. All notices shall be deemed and considered delivered when mailed or personally delivered as herein provided; however, ANY NOTICE MAILED BY PURCHASER TO DEVELOPER RELATIVE TO PURCHASER'S PROPOSAL OR INTENTION TO TERMINATE THIS AGREEMENT SHALL BE SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, WHICH NOTICE SHALL BE DEEMED "DELIVERED" ON THE "DATE DELIVERED," AS ENTERED ON SAID RECEIPT.

18. PERFORMANCE, FINAL AGREEMENT. If, on the date of this PURCHASE AGREEMENT, no Certificate of Occupancy or other permit or permission by appropriate governmental authority to occupy has been issued for the CONDOMINIUM UNIT or for the building in which said CONDOMINIUM UNIT is located, then performance hereunder by SELLER relative to the construction, preparation and completion of the CONDOMINIUM UNIT shall be specifically and conclusively evidenced by the issuance of such certificate or permission, whether issued for the entire building in which the CONDOMINIUM UNIT may be situated, or for only the specific CONDOMINIUM UNIT. If or when said certificate or other permission is issued, then any further performance by SELLER called for by this PURCHASE AGREEMENT is limited to the closing of this transaction and conveyance of title to the CONDOMINIUM UNIT to PURCHASER as elsewhere herein set forth, and PURCHASER's acceptance of the Deed and of said title shall constitute PURCHASER's acceptance and acknowledgment of full performance by SELLER. All understandings and agreements heretofore reached between the parties hereto are merged into this PURCHASE AGREEMENT. No representations, oral or written, made by or on behalf of SELLER shall be binding upon SELLER unless the same be fully set forth herein. PURCHASER acknowledges that SELLER has made no representations, warranties, promises or guaranties except as set forth in this PURCHASE AGREEMENT. No amendment to this PURCHASE AGREEMENT shall be valid unless the same be in writing executed by the parties hereto and specifically referred the same be in writing executed by the parties hereto and specifically referred to as an amendment to this PURCHASE AGREEMENT. PURCHASER acknowledges that this PURCHASE AGREEMENT is not recordable and that if recorded by PURCHASER, such recordation shall constitute, at the option of SELLER, a nullity and will constitute PURCHASER's default of this PURCHASE AGREEMENT, reserving for SELLER any and all recourses upon PURCHASER's default herein set forth.

19. MANAGEMENT OF THE CONDOMINIUM. The Condominium Association has entered into a net-type Management Agreement, a copy of which is attached in the CONDOMINIUM DOCUMENTS provided to the PURCHASER, and the terms and provisions of same shall be deemed to be repeated and realleged as though they were specifically set forth in this PURCHASE AGREEMENT.

20. MISCELLANEOUS PROVISIONS.

20.01 PURCHASER warrants and represents that there is no real estate broker involved in this transaction and, therefore, SELLER will not be liable for a real estate brokerage commission. PURCHASER further agrees to indemnify and hold SELLER harmless from any such claim to a real estate commission in this transaction and will pay the costs and expenses of defending against any such claim, including reasonable attorney's fees. This Agreement

to indemnify and hold SELLER harmless from any claim to a real estate commission shall survive the closing and delivery of the deed of conveyance. The foregoing shall not apply to any real estate broker employed by SELLER, and PURCHASER acknowledges that the person procuring this sale on SELLER's behalf is SELLER's agent and may be paid by SELLER upon completion of the sale.

20.02 All rights of PURCHASER under this PURCHASE AGREEMENT and all payments made by PURCHASER are not a lien upon the Condominium Property and/or CONDOMINIUM UNITS therein. Should this PURCHASE AGREEMENT be construed to be a lien on the CONDOMINIUM UNIT and/or Condominium Property, PURCHASER's lien shall be and is hereby deemed to be subordinate to any mortgage created by SELLER on said CONDOMINIUM UNIT and/or Condominium Property notwithstanding when said mortgage is created. PURCHASER may only create a lien on his CONDOMINIUM UNIT as or after he closes upon his CONDOMINIUM UNIT and pays all sums due thereon, and otherwise complies with the terms and conditions of this PURCHASE AGREEMENT, except for the lien under the Management Purchase Agreement.

20.03 The PURCHASE AGREEMENT, except where otherwise specified, and all the warranties, representations, duties, obligations, covenants, terms and commitments contained herein shall, where applicable, survive the closing of the transaction and the passage of Title from SELLER to PURCHASER and shall become a permanent part of the contract between the parties hereto and the beneficiaries of this PURCHASE AGREEMENT. If this PURCHASE AGREEMENT is signed by both husband and wife, both shall, for the purposes of enforcing the terms and conditions hereof, be considered jointly and severally liable.

20.04 This PURCHASE AGREEMENT is binding upon the parties hereto and their heirs, legal representatives, successors and assigns. PURCHASER may not assign this PURCHASE AGREEMENT or the PURCHASER's interest therein without the prior written consent of the SELLER and the fact that the SELLER refuses to give its consent to an assignment of this PURCHASE AGREEMENT shall not give rise to any claim for damages against SELLER. SELLER reserves the right to assign its rights hereunder to a mortgage lender as additional security.

20.05 The captions and title of the articles or paragraphs of this PURCHASE AGREEMENT are intended for convenience and reference only and shall in no way define, limit, alter or have effect upon the scope, meaning or intent of this PURCHASE AGREEMENT or any part of this PURCHASE AGREEMENT.

20.06 All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural form thereof, as the identity of the person or persons, or the situation require.

20.07 TIME IS OF THE ESSENCE, EXCEPT WHERE OTHERWISE SPECIFICALLY PROVIDED.

20.08 This PURCHASE AGREEMENT and any and all rights hereunder are subordinate to any construction mortgage placed on the condominium property by SELLER.

20.09 PURCHASER acknowledges that he has read this PURCHASE AGREEMENT and understands same, and further acknowledges by his execution of this PURCHASE AGREEMENT that he has received a copy of this PURCHASE AGREEMENT.

20.10 The CONDOMINIUM UNIT being purchased herewith has not been previously occupied by anyone other than the PURCHASER unless the person executing this PURCHASE AGREEMENT has crossed out, or on behalf of the SELLER crosses out, the word "not" in this sentence and initials said cross-out.

20.11 The escrow agent required, where applicable, under Section 718.202, Florida Statutes, is GULFSTREAM TITLE INSURANCE & ESCROW CORP., a Florida corporation, and PURCHASER may obtain a receipt for his deposit from the escrow agent upon request. Where applicable, PURCHASER acknowledges by virtue of the execution of this PURCHASE AGREEMENT that PURCHASER has also received, in addition to the documents described hereinabove, a copy of the Escrow Agreement, pursuant to F.S. 718.202 and 718.504(23)(o). The address of the Escrow Agent is 2600 Palm-Aire Drive North, Pompano Beach, Florida 33060.

20.12 Section 718.203, Florida Statutes, sets forth implied warranties that run to the PURCHASER from the SELLER, contractor, sub-contractor and suppliers, and SELLER MAKES NO EXPRESS OR OTHER WARRANTY WITH RESPECT TO THE WARRANTIES OF SECTION 718.203. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL ECONOMIC LOSS OR PROPERTY DAMAGE.

20.13 If PURCHASER is a foreign person as defined in the International Investment Survey Act, SELLER may be obligated to complete and file certain required reports concerning the PURCHASER's acquisition of the real estate under this PURCHASE AGREEMENT. PURCHASER hereby authorizes SELLER to file all required reports pursuant to the Act. This authorization is given only to the extent necessary for SELLER to comply with the reporting requirements of a U. S. person assisting or intervening in PURCHASER's acquisition of the real estate under this PURCHASE AGREEMENT and for no other purpose.

20.14 The following is a disclosure as to the type, thickness and R-value of the insulation SELLER will install in each part of PURCHASER's unit. The R-value is supplied by the manufacturer of the insulation, and SELLER makes no representation as to the accuracy of the R-value. SELLER reserves the right to change insulation with insulation having an equivalent R-value.

	<u>Type</u>	<u>Thickness</u>	<u>R-Value</u>
Exterior Walls			
Roof (second floor only)			
Boundary Walls Between Units			

ESCROW AGREEMENT
THE LAKES OF OAKLAND FOREST, A CONDOMINIUM

THIS AGREEMENT, is made this 8th day of July, 1983, by and between GULFSTREAM TITLE INSURANCE & ESCROW CORP., a Florida corporation ("ESCROW AGENT"), whose address is 2600 Palm-Aire Drive North, Pompano Beach, Florida 33060, and PALM-AIRE VILLAGE, INC., a Florida corporation ("DEVELOPER") whose address is 2501 Palm-Aire Drive North, Pompano Beach, Florida 33060, and the Division of Florida Land Sales and Condominiums, of the Department of Business Regulation, of the State of Florida ("DIVISION"), whose address is 725 South Bronough Street, Johns Building, Tallahassee, Florida 32301.

P R E A M B L E :

DEVELOPER is developing a condominium known as THE LAKES OF OAKLAND FOREST, A CONDOMINIUM, in Broward County, Florida.

DEVELOPER intends to enter into purchase contracts for the sale of units in the condominium, each of which is hereinafter referred to as a "CONTRACT."

DEVELOPER desires to make arrangements to escrow deposits paid or to be paid pursuant to the CONTRACTS in accordance with the provisions of the Florida Condominium Act, Florida Statutes, Section 718.202(1).

ESCROW AGENT has agreed to hold and disburse the deposits pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. From time to time, DEVELOPER will deliver cash or checks payable or endorsed to ESCROW AGENT, which will represent deposit monies paid pursuant to the CONTRACTS, together with a copy of the CONTRACT executed by the unit buyers and DEVELOPER. At the request of DEVELOPER, ESCROW AGENT shall provide DEVELOPER with a receipt for each deposit, delineating thereon the name of the buyer, the condominium unit number, and the amount of the deposit. ESCROW AGENT shall also give to the buyer named in such CONTRACT a similar receipt for any deposit monies of the buyer, upon request of the buyer. All deposits shall be held in an interest-bearing account.

2. From time to time DEVELOPER may deliver to ESCROW AGENT irrevocable and unconditional letters of credit having an original expiration date of not less than one (1) year from the date of issuance, issued by a bank or savings and loan association in the State of Florida in favor of ESCROW AGENT and/or the director of DIVISION. In addition, if any letter of credit is automatically renewable or does not have an expiration date, it shall provide the issuer will give DEVELOPER, ESCROW AGENT and DIVISION not less than forty-five (45) days' notice prior to terminating the letter of credit or prior to the issuer exercising its election not to renew the letter of credit. A copy of any letter of credit shall be delivered to DIVISION, which copy shall be certified by the issuer as a true copy of the original. Upon the issuance of any such letter of credit, and upon receipt of a letter from DIVISION approving same, ESCROW AGENT shall disburse to DEVELOPER all deposits held or thereafter paid to ESCROW AGENT up to but not more than the principal amount of the letter(s) of credit delivered to ESCROW AGENT.

3. The parties acknowledge that, pursuant to Florida Statutes, Section 718.202(1), each buyer's deposit, together with any interest earned, is to be paid to DEVELOPER if the buyer defaults in the performance of his obligations under his CONTRACT or upon the closing of the buyer's CONTRACT, or is to be paid to the buyer if the buyer properly terminates the CONTRACT pursuant to its terms or pursuant to the Florida Condominium Act. If pursuant to Florida Statutes, Section 718.202 any buyer's deposit is to be paid to DEVELOPER or to buyer, DEVELOPER will so notify ESCROW AGENT in writing, which written notice shall either direct ESCROW AGENT to disburse the buyer's deposit to the appropriate party, or indicate that the buyer's deposit has been appropriately paid to the buyer or retained by DEVELOPER, as the case may be, out of funds previously paid to DEVELOPER pursuant to Paragraph 2 of this Agreement. Upon receipt of such notice, if such notice indicates ESCROW AGENT is to disburse

EXHIBIT "8" TO PROSPECTUS

the buyer's deposit out of funds then held by ESCROW AGENT, ESCROW AGENT shall so disburse the buyer's deposit as indicated in DEVELOPER's notice. In any event, upon presentation to ESCROW AGENT of a Closing Statement signed by the buyer evidencing that the closing of the buyer's CONTRACT has occurred, ESCROW AGENT shall disburse to DEVELOPER all deposits of the buyer held by ESCROW AGENT, together with any interest earned.

4. Notwithstanding anything contained herein to the contrary, at all times the total monies held by ESCROW AGENT, plus the balance of all outstanding and unexpired letter(s) of credit held by ESCROW AGENT, must be at least equal to all buyers' deposits originally paid to ESCROW AGENT up to ten (10%) percent of the purchase price of each respective CONTRACT, less the amount of each buyer's deposit paid to or retained by the buyer or DEVELOPER pursuant to Paragraph 3 of this Agreement.

5. ESCROW AGENT is authorized to and shall cash any letter of credit not less than thirty (30) days before the expiration date, unless the letter of credit is no longer required in order to satisfy the condition set forth in Paragraph 4 of this Agreement. Furthermore, ESCROW AGENT is authorized to and shall cash any letter of credit required in order to provide ESCROW AGENT with sufficient funds to pay any buyer's deposit which ESCROW AGENT is required to pay pursuant to Paragraph 3 of this Agreement. ESCROW AGENT shall give DEVELOPER at least three (3) days notice prior to cashing any letter of credit, and upon such notice DEVELOPER may deposit sufficient funds with ESCROW AGENT so that ESCROW AGENT will not be required to cash the letter of credit. If any outstanding letter of credit is no longer required in order to enable ESCROW AGENT to satisfy the condition set forth in Paragraph 4 of this Agreement, then ESCROW AGENT shall return the letter of credit to DEVELOPER at the request of DEVELOPER. For purposes of this paragraph the expiration date of any letter of credit which is automatically renewable shall be extended by the applicable renewal periods until ESCROW AGENT receives notice from the issuer that the issuer will not renew the letter of credit.

6. ESCROW AGENT shall rely upon any written notice provided to ESCROW AGENT by DEVELOPER pursuant to Paragraph 3 of this Agreement in determining who is entitled to any buyer's deposit, and as to whether any such deposit has been properly paid to any buyer or retained by DEVELOPER, and in the event ESCROW AGENT so relies, DEVELOPER will indemnify and hold ESCROW AGENT harmless from any and all claims or liabilities ESCROW AGENT may incur, including any attorneys' fees. ESCROW AGENT may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertion contained in such writing or instrument; and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. ESCROW AGENT shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instruments delivered to it, nor as to the identity, authority, or rights of any person executing the same. The duties of ESCROW AGENT shall be limited to the safekeeping of the deposits and to disbursements of same in accordance with this Agreement. ESCROW AGENT undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Agreement against ESCROW AGENT. Upon ESCROW AGENT'S disbursing deposit monies of a buyer in accordance with the provisions hereof, the escrow shall terminate as regards said deposit monies, and ESCROW AGENT shall thereafter be released of all liability hereunder in connection therewith.

7. ESCROW AGENT may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. ESCROW AGENT shall not be liable for any mistakes of fact or error of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence, and DEVELOPER agrees to indemnify and hold ESCROW AGENT harmless from any claims, demands, causes of action, liabilities, damages, or judgments, including the cost of defending any action against it, or prosecuting or defending crossclaims, counterclaims or actions for declaratory relief or interpleader, together with any reasonable attorneys' fees incurred therewith either in original, appellate or administrative proceedings, in connection with ESCROW AGENT'S undertaking pursuant to the

terms and conditions of this Agreement, unless such act or omission is a result of the willful misconduct or gross negligence of ESCROW AGENT.

8. In the event DEVELOPER and any buyer shall disagree as to the fulfillment of the terms and conditions of this Agreement, ESCROW AGENT, in the event its officer in charge of his escrow is in doubt as to what action it should take, is hereby authorized simply to hold what it has (to preserve matters in status quo) until the buyer and DEVELOPER do agree, or until an order has been entered by a Court having jurisdiction of the parties hereto and the subject matter hereof directing it to act. Upon presentation of such order, properly certified, unless ESCROW AGENT has been notified that such order has been superseded, ESCROW AGENT will comply with such order and thereupon be fully released of all obligations by reason of this Agreement with respect to the deposit monies of the buyer. In the event ESCROW AGENT should become involved in any litigation by reason of the provisions of this Agreement, it shall be entitled to recover its costs incurred, plus reasonable attorneys' fees, whether incurred by prosecuting or defending any action or administrative proceeding, for the protection of its interests, from DEVELOPER and/or the buyer. No liability shall attach to ESCROW AGENT for its acts or those of its officers in connection with this Agreement unless the same are done or performed in bad faith.

9. ESCROW AGENT may resign at any time upon the giving of thirty (30) days' written notice to DEVELOPER. If a successor escrow agent is not appointed within thirty (30) days after notice of resignation, ESCROW AGENT may petition any court of competent jurisdiction to name a successor escrow agent and ESCROW AGENT herein shall be further relieved of all liability under this Agreement to any and all parties, upon the transfer of and due accounting for the escrow deposits and letter(s) of credit to the successor escrow agent either designated by DEVELOPER or appointed by the court. All and any ordinary and necessary expenses connected therewith incurred by ESCROW AGENT shall be paid by DEVELOPER.

10. DEVELOPER may, at its discretion, execute another escrow agreement relating to CONTRACTS for the Condominium, and place deposit monies with another escrow agent pursuant to such other escrow agreement, and nothing contained herein shall be deemed to obligate DEVELOPER to place all deposits for all CONTRACTS with ESCROW AGENT. Furthermore, in the event DEVELOPER executes another such escrow agreement, ESCROW AGENT agrees that, upon written notice by DEVELOPER, it will deliver all funds and deliver and assign all letter(s) of credit held by it to the escrow agent named in such other escrow agreement, provided the other escrow agent is a bank or trust company having trust powers, an attorney who is a member of the Florida Bar, a real estate broker registered under Chapter 475 of the Florida Statutes, a title insurance company authorized to insure title to real property in the State of Florida, or any other escrow agent authorized to hold deposits pursuant to Florida Statutes, Section 718.202. Upon any such transfer of funds and letter(s) of credit to any such successor escrow agent, ESCROW AGENT shall be relieved of all liabilities and obligations hereunder and DEVELOPER agrees to indemnify and hold ESCROW AGENT harmless from and against any and all liabilities in connection with the delivery of funds and letter(s) of credit to any such successor escrow agent.

11. If any CONTRACT so provides, upon written request to ESCROW AGENT by DEVELOPER, ESCROW AGENT shall disburse to DEVELOPER any deposits held by ESCROW AGENT pursuant to the CONTRACT in excess of ten (10%) percent of the sale price set forth in the CONTRACT. Pursuant to Florida Statutes, Section 718.202, these funds shall be held in a special escrow account by DEVELOPER or his agent and may not be used by DEVELOPER prior to closing the PURCHASE CONTRACT, except for refund to the buyer, or except for actual construction and development of the condominium property in which the unit to be sold is located. In any event, no part of such funds may be used for salaries, commissions, or expenses of salesmen or for advertising purposes by DEVELOPER. With respect to such funds, ESCROW AGENT will not be responsible as to the proper application of same by DEVELOPER, and DEVELOPER agrees to indemnify and hold ESCROW AGENT harmless from any and all liabilities which may be incurred by ESCROW AGENT, including attorneys' fees, in connection with the disbursement of such funds to DEVELOPER.

12. This Agreement shall be construed and enforced according to the laws of the State of Florida, and this Agreement shall be made a part, in its entirety, of any prospectus (required by Section 718.503-505, Florida Statutes), distributed to prospective buyers of condominium units in the condominium.

13. The funds escrowed are to be held in institutions insured by an agency of the United States, at the direction of DEVELOPER.

14. This Agreement shall be expressly incorporated by reference in all CONTRACTS between DEVELOPER and buyers.

15. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and shall be binding upon the parties, their respective successors and assigns.

16. In the event any mortgagee of DEVELOPER, by foreclosure, deed in lieu, or otherwise, succeeds to the rights of DEVELOPER with respect to any CONTRACT(S), the deposits for which are held or secured by letter(s) of credit placed in escrow pursuant to this Agreement, such mortgagee shall succeed to the rights of DEVELOPER under this Agreement with respect to such CONTRACT(S).

17. Upon the execution hereof by DEVELOPER and ESCROW AGENT, this Agreement will be in full force and effect and will be binding upon DEVELOPER and ESCROW AGENT. Notwithstanding the foregoing, unless and until such time as DIVISION executes this Agreement and a fully executed copy of this Agreement is delivered to ESCROW AGENT, all provisions contained herein relating to letters of credit will not be of any force and/or effect.

18. DEVELOPER acknowledges that any willfull failure to comply with the escrow provisions of Section 718.202, Florida Statutes, constitutes a criminal offense pursuant to Section 718.202(7), Florida Statutes.

19. DEVELOPER agrees to pay ESCROW AGENT a reasonable fee for ESCROW AGENT's duties to be performed hereunder as established by ESCROW AGENT from time to time.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES:

[Handwritten signatures of witnesses]

ESCROW AGENT:

GULFSTREAM TITLE INSURANCE & ESCROW CORP.,
a Florida corporation

By: *[Signature]*

Its *[Signature]*

Dated: 7-8-83

DEVELOPER:

PALM-AIRE VILLAGE, INC.,
a Florida corporation

By: *[Signature]*

Its Vice President

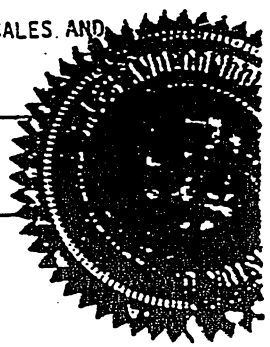
Dated: 7-8-83

DIVISION OF FLORIDA LAND SALES AND
CONDOMINIUMS

By: *[Signature]*

Its Director

Dated: 7-15-83



EAS:aju(CONDO 2)
05/01/83(1)

CONDOMINIUM WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 19__, by and between PALM-AIRE VILLAGE, INC., a Florida corporation, Grantor, and _____, Grantee, whose address is: _____.

WITNESSETH: 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 Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, and the heirs and assigns of Grantee, forever, the following described real property in Broward County, Florida, to-wit:

Unit No. _____ in Building No. _____ of THE LAKES OF OAKLAND FOREST, A CONDOMINIUM, according to the Declaration thereof, as recorded in Official Records Book _____, Page _____, of the Public Records of Broward County, Florida, and all amendments thereto.

SUBJECT TO:

1. Conditions, restrictions, limitations, reservations, agreements, declarations, dedications, and easements of record, and existing zoning.
2. Facts that an accurate survey or personal inspection would disclose.
3. Taxes for the current year and all subsequent years, and pending governmental liens.
4. The Declaration of Condominium of THE LAKES OF OAKLAND FOREST, A CONDOMINIUM, and all exhibits and amendments thereto, all of which Grantee, by acceptance of this Deed, agrees to comply with and be bound by.
5. The Declaration of Covenants and Restrictions of Oakland Forest, recorded in Official Records Book 9761, Page 815 of the Public Records of Broward County, Florida, and all exhibits and amendments thereto, all of which Grantee, by acceptance of this Deed, agrees to comply with and be bound by.
6. Any mortgage executed by Grantee.

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

WITNESSES:

PALM-AIRE VILLAGE, INC.,
a Florida corporation

By: _____
Its _____

(Corporate Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by _____, as _____ of PALM-AIRE VILLAGE, INC., a Florida corporation, on behalf of the corporation, this ____ day of _____, 198_.

NOTARY PUBLIC, State of Florida at Large

My Commission expires:

(Notary Seal)

EAS:ejü(CONDO 2)(1)

83-152603

FIRST AMENDMENT TO ARTICLES OF INCORPORATION
OF OAKLAND FOREST PROPERTY OWNERS ASSOCIATION, INC.

PALM-AIRE VILLAGE, INC., a Florida corporation, hereby amends the Articles of Incorporation of Oakland Forest Property Owners Association, Inc., which Articles are recorded in Official Records Book 9761, at Page 839, of the Public Records of Broward County, Florida, as Exhibit "B" to the Declaration of Covenants and Restrictions of Oakland Forest, recorded in Official Records Book 9761, at Page 815, of the Public Records of Broward County, Florida, as follows:

1. Paragraph 1 of Article V is hereby amended to read as follows:

1. The affairs of the MASTER ASSOCIATION shall be managed by a BOARD consisting of not less than three Directors, and which shall always be an odd number. The number of Directors shall be determined in accordance with the BYLAWS. In the absence of such determination, there shall be three (3) Directors.

(a) Until such time as 75% of the UNITS in each condominium, or in each noncondominium development that will be operated by a HOME-OWNERS ASSOCIATION, that may be developed within the SUBJECT PROPERTY have been conveyed to purchasers, or until 7 years after the DECLARATION is recorded, whichever occurs first, the DECLARANT shall have the right to appoint all Directors of the ASSOCIATION. Thereafter the Directors shall be elected by the MEMBERS, except that the DECLARANT shall have the right to appoint at least one Director so long as the DECLARANT owns any PROPERTY.

(b) Notwithstanding the foregoing, by written notice to the BOARD the DECLARANT may at any time relinquish its right to appoint one or more of the Directors, in which event the MEMBERS shall thereafter be entitled to elect the number of Directors no longer appointed by the DECLARANT, provided, however, that if the DECLARANT relinquishes its right to appoint one or more of the Directors, and thereafter the number of Directors is reduced, such reduction shall not diminish the number of Directors which may be appointed by the DECLARANT, but shall reduce the number of Directors which may be elected by the MEMBERS, unless and until such reduction results in all of the Directors being appointed by the DECLARANT.

2. Article VIII is amended to read as follows:

The first BYLAWS shall be adopted by the BOARD named herein, and may be altered, amended or rescinded in the manner provided by the BYLAWS. Notwithstanding the foregoing so long as the DECLARANT is entitled to appoint a majority of the Directors of the ASSOCIATION, no amendment to the BYLAWS shall be made, adopted or become effective without the written consent and/or approval of the DECLARANT, and the DECLARANT shall have the right to unilaterally amend the BYLAWS without the joinder or approval of any Directors or any MEMBER.

3. Paragraph 3 of Article IX is amended to read as follows:

Notwithstanding anything contained herein to the contrary, so long as the DECLARANT is entitled to appoint a majority of the Directors of the ASSOCIATION, no amendment to these ARTICLES shall be effective without the written approval of the DECLARANT and these ARTICLES may be amended by the DECLARANT without the approval of the MEMBERS or any Directors.

4. Article XIII is amended to delete present Article XIII and to insert the following as Article XIII:

All rights of the DECLARANT contained in these ARTICLES may be relinquished, in whole or in part, by the DECLARANT at any time upon written notice to the MASTER ASSOCIATION. Furthermore, these rights may be enforced by any successor in interest or assignee of the DECLARANT. However, any purchaser of any PROPERTY from the DECLARANT shall not be deemed a successor in interest or an assignee of the DECLARANT for such purposes unless the DECLARANT specifically assigns its rights hereunder to such purchaser.

This Amendment is made by PALM-AIRE VILLAGE, INC., as the successor and assignee of the DECLARANT, as that term is defined in the Articles of Incorporation of Oakland Forest Property Owners Association, Inc., pursuant to an assignment of the rights of the "DECLARANT" contained in that certain Warranty Deed recorded in Official Records Book 10390, Page 243, of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, PALM-AIRE VILLAGE, INC., has executed this Amendment this 10th day of May, 1983.

WITNESSES:

Phillip M. McEas-
Cathy J. Stewart

PALM-AIRE VILLAGE, INC., a Florida corporation
BY: Joel A. Armstrong, its Senior Vice President and Assistant Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 10th day of May, 1983, by Joel A. Armstrong Senior Vice President of PALM-AIRE VILLAGE, INC., a Florida corporation, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 23 1986
BONDED IN THE GENERAL INS. UNDERWRITERS

Debra A. Bue
NOTARY PUBLIC, State of Florida at Large
(Notary Seal)

REC 100000 7 100

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

THE LAKES OF OAKLAND FOREST, A CONDOMINIUM, ADDING PHASE _

THIS AMENDMENT to Declaration of Condominium, is made by PALM-AIRE VILLAGE, INC., a Florida corporation ("DEVELOPER").

P R E A M B L E :

THE LAKES OF OAKLAND FOREST, A CONDOMINIUM, was created by the Declaration of Condominium thereof (the "DECLARATION"), recorded in Official Records Book ____, Page ____, of the Public Records of Broward County, Florida. In Paragraph 23 of the DECLARATION, DEVELOPER reserved the right to add one or more additional phases to the CONDOMINIUM, pursuant to Florida Statutes, Section 718.403.

The following phase(s) has previously been added to the CONDOMINIUM pursuant to an Amendment to the Declaration, which Amendment for the respective phase is recorded in the Official Records Book and Page of the Public Records of Broward County, Florida, set forth below for the phase:

<u>Phase</u>	<u>O.R.B.</u>	<u>Page</u>
--------------	---------------	-------------

DEVELOPER now desires to amend the DECLARATION to add Phase ____ to the CONDOMINIUM.

NOW, THEREFORE, DEVELOPER hereby amends the DECLARATION as follows:

1. Attached hereto as Exhibit "C" is the legal description of the land which constitutes Phase ____, and a survey of the land and a graphic description of the improvements in which UNITS are located and a plot plan thereof that, together with the DECLARATION, are in sufficient detail to identify the COMMON ELEMENTS and each UNIT and their relative locations and approximate dimensions, in Phase ____. Exhibit "C" of the DECLARATION is hereby amended by adding thereto Exhibit "C" of this Amendment, and the fee simple title to the property described in Exhibit "C" of this Amendment is hereby submitted to the CONDOMINIUM FORM OF OWNERSHIP as part of the CONDOMINIUM. Accordingly, the complete legal description of the land now comprising the CONDOMINIUM, and the complete survey of the land and graphic description of the improvements in

EXHIBIT "11" TO PROSPECTUS

which UNITS are located and plot plan thereof that, together with the DECLARATION, are in sufficient detail to identify the COMMON ELEMENTS and each UNIT and their relative locations and approximate dimensions, in the entire CONDOMINIUM as hereby amended by adding Phase ___, now consists of Exhibit "C" of the DECLARATION, as same may have been previously amended by the addition of prior phases, and Exhibit "C" of this Amendment.

2. With this Amendment, there are a total of ___ UNITS in the CONDOMINIUM. Accordingly, pursuant to Paragraph 8 of the DECLARATION, each UNIT OWNER in the CONDOMINIUM now owns an undivided share in the COMMON ELEMENTS appurtenant to his UNIT, which share will equal 1/__. This undivided interest may be diluted as additional phases, and UNITS, are added to the CONDOMINIUM pursuant to Paragraph 23 of the DECLARATION.

3. Except as the DECLARATION is expressly or impliedly amended as provided herein, all of the terms and provisions of the DECLARATION shall remain in full force and effect. In particular, and without limitation, nothing contained herein shall be deemed to affect or modify the rights and privileges of DEVELOPER as provided in Paragraphs 23 and 24 of the DECLARATION with respect to any phases or lands not heretofore or herein added to the CONDOMINIUM.

IN WITNESS WHEREOF, the DEVELOPER has caused this Amendment to Declaration of Condominium to be executed this ___ day of _____, 198_.

WITNESSES:

PALM-AIRE VILLAGE, INC.,
a Florida corporation

By: _____, its

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 198_, by _____ of PALM-AIRE VILLAGE, INC., a Florida corporation, on behalf of the corporation.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

(Notary Seal)

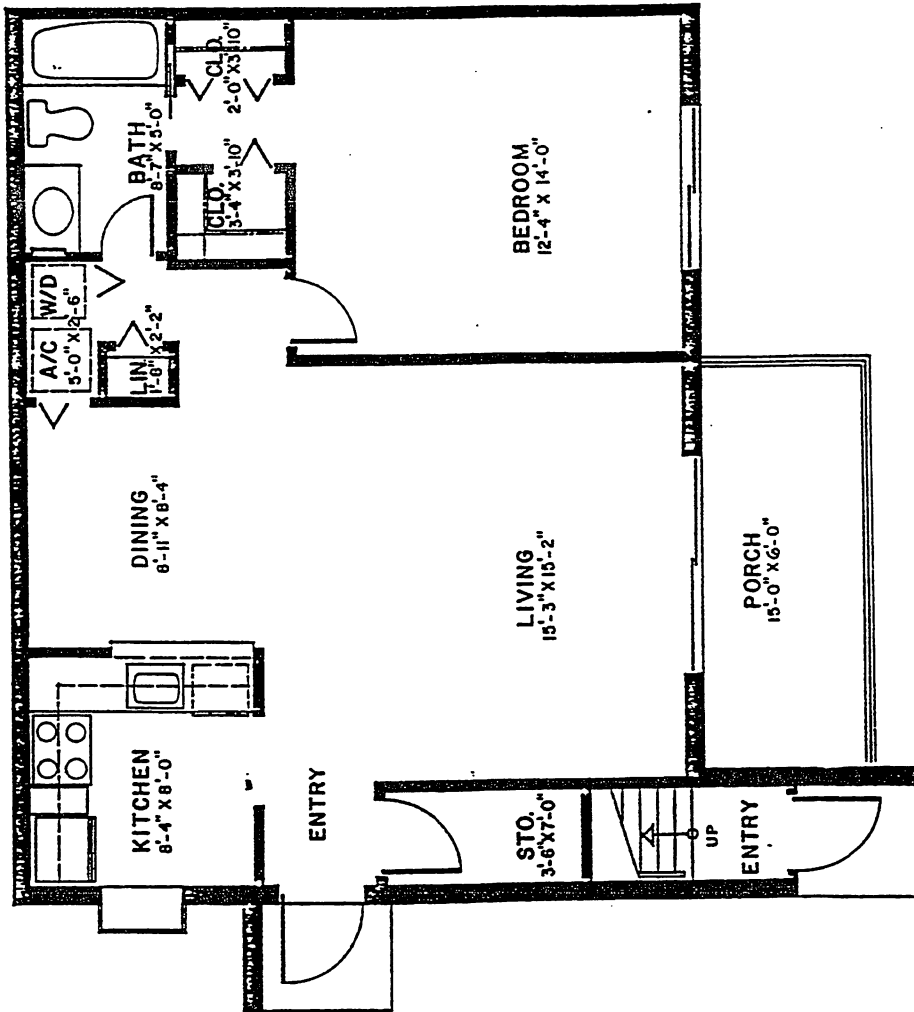
This instrument prepared by: Eric A. Simon, Esquire
GOLDBERG, YOUNG & BORKSON, P.A.
2881 East Commercial Boulevard
Fort Lauderdale, Florida 33308

EAS:aju(CONDO 2)
05/01/83(1)

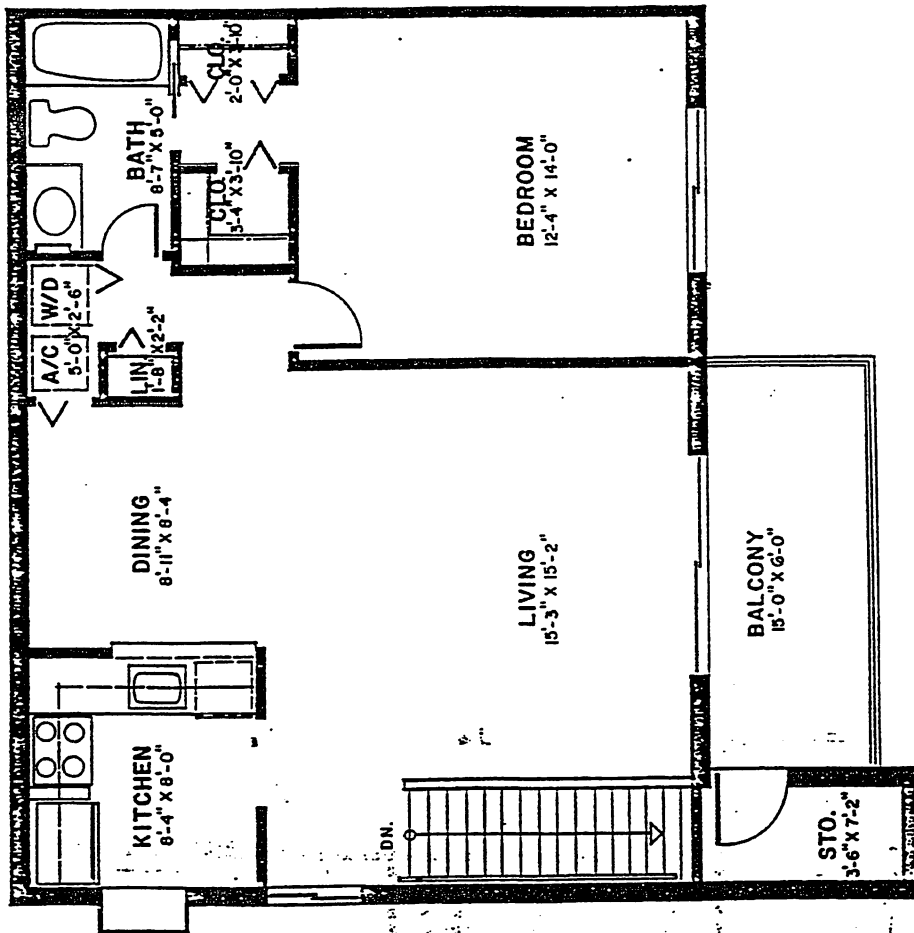
FLOOR PLANS

1. The attached floor plans are the floor plans currently being offered in the Condominium. The Developer reserves the right, from time to time, to make changes in the floor plans, to offer additional floor plans, or to delete floor plans being offered.
2. All dimensions shown on the floor plans are approximate, and minor changes in the floor plans may occur in the construction of the units.
3. Any unit may contain a floor plan which is the reverse or mirror image of the attached floor plans.

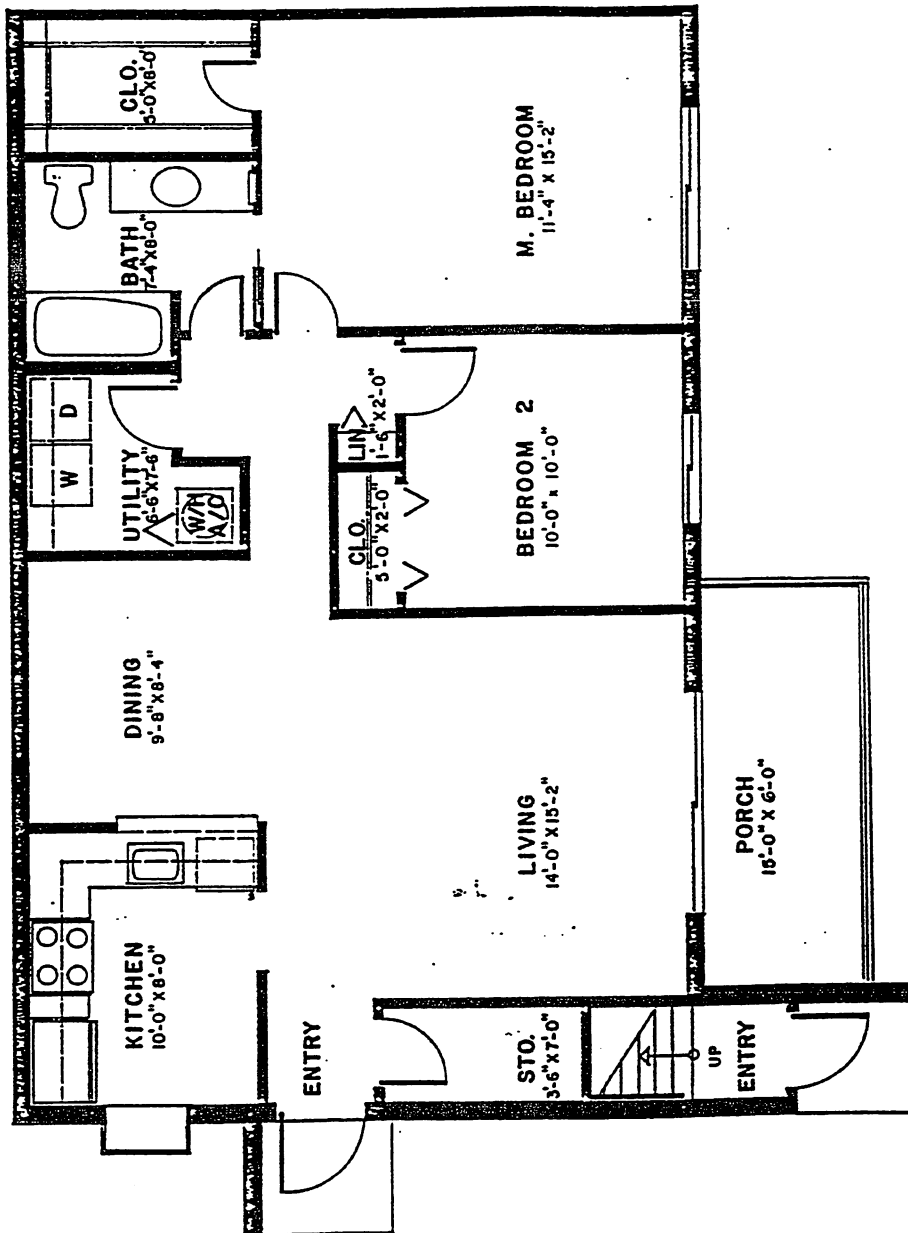
UNIT TYPE A LOWER



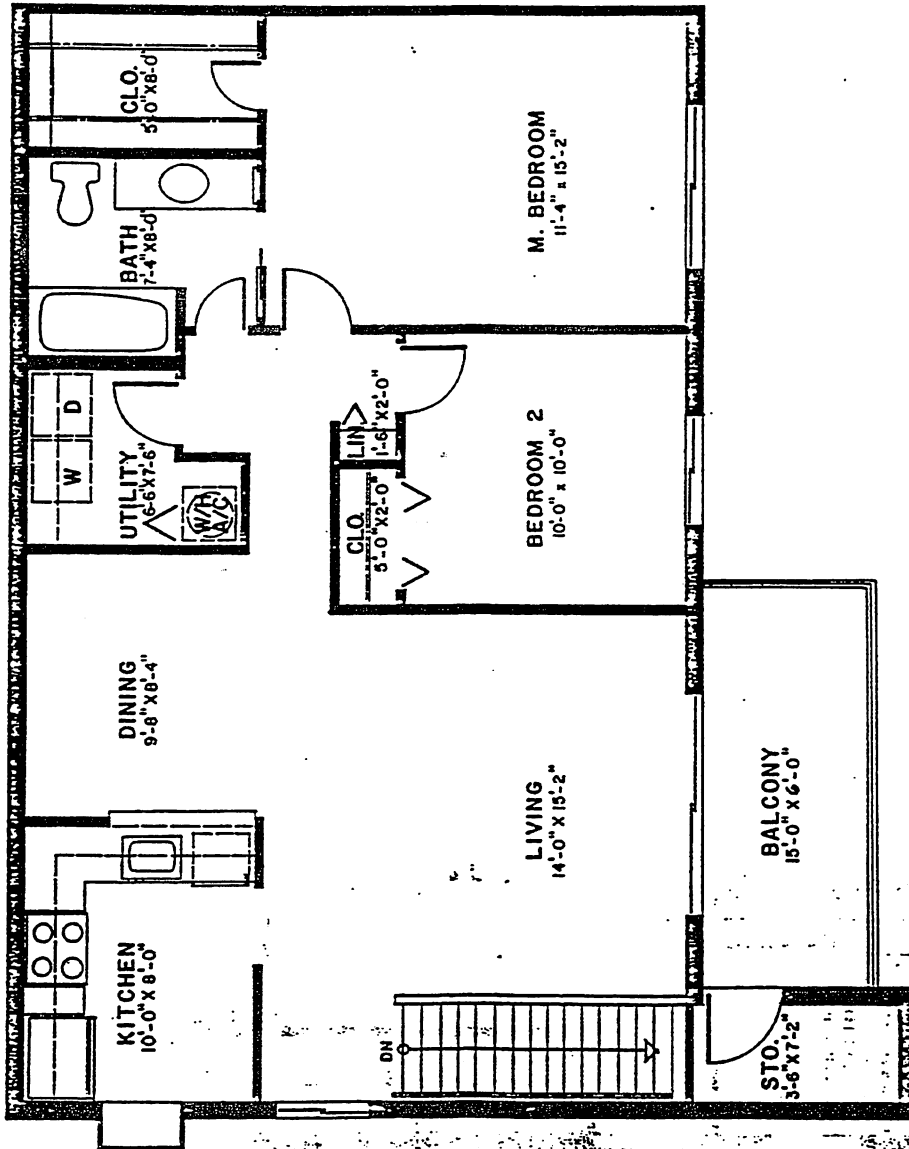
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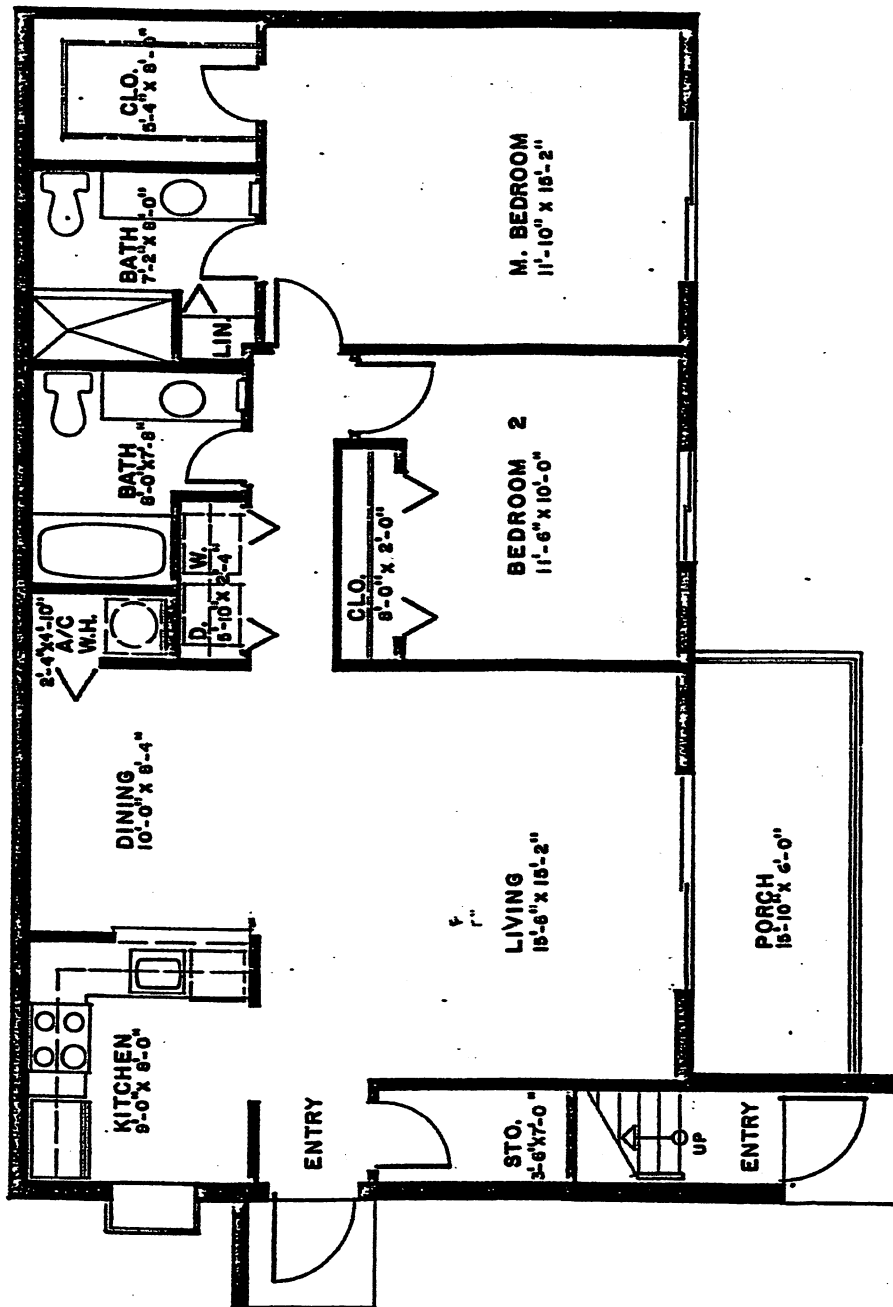
UNIT TYPE B LOWER



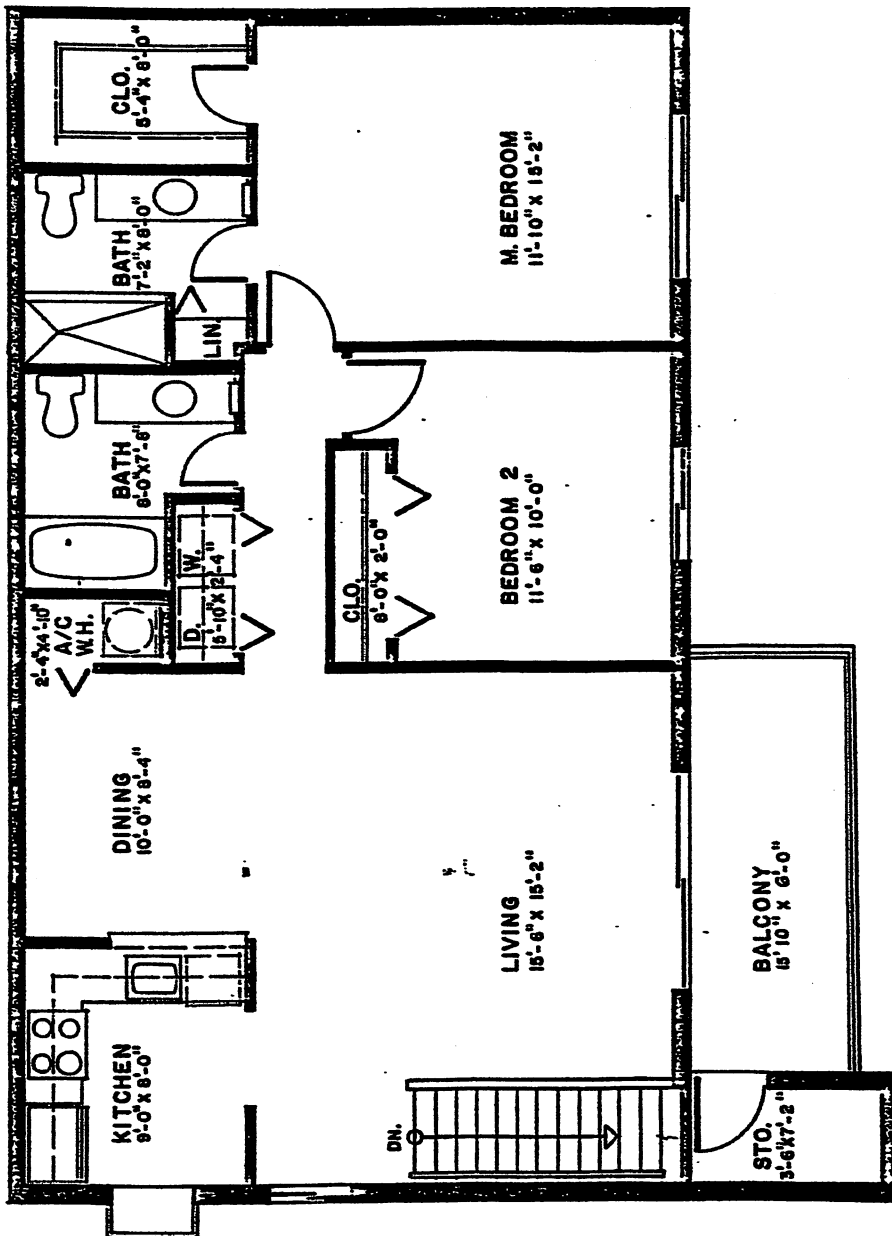
UNIT TYPE B UPPER



UNIT TYPE C LOWER



UNIT TYPE C UPPER



RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium: THE LAKES OF OAKLAND FOREST, A CONDOMINIUM
 Address of Condominium: Oakland Park; Florida

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

DOCUMENT	RECEIVED
Prospectus Text	
Declaration of Condominium	
Articles of Incorporation	
Bylaws	
Estimated Operating Budget	
Form of Agreement for Sale or Lease	
Rules and Regulations	
Covenants and Restrictions	
Ground Lease	
Management and Maintenance Contracts for more than one year	
Renewable Management Contracts	
Lease of Recreational and other facilities to be used exclusively by unit owners of subject condominiums	
Form of Unit Lease if a leasehold	
Declaration of Servitude	
Sales Brochures	
Phase Development	
Description [See 718.503(2)(k) and 504(14)]	
Lease of Recreational and other facilities to be used by unit owners with other condo's [See 718.503(2)(h)]	
Description of Management for Single, Management of Multiple Condominiums [See 718.503(2)(k)]	
Conversion Inspection Report	
Conversion Termite Inspection Report	
Plot Plan	
Floor Plan	
Survey of Land and Graphic Description of Improvements	
Executed Escrow Agreement	

MADE AVAILABLE

Plans and Specifications

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER. THE BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this _____ day of _____, 19__.

PURCHASER

PURCHASER

EAS:aju(CONDO 2)(1)

EXHIBIT "13" TO PROSPECTUS

DECLARATION OF CONDOMINIUM

OF

THE LAKES OF OAKLAND FOREST, A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM is made by PALM-AIRE VILLAGE, INC., a Florida corporation, hereinafter referred to as "DEVELOPER," for itself, its successors, grantees and assigns.

WHEREIN, the DEVELOPER makes the following declarations:

1. Purpose: The purpose of this DECLARATION is to submit the land and improvements described to the CONDOMINIUM FORM OF OWNERSHIP and use pursuant to Chapter 718 of the Florida Statutes, herein referred to as the "CONDOMINIUM ACT." Except where permissive variances therefrom appear in this DECLARATION, the annexed ARTICLES and/or BYLAWS of the ASSOCIATION, or in lawful amendments to these instruments, the provisions of the CONDOMINIUM ACT are incorporated herein by reference. This DECLARATION, the ARTICLES and the BYLAWS of the ASSOCIATION, as lawfully amended from time to time, and the CONDOMINIUM ACT as same exists as of the execution of this DECLARATION, shall govern this CONDOMINIUM and the rights, duties and responsibilities of UNIT OWNERS therein.

1.1 Name. The name by which this CONDOMINIUM is to be identified is THE LAKES OF OAKLAND FOREST, A CONDOMINIUM.

1.2 Submission to CONDOMINIUM FORM OF OWNERSHIP. By this DECLARATION, the fee simple title to the property described in Exhibit "C" attached hereto and made a part hereof, is hereby submitted to the CONDOMINIUM FORM OF OWNERSHIP.

1.3 Effect of DECLARATION. All restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated or amended as provided herein, and shall be binding upon all UNIT OWNERS as hereinafter defined, and in consideration of receiving and by acceptance of grant, devise or mortgage, all grantees, devisees or mortgagees their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons agree to be bound by the provisions hereof, and the ARTICLES and BYLAWS. Both the burdens imposed and the benefits derived shall run with each UNIT as herein defined.

2. Definitions. The terms used in this DECLARATION and all exhibits attached hereto, and in the ARTICLES and the BYLAWS, shall have the meanings stated in the CONDOMINIUM ACT and as follows unless the context otherwise requires.

2.1 ARTICLES means the Articles of Incorporation of the ASSOCIATION, as same may be amended from time to time.

2.2 ASSESSMENT means a share of the funds required for the payment of COMMON EXPENSES which from time to time is assessed against a UNIT OWNER, and all other sums which may be assessed against a UNIT OWNER or which may be required to be paid by any UNIT OWNER to the ASSOCIATION pursuant to this DECLARATION the ARTICLES or the BYLAWS.

2.3 ASSOCIATION means THE LAKES OF OAKLAND FOREST CONDOMINIUM, INC., a Florida corporation not-for-profit, which is the corporate entity responsible for the operation of the CONDOMINIUM.

2.4 BOARD means the Board of Directors of the ASSOCIATION.

2.5 BUILDING means and includes any building contained within the CONDOMINIUM from time to time as herein provided.

EXHIBIT "4" TO PROSPECTUS

2.6 BYLAWS means the bylaws of the ASSOCIATION, as same may be amended from time to time.

2.7 COMMON ELEMENTS means the portions of the CONDOMINIUM PROPERTY not included in the UNITS, and all other property declared as COMMON ELEMENTS herein and in the CONDOMINIUM ACT.

2.8 COMMON EXPENSES means all expenses properly incurred by the ASSOCIATION for the CONDOMINIUM which shall include, but not be limited to, the following:

2.8.1 Expenses of administration and management of the CONDOMINIUM PROPERTY and of the ASSOCIATION.

2.8.2 Expenses of maintenance, operation, repair or replacement of COMMON ELEMENTS or any property owned by the ASSOCIATION.

2.8.3 Expenses declared to be COMMON EXPENSES by this DECLARATION, the ARTICLES and/or the BYLAWS.

2.8.4 Any valid charge against the CONDOMINIUM as a whole.

2.8.5 Assessments of the Oakland Forest Property Owners Association, Inc. payable by the ASSOCIATION.

2.9 COMMON SURPLUS means the excess of all receipts of the ASSOCIATION including, but not limited to, ASSESSMENTS, rents, profits and revenues on account of the COMMON ELEMENTS, over the amount of COMMON EXPENSES.

2.10 CONDOMINIUM means THE LAKES OF OAKLAND FOREST, A CONDOMINIUM, which is formed pursuant to this DECLARATION.

2.11 CONDOMINIUM ACT means the Florida Condominium Act, as it exists on the date of execution of this DECLARATION, as contained in Chapter 718 of the Florida Statutes.

2.12 CONDOMINIUM FORM OF OWNERSHIP means that form of ownership of real property created pursuant to the CONDOMINIUM ACT and which is comprised of UNITS that may be owned by one (1) or more persons, and there is, appurtenant to each UNIT, an undivided share in the COMMON ELEMENTS.

2.13 CONDOMINIUM PARCEL means a UNIT together with the undivided share in the COMMON ELEMENTS which is appurtenant to the UNIT.

2.14 CONDOMINIUM PROPERTY means the lands that are subjected to the CONDOMINIUM FORM OF OWNERSHIP by this DECLARATION or by any amendment hereto, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the CONDOMINIUM.

2.15 DECLARATION or DECLARATION of CONDOMINIUM means this instrument, as it may be amended from time to time.

2.16 DEVELOPER means and refers to the person or entity executing this DECLARATION, its successors, grantees, assigns, nominees, and designees. In the event the holder of any mortgage executed by the DEVELOPER obtains title to all or any portion of the CONDOMINIUM PROPERTY by foreclosure, or deed in lieu thereof, such mortgagee shall become the DEVELOPER only if it so elects, by written notice to the BOARD, but in any event such mortgagee may assign its rights as DEVELOPER to any third party who acquires title to all or a portion of the CONDOMINIUM PROPERTY from the mortgagee. In any event, such mortgagee, and its assigns, shall not be liable for any defaults or obligations incurred by any prior DEVELOPER, except as same are expressly assumed by the mortgagee. The term "DEVELOPER" shall not include any person or entity acquiring title only to one or more UNIT(S) for which a certificate of occupancy has been issued by the controlling governmental authority, unless DEVELOPER specifically assigns its rights as developer to such person or entity.

2.17 INSTITUTIONAL LENDER means any company or entity holding a first mortgage encumbering a CONDOMINIUM PARCEL, which in the ordinary course of business makes, purchases, guarantees, or insures residential mortgage loans, and which company or entity is not owned or controlled by the UNIT OWNER of the CONDOMINIUM PARCEL encumbered. An INSTITUTIONAL LENDER may include a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of the DEVELOPER, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER.

2.18 LIMITED COMMON ELEMENTS means those COMMON ELEMENTS which are reserved for the use of a certain UNIT or UNITS to the exclusion of other UNITS, if any.

2.19 UNIT means a part of the CONDOMINIUM PROPERTY which is subject to exclusive ownership.

2.20 UNIT OWNER means the record owner(s) of a CONDOMINIUM PARCEL.

3. Development Plans. This CONDOMINIUM is being developed in phases pursuant to Section 719.403 of the CONDOMINIUM ACT. Initially, the CONDOMINIUM will consist only of the land and improvements described and depicted in Exhibit "C" attached hereto, which is Phase 1 of the CONDOMINIUM. As described in Paragraph 23 of this DECLARATION, additional phases may be added to the CONDOMINIUM. The legal description of each phase is contained in Exhibit "D" of this DECLARATION. Exhibit "B" of this DECLARATION contains a plot plan showing the buildings and improvements to be contained in each phase. If all of the phases are added, the CONDOMINIUM will consist of the property described in Exhibit "A" attached hereto, and will contain a total of 17 BUILDINGS, containing a total of 136 UNITS, all as generally depicted in Exhibit "B." The DEVELOPER reserves the right not to add any phase to the CONDOMINIUM, and except for the land described in Exhibit "C," this DECLARATION shall have no effect on the title to any land described in Exhibits "A" or "D," unless and until such land is added to the CONDOMINIUM by an amendment to this DECLARATION.

4. CONDOMINIUM Improvements and UNITS.

4.1 Plot Plan and Survey. A survey of the property comprising the CONDOMINIUM, a graphic description of the improvements, and a plot plan thereof, as well as the floor plans of the UNITS within the CONDOMINIUM, are all attached hereto as Exhibit "C." This exhibit, together with this DECLARATION, is an accurate representation of the location and dimensions of the improvements constituting the CONDOMINIUM and are in sufficient detail so that the identification, location, and dimensions of the COMMON ELEMENTS and of each UNIT can be determined.

4.2 UNIT Identification. The legal description of each UNIT shall consist of the number of the BUILDING in which the UNIT is located and the number of such UNIT, as shown upon Exhibit "C." Every deed, lease, mortgage or other instrument may legally describe a UNIT and/or CONDOMINIUM PARCEL by its identifying UNIT designation as provided, and each and every description shall be deemed good and sufficient for all purposes.

4.3 UNIT Boundaries. Each UNIT shall include that part of the BUILDING containing the UNIT that lies within the boundaries of the UNIT, which boundaries are as follows:

4.3.1 Upper and Lower Boundaries. The upper and lower boundaries of each UNIT shall be the following boundaries extended to an intersection with the perimetrical boundaries.

4.3.1.1 Upper boundary: The horizontal plane of the undecorated finished ceiling. In a UNIT containing a room in which the ceiling is raised above the level of the ceiling in the rest of the UNIT, the ceiling shall include the vertical or diagonal surface connecting the raised ceiling with the ceiling of the remaining portion of the UNIT, and the upper boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the ceiling.

4.3.1.2 Lower boundary: The horizontal plane of the undecorated finished floor. In a UNIT containing a room in which the floor is raised above the level of the floor in the rest of the UNIT, the floor shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the UNIT, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the floor.

4.3.2 Perimetrical Boundaries. The perimetrical boundaries of the UNIT shall be the vertical planes of the unfinished interior surfaces of the building walls bounding the UNIT, the vertical planes of finished exterior surfaces of screened or glass walls bounding the UNIT, and imaginary vertical planes along the lower boundaries of the UNIT where there is no wall, extended to their planar intersections with each other and with the upper and lower boundaries.

4.3.3 Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, skylights and conversation pits, such boundary shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass, screening, or other transparent material, and all framings and casings therefore, shall be included in the boundaries of the UNIT.

4.3.4 Boundaries - Further Defined. The boundaries of the UNIT shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each UNIT and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for utility services to other UNITS and/or for COMMON ELEMENTS. No part of the interior non-boundary walls within a UNIT shall be considered a boundary of the UNIT.

4.3.5 Exceptions. In cases not specifically covered above, and/or in the case of any conflict or ambiguity, the survey of the UNITS set forth in Exhibit "C" hereto shall control in determining the boundaries of a UNIT, except the provisions of Section 4.3.1 and 4.3.2 above shall control unless specifically reflected on such survey. Furthermore, in the case of any conflict between the language of this DECLARATION describing the boundaries of any UNIT, and any language contained on the survey attached as Exhibit " " describing the boundaries of any UNIT, the language of this DECLARATION shall control.

4.4 LIMITED COMMON ELEMENTS. The areas depicted as "LIMITED COMMON ELEMENTS" on Exhibit "C" of this DECLARATION, if any, shall be LIMITED COMMON ELEMENTS of the contiguous UNIT, or the UNIT otherwise designated, for the exclusive use and enjoyment of the UNIT OWNER and residents of the UNIT, and their guests and invitees.

4.5 AUTOMOBILE PARKING SPACES.

4.5.1 The COMMON ELEMENTS include parking areas for automobiles of the UNIT OWNERS and residents of the CONDOMINIUM, their guests and invitees. The ASSOCIATION may assign one (1) parking space for the exclusive use of the UNIT OWNER or any resident of each UNIT, and their guests and invitees. No

UNIT OWNER or resident of any UNIT, and none of their guests and invitees, shall park in a parking space assigned to another UNIT. All other parking spaces will be for the general use of the UNIT OWNERS and residents of the CONDOMINIUM, and their guests and invitees. For good cause the ASSOCIATION shall have the right to reassign parking spaces from time to time upon written notice to the affected UNIT OWNERS.

4.5.2 Any transfer of title of a UNIT, including a transfer by operation of law, shall operate to transfer the exclusive use of the UNIT's then assigned parking space(s). In addition, a UNIT OWNER shall not sell, reassign or otherwise transfer his right to use his then assigned parking space(s) without the express prior written consent of the BOARD.

5. Easements and Restrictions. Each of the following easements are hereby created, all of which shall be nonexclusive easements and shall run with the land of the CONDOMINIUM and, notwithstanding any of the other provisions of this DECLARATION, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the CONDOMINIUM.

5.1 Pedestrian and Vehicular Traffic.

5.1.1. Easements for pedestrian and bicycle traffic over and upon the sidewalks and paths existing from time to time upon the COMMON ELEMENTS, and for pedestrian and vehicular traffic over and upon the roads, parking areas, and other paved areas as existing from time to time upon the COMMON ELEMENTS and intended for such purposes, same being in favor of the UNIT OWNERS for their use and benefit and for the use and benefit of their mortgagees, tenants, guests and invitees.

5.1.2 An easement for ingress and egress purposes over the COMMON ELEMENTS, in favor of the owners of any portion of the property described in Exhibit "A" which is not within this CONDOMINIUM, for their use and benefit and for the use and benefit of their mortgagees, tenants, guests and invitees. The location of such easement shall be limited to the paved roads within the CONDOMINIUM so long as reasonable ingress and egress is provided over such roads and any other roads outside of the CONDOMINIUM for which ingress and egress is provided, and the location of the paved roads within the CONDOMINIUM may be changed from time to time without the consent of the owners of any portion of the property described on Exhibit "A." If the paved roads within the CONDOMINIUM, when combined with other roads providing ingress and egress to the property described on Exhibit "A," do not provide ingress and egress reasonably necessary for the owners of the property described in Exhibit "A," then the location of the easement granted hereby shall be established in a manner which minimizes interference to the extent reasonably possible with the use and enjoyment of the CONDOMINIUM PROPERTY by the residents of the CONDOMINIUM.

5.2 Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time within the CONDOMINIUM, and over, under, on and across the COMMON ELEMENTS, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the CONDOMINIUM PROPERTY and the property described in Exhibit "A" attached hereto. Also, Easements as may be reasonably required for the installation, maintenance, repair, and providing of utility services, equipment and fixtures, in order to adequately serve the CONDOMINIUM or any UNIT or COMMON ELEMENT, or the property described in Exhibit "A," including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation drainage, television antenna and cable television facilities, and electronic security. Any utility services serving the property described in Exhibit "A," which is outside of the CONDOMINIUM shall be installed underground to the extent possible and shall be installed in a manner which will minimize interference with the use and enjoyment of the CONDOMINIUM PROPERTY by the residents of the CONDOMINIUM. Easements through a UNIT

shall be only according to the plans and specifications for the BUILDING containing the UNIT or as the BUILDING is actually constructed, or reconstructed, unless approved in writing by the UNIT OWNER of the UNIT. A UNIT OWNER shall do nothing within or outside his UNIT that interferes with or impairs the utility services using these easements. The BOARD or its designee shall have a right of access to each UNIT to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and COMMON ELEMENTS contained in the UNIT or elsewhere in the CONDOMINIUM PROPERTY and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided such right of access shall not unreasonably interfere with the UNIT OWNER's permitted use of the UNIT, and except in the event of an emergency, entry into any UNIT shall be made on reasonable notice to the UNIT OWNER.

5.3 Support. Every portion of a UNIT contributing to the support of a BUILDING or an adjacent UNIT shall be burdened with an easement of support for the benefit of all other UNITS and COMMON ELEMENTS in the BUILDING.

5.4 Perpetual Nonexclusive Easement in COMMON ELEMENTS. The COMMON ELEMENTS shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the UNIT OWNERS and residents of the CONDOMINIUM, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

5.5 Air Space. Each UNIT shall have an exclusive easement for the use of the air space occupied by the UNIT as it exists at any particular time and as the UNIT may lawfully be altered.

5.6 Encroachments. If any portion of the COMMON ELEMENTS encroaches upon any UNIT; if any UNIT encroaches upon any other UNIT or upon any portion of the COMMON ELEMENTS; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the COMMON ELEMENTS or LIMITED COMMON ELEMENTS made by or with the consent of the ASSOCIATION; (iv) any repair or restoration of any improvements (or any portion thereof) or any UNIT after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any UNIT or the COMMON ELEMENTS; or (v) any non-purposeful or non-negligent act of a UNIT OWNER except as may be authorized by the BOARD, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

5.7 Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the UNITS and the CONDOMINIUM PROPERTY.

5.8 Additional Easements. DEVELOPER (so long as it owns any UNITS) and the ASSOCIATION, on their behalf and on behalf of all UNIT OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under, and/or across the COMMON ELEMENTS in favor of any person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the CONDOMINIUM in favor of the ASSOCIATION and/or the UNIT OWNERS or in favor of any person, entity, public or quasi-public authority, or utility company, as the DEVELOPER or the ASSOCIATION may deem desirable for the proper operation and maintenance of the CONDOMINIUM, or any portion thereof, or for the health, safety or welfare of the UNIT OWNERS, or for any other reason or purpose. So long as such additional easements or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of UNITS for dwelling purposes, no joinder of any UNIT OWNER or any mortgagee of any UNIT shall be required or, if same would unreasonably and adversely interfere with the use of any UNIT for dwelling purposes, only the joinder of the UNIT OWNERS and INSTITUTIONAL LENDERS of UNITS so affected shall be required. To the extent required all UNIT OWNERS hereby irrevocably appoint DEVELOPER and/or the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

5.9 Easements and Restrictions of Record. The creation of this CONDOMINIUM is subject to other restrictions, reservations and easements of record.

6. Ownership.

6.1 Type of Ownership. Ownership of each CONDOMINIUM PARCEL may be in fee simple or in any other estate in real property recognized by the law, subject however, to this DECLARATION and restrictions, reservations, easements and limitations of record.

6.2 UNIT OWNER's Rights. Each UNIT OWNER is entitled to the exclusive use and possession of his UNIT. He shall be entitled to use the COMMON ELEMENTS in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other UNIT OWNERS. There shall be a joint use of the COMMON ELEMENTS and a joint and mutual easement for that purpose is hereby created.

7. Restraint Upon Separation and Partition of COMMON ELEMENTS. The fee title of each CONDOMINIUM PARCEL shall include both the UNIT and an undivided interest in the COMMON ELEMENTS, said undivided interest in the COMMON ELEMENTS to be deemed to be conveyed or encumbered with its respective UNIT, even though the description in the deed or instrument of conveyance may refer only to the fee title to the UNIT. Any attempt to separate and/or action to partition the fee title to a UNIT from the undivided interest in the COMMON ELEMENTS appurtenant to each UNIT shall be null and void.

8. Percentage of Ownership of COMMON ELEMENTS. Each of the UNIT OWNERS of the CONDOMINIUM shall own an undivided share in the COMMON ELEMENTS as an appurtenance to the UNIT OWNER's UNIT, which undivided share shall be equal to $1/X$, "X" being the number of UNITS contained within the CONDOMINIUM from time to time. Accordingly, each UNIT OWNER's initial undivided share in the COMMON ELEMENTS will be $1/8$, which will be redetermined if and when each phase is added to the CONDOMINIUM as described in Paragraph 23 of this DECLARATION.

9. COMMON EXPENSE and COMMON SURPLUS.

9.1 Each UNIT OWNER will be responsible for a portion of the COMMON EXPENSES, equal to the undivided share in the COMMON ELEMENTS appurtenant to the UNIT OWNER's UNIT as determined above. In the event the ASSOCIATION operates more than one (1) condominium, the COMMON EXPENSES of this CONDOMINIUM shall include all expenses specifically relating to this CONDOMINIUM, as well as this CONDOMINIUM's share of all mutual expenses relating to this and other condominiums operated by the ASSOCIATION, as reasonably determined by the BOARD.

9.2 Any COMMON SURPLUS of the ASSOCIATION shall be owned by each UNIT OWNER in the same proportion as his liability for COMMON EXPENSES. In the event the ASSOCIATION operates more than one condominium, then the UNIT OWNERS in this CONDOMINIUM shall only have an interest in the COMMON SURPLUS of the ASSOCIATION attributable to this CONDOMINIUM.

10. Maintenance of CONDOMINIUM PROPERTY. The responsibility for the maintenance of the CONDOMINIUM PROPERTY, shall be as follows:

10.1 By the ASSOCIATION. The ASSOCIATION shall operate, maintain, repair and replace, as a COMMON EXPENSE:

10.1.1 All COMMON ELEMENTS and LIMITED COMMON ELEMENTS, except for portions to be maintained by the UNIT OWNERS as hereinafter provided.

10.1.2 All exterior and structural BUILDING walls, whether inside or outside of a UNIT.

10.1.3 All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portion of a UNIT contributing to the support of the BUILDING or to another UNIT, or within

interior boundary walls, and all such facilities contained within a UNIT which service part or parts of the CONDOMINIUM other than the UNIT within which such facilities are contained.

10.1.4 All property owned by the ASSOCIATION.

10.1.5 Any unimproved property outside of and contiguous to the CONDOMINIUM (with the consent of the owner of such property except where such property consists of unpaved road right-of-way) which the BOARD determines to maintain from time to time.

All incidental damage caused to a UNIT by such work shall be promptly repaired at the expense of the ASSOCIATION.

10.2 By the UNIT OWNER. Each UNIT OWNER shall operate, maintain, repair and replace, at the UNIT OWNER's expense:

10.2.1 All portions of the UNIT except the portions to be maintained, repaired and replaced by the ASSOCIATION. Included within the responsibility of the UNIT OWNER shall be windows, screens, sliding glass doors, and doors on the exterior of his UNIT or the LIMITED COMMON ELEMENTS of his UNIT, and framing for same. Also included within the responsibility of the UNIT OWNERS shall be the maintenance and painting of exterior building walls within a UNIT OWNER's screened or enclosed porch, patio or balcony, which shall be painted the same color as the outside exterior building walls. All such maintenance, repairs and replacements shall be done without disturbing the rights of other UNIT OWNERS.

10.2.2 The air conditioning and heating systems serving the UNIT OWNER's UNIT, whether inside or outside of his UNIT.

10.2.3 Within the UNIT OWNER's UNIT, all cabinets, carpeting and other floor coverings, sinks, fans, stoves, refrigerators, washers, dryers, disposals, compactors, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the UNIT, as well as all personal property of the UNIT OWNER.

All property to be maintained, repaired and/or replaced by a UNIT OWNER shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the CONDOMINIUM, so as to preserve a well kept appearance throughout the CONDOMINIUM, and no such maintenance, repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the CONDOMINIUM from its original appearance or condition without the prior written consent of the ASSOCIATION. All property to be maintained, repaired and/or replaced by a UNIT OWNER which is inside of the UNIT OWNER's UNIT and which does not affect the exterior appearance of the CONDOMINIUM shall be maintained at all times in a condition which does not and will not adversely affect any other UNIT OWNER, or any other portion of the CONDOMINIUM PROPERTY.

10.3 No UNIT OWNER shall operate, maintain, repair or replace any portion of the CONDOMINIUM PROPERTY to be operated maintained, repaired and/or replaced by the ASSOCIATION without first obtaining written approval from the ASSOCIATION. Each UNIT OWNER shall promptly report to the ASSOCIATION any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the ASSOCIATION.

← 10.4 Whenever it is necessary to enter any UNIT for the purpose of performing any maintenance, repair or replacement of any COMMON ELEMENTS or any other UNIT, or for making emergency repairs necessary to prevent damage to any COMMON ELEMENTS or to any other UNIT, the owner of the UNIT shall permit the ASSOCIATION, the other UNIT OWNERS, or persons authorized by them, to enter the UNIT for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency no advance notice will be required. To facilitate entry in the event of any emergency, the owner of each UNIT, if required by the ASSOCIATION, shall deposit a key to such UNIT with the ASSOCIATION.

11. Additions; Alterations or Improvements.

11.1. By the ASSOCIATION. The ASSOCIATION shall have the right to make such additions, alterations or improvements to the COMMON ELEMENTS as it deems necessary or desirable from time to time, provided, however, that the approval of a majority of the UNIT OWNERS shall be required as to any addition, alteration or improvement which (i) substantially changes any recreational facility which is a COMMON ELEMENT, or (ii) would cost, when combined with any other additions, alterations or improvements made during the calendar year, the sum of Two Hundred (\$200) Dollars (which sum shall be increased in direct proportion to any increase in the Consumer Price Index subsequent to the date of the recording of this DECLARATION, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, using the U.S. city average, all items (1967 = 100), or any similar index if the foregoing Index is discontinued) multiplied by the number of UNITS in the CONDOMINIUM as of the time such addition, alteration or improvement is to be made. The foregoing approval shall in no event apply with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON ELEMENTS. The cost and expense of any such additions, alterations, or improvements to the COMMON ELEMENTS shall constitute a part of the COMMON EXPENSES and shall be assessed to the UNIT OWNERS as COMMON EXPENSES.

11.2. By UNIT OWNERS. With the consent of the ASSOCIATION, a UNIT OWNER may enclose the porch, patio, terrace, or balcony of the UNIT OWNER's UNIT with screening, and may install hurricane shutters on the inside of any such screening. Except for the foregoing, no UNIT OWNER shall make any addition, alteration or improvement which affects the exterior appearance of the BUILDING containing his UNIT, including, but not limited to, the installation or enclosure of awnings porches, patios terraces balconies, or courts, and no UNIT OWNER shall install any landscaping or improvements in the COMMON ELEMENTS outside of the BUILDING containing his UNIT. A UNIT OWNER may make structural additions, alterations or improvements within his UNIT if same do not affect the exterior appearance of the BUILDING containing his UNIT, so long as the UNIT OWNER first obtains the prior written consent of the ASSOCIATION. Any request by a UNIT OWNER for consent by the ASSOCIATION to any addition, alteration or improvement, shall be in writing and shall be accompanied by plans and specifications or other details as the ASSOCIATION may deem reasonably necessary in connection with its determination as to whether or not it will approve any such addition, alteration or improvement, but the ASSOCIATION's approval as to same may be granted or withheld in the ASSOCIATION's sole discretion, and in any event shall not be granted if same would detrimentally affect the architectural design of the CONDOMINIUM PROPERTY, but shall not be withheld in a discriminatory manner. All additions, alterations or improvements made by a UNIT OWNER shall be made in compliance with all laws, rules, ordinances, and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the ASSOCIATION with respect to design, structural integrity, aesthetic appeal, construction details, or otherwise. A UNIT OWNER making or causing to be made any additions, alterations or improvements agrees, and shall be deemed to have agreed, for such UNIT OWNER, and the UNIT OWNER's heirs, personal representatives, successors, and assigns, as appropriate to hold the ASSOCIATION and all other UNIT OWNERS harmless from any liability or damage to the CONDOMINIUM PROPERTY and expenses arising therefrom.

12. Determination of COMMON EXPENSES and Fixing of ASSESSMENTS Therefor. The BOARD shall from time to time, and at least annually, prepare and adopt a budget for the CONDOMINIUM, determine the amount of ASSESSMENTS for COMMON EXPENSES payable by the UNIT OWNERS to meet the COMMON EXPENSES of the CONDOMINIUM, and allocate and assess such expenses among the UNIT OWNERS in accordance with the provisions of this DECLARATION and the BYLAWS. The ASSOCIATION shall notify all UNIT OWNERS, in writing, of the amount and due dates of the ASSESSMENTS for COMMON EXPENSES payable by each of them, which due dates shall not be less than ten (10) days from the date of such notification. In the event any ASSESSMENTS for COMMON EXPENSES are made in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a

specified event or the payment of a specified amount, or (ii) the ASSOCIATION notifies the UNIT OWNER in writing of a change in the amount and/or frequency of the periodic payments. If requested in writing, copies of all notices of ASSESSMENTS for COMMON EXPENSES shall be given to any INSTITUTIONAL LENDER. Working capital contributions made to the ASSOCIATION upon the sale of UNITS by the DEVELOPER may be used to reimburse the DEVELOPER for start-up expenses of the ASSOCIATION, or otherwise as the ASSOCIATION shall determine from time to time and need not be restricted or accumulated. Any budget adopted by the BOARD shall be subject to change to cover actual expenses at any time, in conformance with applicable provisions of the BYLAWS. In the event the expenditure of funds by the ASSOCIATION is required that cannot be made from the regular ASSESSMENTS for COMMON EXPENSES, the ASSOCIATION may make special ASSESSMENTS for COMMON EXPENSES, which shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS for COMMON EXPENSES and shall be payable in the manner determined by the BOARD as stated in the notice of any special ASSESSMENT for COMMON EXPENSES. ASSESSMENTS for COMMON EXPENSES will commence upon the conveyance of the first UNIT by the DEVELOPER, and prior to such commencement date the DEVELOPER will be responsible for all COMMON EXPENSES of the CONDOMINIUM.

13. Monetary Defaults and Collection of ASSESSMENTS.

13.1 Liability for ASSESSMENTS. A UNIT OWNER, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all ASSESSMENTS coming due while he is the UNIT OWNER, and except as hereinafter provided in Paragraph 13.8, shall be liable for all unpaid ASSESSMENTS owed by the prior UNIT OWNER of the UNIT OWNER's UNIT, without prejudice to any right the UNIT OWNER may have to recover from the prior UNIT OWNER any ASSESSMENTS paid by the UNIT OWNER. The ASSESSMENTS shall include regular and special ASSESSMENTS for COMMON EXPENSES, and other ASSESSMENTS which may be payable to the ASSOCIATION by a UNIT OWNER pursuant to the CONDOMINIUM ACT, this DECLARATION, the ARTICLES, or the BYLAWS.

13.2 Interest. ASSESSMENTS and installments on ASSESSMENTS not paid within ten (10) days after the date when they are due shall bear interest at the rate of fifteen (15%) percent per year, from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the ASSOCIATION.

13.3 Acceleration of ASSESSMENTS. If any member or any UNIT OWNER is in default in the payment of any ASSESSMENT owed to the ASSOCIATION for more than thirty (30) days after written demand by the ASSOCIATION, the ASSOCIATION upon written notice to the defaulting member or UNIT OWNER shall have the right to accelerate and require such defaulting UNIT OWNER or member to pay to the ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting UNIT OWNER or member shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or for all other ASSESSMENTS payable to the ASSOCIATION.

13.4 Lien for ASSESSMENTS. The ASSOCIATION has a lien on each CONDOMINIUM PARCEL for any unpaid ASSESSMENTS with interest, and for reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENT or enforcement of the lien, and for all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the ASSOCIATION's lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the CONDOMINIUM PARCEL is located, stating the description of the CONDOMINIUM PARCEL, the name of the record UNIT OWNER, the amount due, and the due dates. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien includes only ASSESSMENTS which are due when the claim is recorded, together with all other sums specified herein. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

13.5 Collection and Foreclosure. The ASSOCIATION may bring an action in its name to foreclose a lien for ASSESSMENTS in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS without waiving any claim of lien, and the applicable UNIT OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS, and the filing, enforcement, and/or foreclosure of the ASSOCIATION's lien, including reasonable attorneys' fees, and all sums paid by the ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the ASSOCIATION's lien. However, no foreclosure judgment may be entered until at least thirty (30) days after the ASSOCIATION gives written notice to the UNIT OWNER of its intention to foreclose its lien to collect the unpaid ASSESSMENTS, and other sums secured by the claim of lien. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid ASSESSMENTS, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the ASSOCIATION shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the UNIT OWNER or by certified mail, return receipt requested, addressed to the UNIT OWNER. If, after diligent search and inquiry, the ASSOCIATION cannot find the UNIT OWNER or a mailing address at which the UNIT OWNER will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the UNIT OWNER records a notice of contest of lien as provided by the CONDOMINIUM ACT. The BOARD is authorized to settle and compromise the ASSOCIATION's lien if the BOARD deems a settlement or compromise to be in the best interest of the ASSOCIATION.

13.6 Rental and Receiver. If a UNIT OWNER remains in possession of his UNIT and the claim of lien of the ASSOCIATION against his UNIT is foreclosed, the court, in its discretion, may require the UNIT OWNER to pay a reasonable rental for the UNIT, and the ASSOCIATION is entitled to the appointment of a receiver to collect the rent.

13.7 Liability of Mortgagee, Lien or Judicial Sale Purchaser for ASSESSMENT. Where any person obtains title to a CONDOMINIUM PARCEL pursuant to the foreclosure of a first mortgage of record of an INSTITUTIONAL LENDER, or where an INSTITUTIONAL LENDER accepts a deed to a CONDOMINIUM PARCEL in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall not be liable for the share of COMMON EXPENSES or ASSESSMENTS by the ASSOCIATION, or for any other monies owed to the ASSOCIATION including, but not limited to, interest, late charges, fines or fees, pertaining to the CONDOMINIUM PARCEL or chargeable to the former UNIT OWNER of the CONDOMINIUM PARCEL which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien for ASSESSMENTS that is recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid share of COMMON EXPENSES or ASSESSMENTS are COMMON EXPENSES collectable from all of the UNIT OWNERS, including such acquirer and his successors and assigns. The new owner, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the CONDOMINIUM PARCEL. Any person who acquires an interest in a CONDOMINIUM PARCEL, except through foreclosure of a first mortgage of record of an INSTITUTIONAL LENDER, or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid ASSESSMENTS and other monies due and owing by the former UNIT OWNER to the ASSOCIATION; and shall not be entitled to occupancy of the UNIT or enjoyment of the COMMON ELEMENTS, or of the recreational facilities as same may exist from time to time, until such time as all unpaid ASSESSMENTS and other monies have been paid in full.

13.8 Assignment of Claim and Lien Rights. The ASSOCIATION, acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid ASSESSMENTS and any other monies owed to the ASSOCIATION, to the DEVELOPER or to any UNIT OWNER or group of UNIT OWNERS or to any third party.

13.9 Unpaid ASSESSMENTS - Certificate. Any UNIT OWNER shall have the right to require from the ASSOCIATION a certificate showing the amount of

unpaid ASSESSMENTS against him with respect to his CONDOMINIUM PARCEL. The holder of a mortgage or other lien of record shall have the same right as to any CONDOMINIUM PARCEL upon which he has a lien. Any person other than the UNIT OWNER who relies upon such certificate shall be protected thereby.

13.10 Application of Payments. Any payments made to the ASSOCIATION by any UNIT OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of assessments and other monies owed to the ASSOCIATION by the UNIT OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or other monies due to the ASSOCIATION, as provided herein; and next towards any unpaid ASSESSMENTS owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS were due.

14. ASSOCIATION. In order to provide for the administration of this CONDOMINIUM, the ASSOCIATION has been organized as a not-for-profit corporation under the Laws of the State of Florida, and the ASSOCIATION shall administer the operation and management of the CONDOMINIUM and undertake and perform all acts and duties incidental thereto in accordance with the terms, provisions and conditions of this DECLARATION, the ARTICLES, BYLAWS, and the rules and regulations promulgated by the ASSOCIATION from time to time.

14.1 ARTICLES. A copy of the ARTICLES is attached as Exhibit "E." No amendment of the ARTICLES shall be deemed an amendment to this DECLARATION and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

14.2 BYLAWS. A copy of the BYLAWS is attached as Exhibit "F." No amendment of the BYLAWS shall be deemed an amendment to this DECLARATION and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

14.3 Limitation Upon Liability of ASSOCIATION. Notwithstanding the duty of the ASSOCIATION to maintain and repair portions of the CONDOMINIUM PROPERTY, the ASSOCIATION shall not be liable to UNIT OWNERS for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the ASSOCIATION or caused by the elements or other owners or persons.

14.4 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his UNIT.

14.5 Approval or Disapproval of Matters. Whenever the approval, consent or decision of the UNIT OWNERS is required upon any matter, whether or not the subject of an ASSOCIATION meeting, such decision shall be expressed in accordance with the ARTICLES and the BYLAWS.

14.6 Acts of the ASSOCIATION. Unless the approval or action of the UNIT OWNERS, and/or a certain specific percentage of the BOARD, is specifically required in this DECLARATION, the ARTICLES or BYLAWS, applicable rules and regulations or applicable law, all approvals, consents, or actions required or permitted to be given or taken by the ASSOCIATION shall be given or taken by the BOARD, without the consent of the UNIT OWNERS, and the BOARD may so approve and act through the proper officers of the ASSOCIATION without a specific resolution. The approval or consent of the ASSOCIATION or the BOARD shall be evidenced by a written instrument signed by any director or officer of the ASSOCIATION. When an approval, consent or action of the ASSOCIATION is permitted to be given or taken, such approval, consent or action may be conditioned in any manner the ASSOCIATION deems appropriate or the ASSOCIATION may refuse to take or give such approval, consent or action without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

14.7 MANAGEMENT COMPANY. The ASSOCIATION shall have the right to contract for the management and maintenance of the CONDOMINIUM PROPERTY, and to authorize a management agent or company to assist the ASSOCIATION in

carrying out its powers and duties as set forth herein. Any management agent or company may be the DEVELOPER or an affiliate of the DEVELOPER. However, the ASSOCIATION and its officers shall retain at all times the powers and duties granted to it by this DECLARATION, the ARTICLES, BYLAWS and the CONDOMINIUM ACT.

14.8 Membership. The record owner(s) of all UNITS in the CONDOMINIUM shall be members of the ASSOCIATION. Membership as to each UNIT shall be established, and transferred, as provided by the ARTICLES and the BYLAWS.

14.9 Voting. On all matters as to which the members of the ASSOCIATION shall be entitled to vote, there shall be only one vote for each UNIT.

15. Insurance. The insurance other than title insurance which shall be carried upon the CONDOMINIUM PROPERTY and the property of the UNIT OWNERS shall be governed by the following provisions:

15.1 Purchase, Custody and Payment of Policies.

15.1.1 Purchase. All insurance policies purchased by the ASSOCIATION shall be issued by an insurance company authorized to do business in Florida which has an office or agent located in the vicinity of the CONDOMINIUM.

15.1.2 Approval By INSTITUTIONAL LENDERS. Each INSTITUTIONAL LENDER will have the right upon reasonable notice to the ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, insurer, limits, and coverage of all insurance purchased by the ASSOCIATION, and to require the ASSOCIATION to purchase insurance complying with the reasonable and customary requirements of the INSTITUTIONAL LENDER. In the event of a conflict between INSTITUTIONAL LENDERS, the decision of the INSTITUTIONAL LENDER holding mortgages encumbering UNITS which secure the largest aggregate indebtedness shall control.

15.1.3 Named Insured. The named insured on all policies purchased by the ASSOCIATION shall be the ASSOCIATION, individually and as agent for UNIT OWNERS covered by the policy, without naming them, and as agent for their mortgagees, without naming them.

15.1.4 Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer on account of casualty to any portion of the CONDOMINIUM PROPERTY shall be paid to the Insurance Trustee, and all policies and endorsements for casualty losses shall be deposited with the Insurance Trustee.

15.1.5 Copies to UNIT OWNERS or INSTITUTIONAL LENDERS. One copy of each insurance policy or a certificate evidencing same, and all endorsements thereon, shall be furnished by the ASSOCIATION to each UNIT OWNER or INSTITUTIONAL LENDER included in the mortgagee roster who holds a mortgage upon a UNIT covered by the policy, and in writing requests the ASSOCIATION to provide it with such policies.

15.1.6 Personal Property and Liability. UNIT OWNERS may obtain insurance at their own expense and at their own discretion for their personal property, personal liability, living expenses, flood damage, and for improvements made to their UNIT.

15.2 Coverage.

15.2.1 Casualty. All BUILDINGS and improvements upon the CONDOMINIUM PROPERTY and all personal property of the ASSOCIATION included in the CONDOMINIUM PROPERTY are to be insured in an amount equal to one hundred (100%) percent of the then current replacement cost (excluding foundation, excavating costs, and other items normally excluded from coverage) as determined annually by the ASSOCIATION. Prior to obtaining any casualty insurance or any renewal thereof, the ASSOCIATION shall obtain an appraisal from a fire insurance company or otherwise of the full replacement cost of the BUILDINGS and improvements upon the CONDOMINIUM PROPERTY and all personal property of the ASSOCIATION, without deduction for depreciation, for the purposes of determining the amount of casualty insurance to be effected pursuant to this Paragraph. Such coverage shall afford protection against:

15.2.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

15.2.1.2 Such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location and use, including but not limited to vandalism and malicious mischief, and all other risks normally covered by a standard "All Risk" endorsement, where available.

15.2.1.3 The hazard insurance policy shall cover, among other things, all of the UNITS within the CONDOMINIUM including, but not limited to, partition walls, doors, stairways, kitchen cabinets and fixtures, built-in kitchen appliances, electrical fixtures, and bathroom cabinets and fixtures, all as originally supplied or having a value not in excess of that originally supplied as a standard item by DEVELOPER. The hazard insurance policy shall not include any improvements made in any UNIT having a value in excess of that originally supplied as a standard item by the DEVELOPER, or any additional furniture, furnishings, or other personal property installed or brought into a UNIT, from time to time, by the UNIT OWNERS or residents of a UNIT, or their guests or invitees.

15.2.2 Liability. Comprehensive general public liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the CONDOMINIUM PROPERTY or adjoining driveways and walkways, or any work, matters or things related to the CONDOMINIUM PROPERTY or this DECLARATION and its exhibits, with such coverage as shall be required by the ASSOCIATION, but with a combined single limit liability of not less than \$1,000,000.00 for bodily injury, death, or property damage, arising out of a single occurrence, and with cross liability endorsement to cover liabilities of the UNIT OWNERS as a group to a UNIT OWNER.

15.2.3 Fidelity Bonds. The ASSOCIATION shall obtain blanket fidelity bonds for all officers, directors, trustees and employees of the ASSOCIATION and all other persons handling or responsible for funds of or administered by the ASSOCIATION. Furthermore, where the ASSOCIATION has delegated some or all of the responsibility for the handling of funds to a management company, such bonds shall be required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the ASSOCIATION. The total amount of fidelity bond coverage required shall in no event be less than (i) a sum equal to three (3) months' aggregate assessments on all UNITS plus reserve funds held by the ASSOCIATION, or (ii) the minimum amount required by the CONDOMINIUM ACT, whichever is greater. Notwithstanding the foregoing, unless an INSTITUTIONAL LENDER otherwise requires fidelity bond coverage, such coverage will not be required unless and until the CONDOMINIUM consists of greater than thirty (30) UNITS.

15.2.4 Flood Insurance, Workman's Compensation Insurance, and Such Other Insurance as the ASSOCIATION shall determine from time to time to be desirable, or as may be required by law, or as may reasonably be required by an INSTITUTIONAL LENDER pursuant to Paragraph 15.1.2, and as is customarily obtained with respect to condominiums similar in construction, location, and use to this CONDOMINIUM, such as, where applicable, contractual and all-written contract insurance, employers' liability insurance, and comprehensive automobile liability insurance.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the ASSOCIATION and against the UNIT OWNERS individually and as a group; (ii) any pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of one or more Directors of the ASSOCIATION or by one or more UNIT OWNERS; and shall provide that such policies may not be cancelled or substantially modified (except for increases in coverage for limits of liability) without at least ten (10) days' prior written notice to the ASSOCIATION and to the holder of a first mortgage encumbering any UNIT in the CONDOMINIUM which is listed as a scheduled holder of a first mortgage in the insurance policy.

15.3 Premiums. Premiums for insurance policies purchased by the ASSOCIATION shall be paid by the ASSOCIATION as a COMMON EXPENSE, except that

any increase in any insurance premium occasioned by misuse, occupancy or abandonment of a UNIT or its appurtenances or of the COMMON ELEMENTS by a particular UNIT OWNER, or by a resident of any UNIT, or by a member of their families or their guests or invitees, shall be assessed against and paid by that UNIT OWNER.

15.4 Insurance Trustee. All casualty insurance policies purchased by the ASSOCIATION shall provide that all proceeds covering casualty losses shall be paid to any national bank or trust company in the vicinity of the CONDOMINIUM with trust powers as may be designated by the ASSOCIATION, as Trustee, which Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for payment of premiums or for the renewal or sufficiency of the policies or for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the UNIT OWNERS and their respective mortgagees in the following shares, which shares need not be set forth in the records of the Insurance Trustee. Notwithstanding the foregoing, so long as the DEVELOPER appoints a majority of the directors of the ASSOCIATION, unless any INSTITUTIONAL LENDER otherwise requires by written notice to the ASSOCIATION, no Insurance Trustee will be required, and all references in this DECLARATION to an Insurance Trustee shall refer to the ASSOCIATION where the context requires.

15.4.1 COMMON ELEMENTS. Proceeds on account of damage to COMMON ELEMENTS shall be held in as many undivided shares as there are UNITS, the share of each UNIT OWNER being the same as his share in the COMMON ELEMENTS, as same are hereinabove stated.

15.4.2 UNITS. Proceeds on account of damage to UNITS shall be held in the following undivided shares:

15.4.2.1 When the UNITS are to be repaired and restored, for the owners of damaged UNITS in proportion to the cost of repairing the damage suffered by each UNIT OWNER.

15.4.2.2 When the UNITS are not to be repaired and restored as elsewhere provided, for the owners of all UNITS in the CONDOMINIUM, each owner's share being in proportion to his share in the COMMON ELEMENTS appurtenant to his UNIT.

15.4.2.3 Mortgagee. In the event a mortgagee endorsement has been issued as to a UNIT, the share of the UNIT OWNER shall be held in trust for the mortgagee and the UNIT OWNER as their interests may appear. However, no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the UNIT OWNER and mortgagee pursuant to the provisions of this DECLARATION.

15.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to, or for the benefit of, the beneficial owners in the following manner:

15.5.1 Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

15.5.2 Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to UNIT OWNERS and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a UNIT and may be enforced by such mortgagee.

15.5.3 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged building and/or UNIT for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to UNIT

OWNERS and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a UNIT and may be enforced by such mortgagee.

15.5.4 Certificate. In making distribution to UNIT OWNERS and their mortgagees, the Insurance Trustee may rely upon a certificate of the ASSOCIATION executed by the President and Secretary as to the names of the UNIT OWNERS and mortgagees together with their respective shares of the distribution.

15.5.5 Limitation on Use of Proceeds. In no event may any hazard insurance proceeds for losses to any CONDOMINIUM PROPERTY (whether to UNITS or to COMMON ELEMENTS) be used for other than expenses of the Insurance Trustee or for the repair, replacement or reconstruction of such CONDOMINIUM PROPERTY, without the approval of at least sixty-six and two-thirds (66-2/3%) percent of the votes of the UNIT OWNERS.

15.6 ASSOCIATION as Agent. The ASSOCIATION is hereby irrevocably appointed agent for each UNIT OWNER and for the holder of a mortgage or other lien upon a UNIT and for each owner of any other interest in the CONDOMINIUM PROPERTY to adjust all claims arising under insurance policies purchased by the ASSOCIATION and to execute and deliver releases upon the payment of claims.

15.7 Notice of Possible Inadequate Insurance Coverage. In any legal action in which the ASSOCIATION may be exposed to liability in excess of insurance coverage protecting it and the UNIT OWNERS, the ASSOCIATION shall give notice of any excess exposure within a reasonable time to all UNIT OWNERS who may be exposed to the liability and they shall have the right to intervene and defend.

15.8 Inspection of Insurance Policies. A copy of each insurance policy purchased by the ASSOCIATION shall be made available for inspection by any OWNER or INSTITUTIONAL LENDER at reasonable times.

16. Reconstruction or Repair - After Casualty.

16.1 Determination to reconstruct or repair. If any part of the CONDOMINIUM PROPERTY is damaged or destroyed by casualty, whether or not the damage will be repaired shall be determined in the following manner:

16.1.1 COMMON ELEMENTS. If the damaged improvement is a COMMON ELEMENT, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the CONDOMINIUM shall be terminated.

16.1.2 BUILDINGS Containing UNITS. In the event of damage to or destruction of any BUILDING(S) containing UNITS as a result of fire or other casualty, except as hereinafter provided, the ASSOCIATION shall arrange for the prompt repair and restoration of the BUILDING(S) (including any damaged UNITS contained therein, and the bathroom and kitchen fixtures equivalent in value to that initially installed by the DEVELOPER, but not including improvements having a value in excess of that originally installed by the DEVELOPER, or furniture, furnishings, or other personal property supplied by any UNIT OWNER or tenant of a UNIT OWNER) and the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Notwithstanding the foregoing, if fifty (50%) percent or more of the UNITS within the CONDOMINIUM are very substantially damaged or destroyed, then within sixty (60) days after such damage or destruction a special meeting of the members of the ASSOCIATION shall be called to determine whether the damage or destruction will be repaired and restored, or whether the CONDOMINIUM will be terminated as elsewhere provided. The damage or destruction shall be repaired and restored unless it is determined at said meeting that the CONDOMINIUM will be terminated, and in the event the CONDOMINIUM is to be terminated, the CONDOMINIUM PROPERTY will not be repaired or restored and the net proceeds of insurance resulting from such damage or destruction shall be divided among all the UNIT OWNERS in proportion to their respective interests in the COMMON ELEMENTS, provided, however, that no payment shall be made to a UNIT OWNER until there has first been paid off out of his share of such funds all liens on his UNIT

in the order of priority of such liens. The Insurance Trustee may rely upon a certificate of the ASSOCIATION made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

16.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by a majority of the UNIT OWNERS, and INSTITUTIONAL LENDERS holding mortgages on UNITS which have at least fifty-one (51%) percent of the votes of UNITS subject to mortgages of INSTITUTIONAL LENDERS, and if the damaged property is one or more BUILDINGS containing UNITS, by the UNIT OWNERS of all UNITS (and their respective INSTITUTIONAL LENDERS), the plans for which are to be altered, which approval shall not be unreasonably withheld.

16.3 Responsibility. If the damage is only to those parts of a UNIT for which the responsibility of maintenance and repair is that of the UNIT OWNER, the UNIT OWNER shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the ASSOCIATION.

16.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the ASSOCIATION has the responsibility of reconstruction and repair, the ASSOCIATION shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or more reliable licensed contractors, and shall submit copies of all acceptable estimates to the Insurance Trustee.

16.5 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the ASSOCIATION, or if at any time during or after the reconstruction and repair the funds for the payment of the costs thereof are insufficient, ASSESSMENTS shall be made against the UNIT OWNERS, in sufficient amounts to provide funds to pay such costs. Such ASSESSMENTS against UNIT OWNERS for damage to UNITS shall be in proportion to the cost of reconstruction and repair of their respective UNITS. Such ASSESSMENTS on account of damage to COMMON ELEMENTS shall be in proportion to the UNIT OWNER's share in the COMMON ELEMENTS.

16.6 Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a COMMON EXPENSE.

16.7 Construction Funds. The funds for payment for costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the ASSOCIATION from ASSESSMENTS against UNIT OWNERS shall be disbursed in payment of such costs in the following manner:

16.7.1 ASSOCIATION. If the total ASSESSMENTS made by the ASSOCIATION in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the ASSOCIATION is more than Twenty-five Thousand (\$25,000.00) Dollars, then the sums paid upon such ASSESSMENT shall be deposited by the ASSOCIATION with the Insurance Trustee. In all other cases, the ASSOCIATION shall hold the sums paid upon such ASSESSMENTS and disburse the same in payment of the costs of reconstruction and repair.

16.7.2 Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the ASSOCIATION from collections of ASSESSMENTS against UNIT OWNERS on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

16.7.2.1 ASSOCIATION - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the ASSOCIATION is less than Twenty-five Thousand (\$25,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs upon the order of the ASSOCIATION; provided, however, that upon request to the Insurance Trustee by an INSTITUTIONAL LENDER which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund

shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

16.7.2.2 ASSOCIATION - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the ASSOCIATION is more than Twenty-five Thousand (\$25,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs in the manner required by the ASSOCIATION and upon approval of an architect qualified to practice in the State of Florida and employed by the ASSOCIATION to supervise the work.

16.7.2.3 UNIT OWNER. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the ASSOCIATION, such balance shall next be distributed to owners of damaged UNITS who have responsibility for reconstruction and repair of their UNITS. The distribution shall be in the shares that the estimated cost of reconstruction and repair in each damaged UNIT bears to the total of these costs in all damaged units; provided, however, that no UNIT OWNER shall be paid an amount in excess of the estimated costs of reconstruction and repair for his UNIT. If there is a mortgage upon a UNIT, the distribution shall be paid to the UNIT OWNER and the mortgagee jointly and they may use the proceeds as they may determine.

16.7.2.4 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of ASSESSMENTS paid by such owner into the construction fund shall not be made payable to any mortgagee.

16.7.2.5 Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by UNIT OWNERS upon ASSESSMENTS shall be deposited by the ASSOCIATION with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the ASSOCIATION or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the ASSESSMENTS paid by UNIT OWNERS. Instead, the Insurance Trustee may rely upon a certificate of the ASSOCIATION executed by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided, however, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a UNIT OWNER and further provided that when the ASSOCIATION or a mortgagee which is the beneficiary of any insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the ASSOCIATION shall first be obtained by the ASSOCIATION for disbursements in payment of costs of reconstruction and repair.

17. Condemnation and Eminent Domain.

17.1 Representation by ASSOCIATION. The ASSOCIATION shall represent the UNIT OWNERS in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning or taking authority for acquisition of the COMMON ELEMENTS, or any part thereof, and for such purpose each UNIT OWNER appoints the ASSOCIATION as the UNIT OWNER's attorney-in-fact.

17.2 Deposit of Awards with Insurance Trustee. The taking of any CONDOMINIUM PROPERTY by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to UNIT OWNERS, the UNIT OWNERS shall deposit the awards with the Insurance Trustee; and in the event of a failure to do so, in the discretion of the ASSOCIATION, a special ASSESSMENT shall be made against a defaulting UNIT OWNER in the amount of

his award, or the amount of that award shall be set off against the sums hereafter made payable to that UNIT OWNER.

17.3 Determination Whether to Continue CONDOMINIUM. Whether the CONDOMINIUM will be terminated after condemnation or eminent domain proceedings will be determined in the manner provided for termination of the CONDOMINIUM as elsewhere provided, and in the event of any condemnation or eminent domain proceedings, a meeting of the members of the ASSOCIATION shall be called to make such determination within sixty (60) days after the taking of any CONDOMINIUM PROPERTY by condemnation or eminent domain proceedings is final.

17.4 Disbursement of Funds. If the CONDOMINIUM is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special ASSESSMENTS will be deemed to be CONDOMINIUM PROPERTY and shall be owned and distributed in the manner provided for insurance proceeds if the CONDOMINIUM is terminated after a casualty. If the CONDOMINIUM is not terminated after condemnation or eminent domain proceedings, the size of the CONDOMINIUM will be reduced, the UNIT OWNERS of condemned or taken UNITS will be made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special ASSESSMENTS shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

17.5 UNIT Reduced but Tenantable. If the taking reduces the size of a UNIT and the remaining portion of the UNIT can be made tenantable, the award for the taking of a portion of the UNIT shall be used for the following purposes in the order stated and the following changes shall be effected in the CONDOMINIUM:

17.5.1 Restoration of UNIT. The UNIT shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the UNIT OWNER of the UNIT.

17.5.2 Distribution of Surplus. The balance of the award, if any, shall be distributed to the UNIT OWNER of the UNIT and to each mortgagee of the UNIT, the remittance being made payable jointly to the UNIT OWNER and mortgagees.

17.6 UNIT Made Untenantable. If the taking is of the entire UNIT or so reduces the size of a UNIT that it cannot be made tenantable, the award for the taking of the UNIT shall be used for the following purposes in the order stated and the following changes shall be effected in the CONDOMINIUM:

17.6.1 Payment of Award. The award shall be paid first to all INSTITUTIONAL LENDERS in an amount sufficient to pay off their mortgages due from those UNITS which are not tenantable; and then jointly to the UNIT OWNERS and mortgagees of UNITS not tenantable in an amount equal to the market value of the UNIT immediately prior to the taking and with credit being given for payments previously reserved for INSTITUTIONAL LENDERS; and the balance, if any, to repairing and replacing the COMMON ELEMENTS.

17.6.2 Addition to COMMON ELEMENTS. The shares in the COMMON ELEMENTS appurtenant to the UNITS that continue as part of the CONDOMINIUM shall be adjusted to distribute the ownership of the COMMON ELEMENTS among the reduced number of UNIT OWNERS. This shall be done by restating the shares of continuing UNIT OWNERS in the COMMON ELEMENTS as elsewhere provided in this Declaration.

17.6.3 Adjustment of Shares in COMMON ELEMENTS. The shares in the COMMON ELEMENTS appurtenant to the UNITS that continue as part of the CONDOMINIUM shall be adjusted to distribute the ownership of the COMMON ELEMENTS among the reduced number of UNIT OWNERS. This shall be done by restating the shares of continuing UNIT OWNERS in the COMMON ELEMENTS as elsewhere provided in this DECLARATION.

17.6.4 ASSESSMENTS. If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken UNIT to the UNIT OWNER and to condition the remaining portion of the UNIT for use as a part of the COMMON ELEMENTS, the additional funds required for those purposes

shall be raised by ASSESSMENTS against all of the UNIT OWNERS who will continue as owners of UNITS after the changes in the CONDOMINIUM effected by the taking. The ASSESSMENTS shall be made in proportion to the shares of those UNIT OWNERS in the COMMON ELEMENTS after the changes effected by the taking.

17.6.5 Appraisal. If the market value of a UNIT prior to the taking cannot be determined by agreement between the UNIT OWNER and mortgagees of the UNIT and the ASSOCIATION within thirty (30) days after notice by either party, the value shall be determined by one MAI appraiser mutually agreed upon by the UNIT OWNER and the ASSOCIATION, or if the parties are unable to agree as to an appraiser, the value shall be determined as the average of three (3) appraisals by three (3) such appraisers, one of whom shall be selected by the ASSOCIATION, one by the UNIT OWNER, and one by the two appraisers so selected. The cost of such appraisal or appraisals shall be a COMMON EXPENSE of the ASSOCIATION.

17.7 Taking of COMMON ELEMENTS. Awards for the taking of COMMON ELEMENTS shall be used to make the remaining portion of the COMMON ELEMENTS useable in the manner approved by the BOARD; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the COMMON ELEMENTS. The balance of the awards for the taking of COMMON ELEMENTS, if any, shall be distributed to the UNIT OWNERS in the shares in which they own the COMMON ELEMENTS after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a UNIT, the distribution shall be paid jointly to the owner and the mortgagee(s) of the UNIT.

17.8 Amendment of DECLARATION. The changes in UNITS, in the COMMON ELEMENTS and in the ownership of the COMMON ELEMENTS that are effected by condemnation shall be evidenced by an amendment of the DECLARATION of CONDOMINIUM that need be approved only by the BOARD.

18. Use Restrictions. The use of the property of the CONDOMINIUM shall be in accordance with the following provisions:

18.1 UNITS.

18.1.1 Residential Use. Each of the UNITS shall be occupied and used only for residential purposes, and not for business, commercial or other purposes.

18.1.2 No Division. No UNIT may be divided or subdivided into a smaller UNIT or any portion thereof sold or otherwise transferred without first amending this DECLARATION to reflect the changes in the UNITS to be affected thereby.

18.1.3 Leasing. Any lease of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES, BYLAWS, and Rules and Regulations of the ASSOCIATION, and a copy delivered to the ASSOCIATION prior to occupancy by the tenant(s). Without the prior written consent of the BOARD, which may be withheld in the BOARD's sole discretion, no lease shall be for a period of less than three (3) months.

18.2 Exterior Appearance. Without limiting the provisions of Paragraph 11.2 of this DECLARATION, except for the screening in of any terrace, balcony, or patio, or the installation of hurricane shutters inside of such screening, permitted by the ASSOCIATION, no UNIT OWNER shall cause or permit his terrace, balcony, garden area, or patio (except as originally constructed by DEVELOPER) to be enclosed, nor shall any UNIT OWNER cause or permit his terrace, balcony, garden area, or patio to be increased in size, the configuration thereof altered, or awnings installed thereon, or on the exterior of any BUILDING. No UNIT OWNER shall cause or permit any doors, windows, or screening on the exterior of his UNIT to be added, modified or removed, nor shall any UNIT OWNER in any manner change the exterior appearance of his UNIT or any BUILDING or COMMON ELEMENT, except for purposes of repair or replacement required to be made by the UNIT OWNER, and any such repair or replacement shall be in substantial conformity with that originally installed by the DEVELOPER or last approved by the ASSOCIATION. No UNIT OWNER shall install or permit to be installed in his UNIT electrical wiring, television or radio

antenna, machines or air conditioning equipment, which may protrude through the roof or walls of his UNIT or the BUILDING. No UNIT OWNER shall place signs or written material on the windows of his UNIT, or on the exterior of the CONDOMINIUM PROPERTY. No UNIT OWNER shall install any trees, shrubbery, flowers, or other landscaping on the exterior of any CONDOMINIUM PROPERTY, and no UNIT OWNER shall remove or alter any such landscaping installed by the ASSOCIATION. UNIT OWNERS may place tasteful patio furniture and plants on their terraces, balconies, garden areas, or patios, but shall keep same neat and in a sightly condition, and the ASSOCIATION shall have the right to require any UNIT OWNER to remove any personal property placed on any terrace, balcony, garden area, or patio, or otherwise on the exterior of the CONDOMINIUM PROPERTY, which the ASSOCIATION deems unsightly or potentially dangerous.

18.3 Pets. Except with the written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion, only one cat, or one dog not exceeding 25 pounds at maturity, is permitted in any UNIT. In addition, fish, birds and other small animals are permitted so long as they are not kept for commercial purposes, and are exclusively and continuously confined to cages, tanks, or other similar enclosures. All other pets are prohibited. No pet is permitted which creates an unreasonable source of noise or annoyance to other residents of the CONDOMINIUM. No pet may be kept outside of any UNIT in the absence of any resident of the UNIT. The BYLAWS or the Rules and Regulations of the ASSOCIATION may further provide for reasonable rules and regulations regarding pets.

18.4 Lakes. The use of any Lake contained within the CONDOMINIUM PROPERTY which is owned and/or operated and maintained by the ASSOCIATION shall be subject to all rules, regulations and restrictions adopted by the BOARD concerning same. In particular, and without limitation, no swimming or boating will be allowed in any such lake unless and except as expressly permitted pursuant to any such rules, regulations and restrictions imposed by the BOARD.

18.5 COMMON ELEMENTS. The COMMON ELEMENTS shall be used only for the purposes for which they are intended.

18.6 Nuisances. No nuisances shall be allowed upon the CONDOMINIUM PROPERTY; and no use or practice which is an unreasonable source of annoyance to residents or which shall interfere with the peaceful possession and proper use of the CONDOMINIUM PROPERTY by its residents shall be permitted. All parts of the CONDOMINIUM PROPERTY shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No UNIT OWNER shall permit any use of his UNIT or of the COMMON ELEMENTS which will increase the rate of insurance upon the CONDOMINIUM PROPERTY.

18.7 Lawful use. No improper, offensive or unlawful use shall be made of the CONDOMINIUM PROPERTY or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the CONDOMINIUM PROPERTY shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned.

18.8 Rules and Regulations. All UNIT OWNERS shall comply with reasonable rules and regulations concerning the use of the CONDOMINIUM PROPERTY, as may be made and amended from time to time by the ASSOCIATION in the manner provided by the ARTICLES or BYLAWS. Copies of such regulations and amendments thereto shall be furnished by the ASSOCIATION to all UNIT OWNERS and residents of the CONDOMINIUM upon request.

18.9 Proviso. Provided, however, that until the DEVELOPER has completed all of the contemplated improvements and closed the sales of all of the UNITS within this CONDOMINIUM, including the additional phases contemplated by the DEVELOPER as set forth in Paragraph 23 below, neither the UNIT OWNERS nor the ASSOCIATION nor the use of the CONDOMINIUM PROPERTY shall interfere with the completion of all contemplated improvements and the sale of all UNITS within the CONDOMINIUM, and the DEVELOPER may make such use of the unsold UNITS and COMMON ELEMENTS as may facilitate such completion and sale including, but not limited to, maintenance of a sales office, the showing of the CONDOMINIUM PROPERTY and DEVELOPER-owned UNITS and the display of signs.

19. Special Provisions Regarding INSTITUTIONAL LENDERS.

19.1 **Notice of Action.** Upon written request to the ASSOCIATION by an INSTITUTIONAL LENDER holding, insuring or guaranteeing a first mortgage encumbering any UNIT, identifying the name and address of the holder, insurer or guarantor and the UNIT number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

19.1.1 Any condemnation loss or any casualty loss which affects a material portion of the CONDOMINIUM or any UNIT on which there is a first mortgage held, insured or guaranteed by such holder, insurer or guarantor, as applicable;

19.1.2 Any delinquency in the payment of ASSESSMENTS or other monies owed by a UNIT OWNER, or any other default in the performance by the UNIT OWNER of any obligation under this DECLARATION, the ARTICLES, or the BYLAWS, which UNIT OWNER'S UNIT is subject to a first mortgage held, insured or guaranteed by such holder, insurer or guarantor, which remains uncured for a period of sixty (60) days;

19.1.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION;

19.1.4 Any proposed action which would require the consent of a specified percentage of INSTITUTIONAL LENDERS.

19.2 **Consent of INSTITUTIONAL LENDERS.** Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any CONDOMINIUM PARCEL(S) or CONDOMINIUM PROPERTY is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the ASSOCIATION, or to any other matter relating to the CONDOMINIUM, the ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the ASSOCIATION), which response must be received by the ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the ASSOCIATION, which affidavit, where necessary, may be recorded in the Public Records of the County where the CONDOMINIUM is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

20. Compliance and Non-Monetary Default.

20.1 **Failure of UNIT OWNER to Comply.** Each UNIT OWNER shall comply with all of the terms of this DECLARATION, the ARTICLES, the BYLAWS, and the Rules and Regulations, as they may be amended from time to time, and in the event any UNIT OWNER fails to comply therewith (other than the non-payment of any ASSESSMENT, which is governed by Paragraph 13 of this DECLARATION), the ASSOCIATION shall give the UNIT OWNER written notice of such failure. If such failure is not corrected as soon as is reasonably practical and in any event within ten (10) days after such written notice, or in the event of a subsequent similar failure by the UNIT OWNER, then without further notice the ASSOCIATION shall have the following rights, in addition to all other rights otherwise granted to or available to the ASSOCIATION:

20.1.1 The ASSOCIATION may commence an action to enforce performance on the part of the UNIT OWNER, and to require the UNIT OWNER to correct

such failure, for damages, for injunctive relief, and/or for such other relief as may be necessary under the circumstances; and/or

20.1.2 The ASSOCIATION may itself perform any act or work required to correct such failure and, either prior to or after doing so, may assess the UNIT OWNER with all reasonable costs incurred or to be incurred by the ASSOCIATION in connection therewith, plus a service fee equal to ten (10%) percent of such costs, and may collect such ASSESSMENT and have a lien for same as elsewhere provided. In connection with the foregoing, the ASSOCIATION may enter the UNIT OWNER's UNIT where necessary, may perform any maintenance or repairs required to be performed by the UNIT OWNER, may remove any change, alteration, addition or improvement which is unauthorized or not maintained by the UNIT OWNER in accordance with the provisions of this DECLARATION, and may take any and all other action reasonably necessary to correct the applicable failure by the UNIT OWNER.

20.2 Negligence. A UNIT OWNER shall be liable and may be assessed by the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a UNIT or its appurtenances or of the COMMON ELEMENTS.

20.3 Responsibility of UNIT OWNER for Occupants, Tenants, Guests, and Invitees. Each UNIT OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his UNIT, and for all guests and invitees of the UNIT OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the CONDOMINIUM PROPERTY, or any liability to the ASSOCIATION, the UNIT OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, the BYLAWS, or any Rule or Regulation, by any resident of any UNIT, or any guest or invitee of a UNIT OWNER or any resident of a UNIT, shall also be deemed a violation by the UNIT OWNER, and shall subject the UNIT OWNER to the same liability as if such violation was that of the UNIT OWNER.

20.4 Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any person present in any UNIT or any portion of the CONDOMINIUM PROPERTY, other than a UNIT OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the CONDOMINIUM, or shall damage or destroy any COMMON ELEMENTS or personal property of the ASSOCIATION, then upon written notice by the ASSOCIATION such person shall be required to immediately leave the CONDOMINIUM PROPERTY and if such person does not do so, the ASSOCIATION is authorized to commence an action to compel the person to leave the CONDOMINIUM PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable UNIT OWNER who such person was visiting, or with whose permission such person was present on the CONDOMINIUM PROPERTY, and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall not be deemed to limit, modify, or affect any other rights or remedies available to the ASSOCIATION, or any rights or remedies the ASSOCIATION may have with respect to similar actions by a UNIT OWNER or a member of his immediate family residing with him in the UNIT. Any eviction of a tenant must be accomplished in compliance with any applicable provisions of the Florida Landlord and Tenant Act, Chapter 83, Florida Statutes.

20.5 Costs and Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a UNIT OWNER to comply with the terms of the DECLARATION, the ARTICLES, the BYLAWS, and/or the Rules and Regulations, as said documents may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees. Any such cost or attorneys' fees awarded to the ASSOCIATION in connection with any action against any UNIT OWNER shall be assessed against the UNIT OWNER as in the case of any other ASSESSMENT as hereinabove provided.

20.6 No Waiver of Rights. The failure of the ASSOCIATION or any UNIT OWNER to enforce any covenant, restriction or any other provision of this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations, as the said documents may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

21. Amendment of DECLARATION and Limitations on Amendments to ARTICLES and BYLAWS.

21.1 Amendments to DECLARATION. In addition to amendments elsewhere authorized herein, and subject to limitations contained herein upon amendments, this DECLARATION may be amended in the following manner:

21.1.1 By the DEVELOPER. Except for amendments required to be approved by UNIT OWNERS and INSTITUTIONAL LENDERS as set forth below, the DEVELOPER shall have the right to amend this DECLARATION without the consent of the UNIT OWNERS, the ASSOCIATION or its BOARD so long as the DEVELOPER is entitled to appoint any director of the ASSOCIATION, or holds title to any UNIT in the CONDOMINIUM, including UNITS in any additional phase contemplated herein, as described in Paragraph 23 below. A copy of each amendment made by the DEVELOPER shall be recorded amongst the public records of the county in which the CONDOMINIUM is located, and any amendment shall be effective when so recorded.

21.1.2 By the UNIT OWNERS.

21.1.2.1 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.

21.1.2.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the BOARD or by not less than one-third (1/3) of the UNIT OWNERS. Approval of an amendment must be by not less than sixty-seven (67%) percent of the votes of all UNIT OWNERS. UNIT OWNERS not present in person or by proxy at a meeting considering an amendment may express their approval in writing, provided such approval is delivered to the Secretary within thirty (30) days after the meeting.

21.1.2.3 Execution and Recording. A copy of each amendment shall be attached to a certificate of the ASSOCIATION certifying that the amendment was duly adopted, which certificate shall include the recording data identifying this DECLARATION and shall be executed by the President and Secretary of the ASSOCIATION with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded amongst the public records of the county in which the CONDOMINIUM is located.

21.2 Proviso. No amendment shall discriminate against any UNIT OWNER or against any UNIT, or class or group of UNITS, unless the UNIT OWNERS so affected and their respective INSTITUTIONAL LENDERS shall join in the execution of the amendment. No amendment shall change the configuration or size of any UNIT in any material fashion, materially alter or modify the appurtenances to the UNIT, or change the proportion or percentage by which the UNIT OWNER of the UNIT shares the COMMON EXPENSES and owns the COMMON SURPLUS unless the record owner of the UNIT and any INSTITUTIONAL LENDER holding a first mortgage encumbering the UNIT join in the execution of the amendment. No amendment may prejudice or impair the rights, interests or priorities of INSTITUTIONAL LENDERS unless all INSTITUTIONAL LENDERS holding a first mortgage encumbering a UNIT join in the execution of the amendment. Prior to the addition of all phases to this CONDOMINIUM as described in Paragraph 23 of this DECLARATION and the closing of the sale of all UNITS in all phases of the CONDOMINIUM, no amendment shall make any change which would in any way affect any of the rights, privileges, powers and options of the DEVELOPER, unless the DEVELOPER joins in the execution of such amendment. The foregoing joinder requirements as to amendments herein specified shall be in addition to other provisions of this DECLARATION relating to amendments to the DECLARATION.

21.3 If any provision of this DECLARATION specifically requires the consent of a certain percentage of the UNIT OWNERS or INSTITUTIONAL LENDERS

to approve or authorize any action or matter, no amendment may reduce such percentage unless the amendment is approved by at least such specified percentage of the UNIT OWNERS or INSTITUTIONAL LENDERS.

22. Termination of CONDOMINIUM. The CONDOMINIUM shall continue until (i) terminated by casualty loss, condemnation or eminent domain as more particularly provided in this DECLARATION, or (ii) such time as withdrawal of the CONDOMINIUM PROPERTY from the provisions of the CONDOMINIUM ACT is authorized by a vote of UNIT OWNERS of at least eighty (80%) percent of the UNITS and COMMON ELEMENTS (DEVELOPER shall not vote the UNITS owned by it for such withdrawal unless the UNIT OWNERS of at least eighty (80%) percent of all other UNITS and COMMON ELEMENTS so elect such withdrawal, at which time DEVELOPER may choose to vote either in favor of or against such withdrawal, as DEVELOPER sees fit) and such withdrawal is consented to in writing by each INSTITUTIONAL LENDER holding a first mortgage encumbering a UNIT in the CONDOMINIUM. In the event such withdrawal is authorized as aforesaid, the CONDOMINIUM PROPERTY shall be subject to an action for partition by any UNIT OWNER or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all UNIT OWNERS in proportion to their respective interests in the COMMON ELEMENTS, provided, however, that no payment shall be made to a UNIT OWNER until there has first been paid off out of his share of such net proceeds all liens on his UNIT in the order of their priority. The termination of the CONDOMINIUM in either of the foregoing manners shall be evidenced by a certificate of the ASSOCIATION executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the county in which the CONDOMINIUM is located. This section may not be amended without the consent of all INSTITUTIONAL LENDERS, and the DEVELOPER, so long as it owns any UNITS. After termination of the CONDOMINIUM, UNIT OWNERS shall own the CONDOMINIUM PROPERTY and all assets of the ASSOCIATION as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the UNIT OWNERS. Such undivided share of the UNIT OWNERS shall be the same as the undivided shares in the COMMON ELEMENTS appurtenant to the UNIT OWNERS' UNITS prior to the termination.

23. Description of Phasing. As previously indicated, there may be additional phases added to the CONDOMINIUM pursuant to and in accordance with Section 718.403 of the CONDOMINIUM ACT. In the event the DEVELOPER elects to add a phase to this CONDOMINIUM, a complete description of the phasing, and the impact which the completion of subsequent phases will have upon the initial phase, is as follows:

23.1 Attached as Exhibit "D" to this DECLARATION are legal descriptions which describe the land upon which each phase is to be built. Exhibit "B" of this DECLARATION depicts the property and relative location of each proposed phase, and the approximate location of any BUILDINGS and COMMON ELEMENTS within each proposed phase.

23.2 Proposed Phases 2 through 17 will each contain one BUILDING, containing 8 UNITS. One-bedroom UNITS may contain from 700 to 900 square feet, and two-bedroom UNITS may contain from 900 to 1,200 square feet. The Lake Phase does not contain any UNITS, but only contains a small lake and common area. The Recreation Phase does not contain any UNITS, but only contains a swimming pool, recreation building and tot lot, and other recreational facilities shown in Exhibit "B." The Road Phase does not contain any UNITS, but only contains a road and common area.

23.3 As, and if, one or more of the additional phases are added to the CONDOMINIUM, each UNIT OWNER's undivided share in the COMMON ELEMENTS, and the corresponding share of expenses and surplus, will be adjusted to reflect any increase in the number of UNITS in the CONDOMINIUM caused by the addition of the phase(s), pursuant to the formula set forth in Paragraph 8 of this DECLARATION.

23.4 The membership vote and ownership in the ASSOCIATION attributable to each UNIT will be one (1) vote per UNIT. Accordingly, in the event any phase is added, the membership in the ASSOCIATION will be increased by the

number of additional UNIT OWNERS in the added phase or phases, and each UNIT in the CONDOMINIUM will have one (1) vote. If any phase or phases are not developed and added as part of the CONDOMINIUM, then the membership vote in the ASSOCIATION will be one (1) vote per UNIT for UNIT OWNERS in Phase 1, and any phase actually added to the CONDOMINIUM.

23.5 If one or more phases are not added to the CONDOMINIUM, the UNITS within the CONDOMINIUM are entitled to one hundred (100%) percent ownership of all COMMON ELEMENTS within the phases actually developed and added as part of the CONDOMINIUM. In other words, the aggregate of the existing UNIT OWNERS in the CONDOMINIUM will at all times have one hundred (100%) percent ownership in all of the COMMON ELEMENTS, subject to dilution as to the percentage share of each UNIT OWNER in the event a subsequent phase or phases are actually developed and added as a part of the CONDOMINIUM.

23.6 Each phase will be added to the CONDOMINIUM by an appropriate amendment to this DECLARATION. Notwithstanding the provisions of Section 718.110, Florida Statutes, or any other provision of this DECLARATION, amendments to this DECLARATION adding one (1) or more phases to this CONDOMINIUM shall not require the execution of such amendments or consents thereto by UNIT OWNERS, mortgagees, lienors, or the ASSOCIATION, or any other person or entity, other than the DEVELOPER of such additional phase. Taxes and other ASSESSMENTS relating to the property in any phase added to this CONDOMINIUM, covering any period prior to the addition of such phase, shall be the responsibility of the DEVELOPER. All intended improvements in any phase must be substantially completed prior to the time the phase is added to the CONDOMINIUM.

23.7 A DEVELOPER of any additional phase may be the DEVELOPER of this CONDOMINIUM and/or its nominees, designees, assignees, or successors, in whole or in part, or any person or entity which owns the land constituting the phase when added.

23.8 Phases may be added to the CONDOMINIUM in any order.

23.9 Except as hereinafter provided, the DEVELOPER, or his successors, nominees, assignees or designees has no obligation or responsibility to cause any additional phase or its improvements to be constructed and added to this CONDOMINIUM. Accordingly, nothing contained herein should be deemed a representation or warranty that any additional phase will, in fact, be constructed and added to the CONDOMINIUM, although the DEVELOPER does plan, at this time, to construct and add all additional phases to the CONDOMINIUM. Notwithstanding the foregoing, without limiting the right of the DEVELOPER to earlier add any phase, the Lake Phase shall be added to the CONDOMINIUM if and at such time as Phases 2-7 have all been added to the CONDOMINIUM, and the Recreation Phase shall be added to the CONDOMINIUM if and at such time as any 4 phases are added to the CONDOMINIUM so that the CONDOMINIUM consists of 40 or more UNITS.

23.10 No time-share estates will or may be created with respect to UNITS in any phase.

23.11 The time period within which each phase must be completed, if at all, is a date which is seven (7) years after this DECLARATION is recorded in the Public Records of the County where the CONDOMINIUM is located.

23.12 The impact which the addition of any phase will have upon the CONDOMINIUM is as follows: (i) the land included in the CONDOMINIUM will be increased, (ii) the number of UNITS included in the CONDOMINIUM will be increased, (iii) the COMMON ELEMENTS will be increased, (iv) the ASSOCIATION will be responsible for the repair, maintenance and operation of the COMMON ELEMENTS as increased by the addition of any phase, (v) the ASSOCIATION will incur additional expenses in connection with the maintenance, repair and operation of the CONDOMINIUM as increased by the addition of the phase; however, expenses incurred by the ASSOCIATION in connection with the COMMON ELEMENTS of

additional phases will be a COMMON EXPENSE to be assessed against a larger number of UNITS in proportion to their respective shares of the COMMON ELEMENTS, and (vi) the ownership interest in the COMMON ELEMENTS and share of the COMMON EXPENSES of each UNIT will be reduced pursuant to Paragraph 8 of this DECLARATION.

23.13 DEVELOPER reserves the right to make minor changes in the location, size and configuration of the UNITS, the BUILDINGS, and the COMMON ELEMENTS in any phase, and to make minor changes in the legal description of a phase required to accommodate such changes or to comply with applicable governmental requirements such as parking and set-back, prior to the time the phase is actually added to the CONDOMINIUM. However, no such change to any phase shall result in a substantial deviation from the UNITS, BUILDINGS, and COMMON ELEMENTS shown on Exhibit "B," and in no event shall any changes be made to the number of BUILDINGS within any phase, the number of stories in any BUILDING, the number of UNITS within any BUILDING or within any story of a BUILDING, or the total number of UNITS, within any phase. Furthermore, all BUILDINGS and UNITS added to the CONDOMINIUM in any phase shall be of comparable quality of construction to the UNITS initially included in the CONDOMINIUM.

24. Alternate Improvement of Additional Lands. The DEVELOPER reserves the following rights with respect to all or any portion of the lands described in Exhibit "D" of the DECLARATION in lieu of or in addition to improving such lands and adding same as additional phases to the CONDOMINIUM:

24.1 Other Condominiums Operated By The ASSOCIATION. The DEVELOPER may construct and develop one or more separate and distinct condominium(s) which consist in whole or in part of the lands, or any portion thereof and may use the ASSOCIATION as the governing entity conducting the affairs of such separate and distinct condominium(s), which is the same ASSOCIATION that operates this CONDOMINIUM. In this event, the following will apply:

24.1.1 All of the UNIT OWNERS of UNITS in the separate and distinct condominium(s), and in this CONDOMINIUM, will be members of the ASSOCIATION having equal voting rights consisting of one (1) vote per UNIT. All matters of common concern will be voted upon by all of the members and all matters of concern to only one condominium will be voted upon only by members who are UNIT OWNERS within that condominium.

24.1.2 Separate budgets will be established for each condominium. Items relating to only one condominium will be borne by the members of that condominium, and items relating to all of the condominiums operated by the ASSOCIATION will be borne by all of the members of the ASSOCIATION, unless the BOARD determines that this method is not fair with respect to any expense item, and an alternate method of sharing such expense item is determined.

24.2 Other Condominiums Operated By Other Condominium Associations. The DEVELOPER may construct and develop one or more separate and distinct condominium(s) which consist in whole or in part of the lands, or any portion thereof, and may use as the governing entity operating such separate and distinct condominiums a distinct, independent condominium association, other than the ASSOCIATION.

24.3 Other Types of Residential Dwelling Units. The DEVELOPER may construct and develop residential dwelling units other than condominium units upon the lands, or any portion thereof.

24.4 Developer. For purposes of this paragraph, the term DEVELOPER shall also include any of the successors, nominees, assignees or designees of the DEVELOPER, or any person or entity which owns any portion of such lands.

24.5 Proviso. Nothing contained herein shall be deemed to impose any requirement that the DEVELOPER develop and/or improve all or any portion of the lands described in Exhibit "D," in any particular manner.

25. COMMON RECREATIONAL FACILITIES.

25.1 Right of Other Condominiums Within Exhibit "A" to Use Recreational Facilities Within this CONDOMINIUM.

25.1.1 If the Recreation Phase is added to this CONDOMINIUM, and if all of the phases contemplated by this DECLARATION are not added to the CONDOMINIUM, then the unit owners and residents of any other condominium which is totally within the property described on Exhibit "A" attached hereto, and their guests and invitees, shall have the right to use the recreational facilities within this CONDOMINIUM, including the recreation building, swimming pool and deck, and tot lot, provided the following conditions are complied with as to any such other condominium:

25.1.1.1 The Declaration of Condominium of such other condominium must grant the unit owners and residents of the condominium, and their guests and invitees, the right to use the recreational facilities within this CONDOMINIUM.

25.1.1.2 The Declaration of Condominium of such other condominium must require the condominium association operating such other condominium to pay a portion of the costs of maintaining, owning and operating the recreational facilities within this CONDOMINIUM, consistent with the provisions set forth below.

25.1.2 In the event the unit owners and residents of any other condominium are given the right to use the recreational facilities within this CONDOMINIUM, such unit owners and residents, and their guests and invitees, shall have an easement for ingress and egress purposes over the roads within the CONDOMINIUM to the recreational facilities, and will also have an easement and license to use the recreational facilities. Use of the recreational facilities will be subject to the restrictions contained in this DECLARATION, and to the Rules and Regulations of the ASSOCIATION, regarding such use. The ASSOCIATION shall have the right to expel any person from the recreational facilities violating such restrictions, rules or regulations. If any unit owner or resident of a condominium entitled to use the recreational facility, or their guests or invitees shall damage or destroy any recreational facility or property associated therewith, the Condominium Association operating such condominium will be responsible for all costs of repairs or replacements necessitated thereby, which shall be paid to the ASSOCIATION as an additional assessment.

25.1.3 In the event the unit owners and residents of any other condominium are given the right to use the recreational facilities within this CONDOMINIUM, the ASSOCIATION shall maintain a separate budget, and separate books and records, for all expenses of any kind or nature whatsoever relating to the maintenance, ownership and operation of the recreational facilities within this CONDOMINIUM. Each condominium whose unit owners and residents have a right to use the recreational facilities shall be required to pay to the ASSOCIATION a portion of such expenses equal to the ratio that the number of units in such other condominium bears to the total number of units in all condominiums, the units owners and residents of which have the right to use the recreational facilities. The amount payable by each condominium shall be assessed to, and will be payable by, the condominium association operating such other condominium, which assessments shall be made not less frequently than quarterly pursuant to the aforementioned budget for the recreational facilities. In addition, special assessments may be made to provide funds required for the recreational facilities and not produced by regular assessments. Copies of any such budget and a notice of any assessments payable by a condominium association shall be sent to such condominium association by the ASSOCIATION not less than thirty (30) days prior to the due date of any assessment. Each condominium association obligated to pay for a portion of the expenses relating to the recreational facilities shall be entitled to inspect the books and records relating to the recreational facilities at any time upon reasonable notice.

25.1.4 Each condominium association required to pay assessments to the ASSOCIATION pursuant to Paragraph 25.3 shall pay same within thirty (30)

days after written demand by the ASSOCIATION, and if not paid the condominium association will be required to pay interest on the unpaid assessments at the rate of fifteen (15%) percent per year, plus the costs incurred by the ASSOCIATION in collecting such assessments including attorneys' fees.

25.2 Right of This CONDOMINIUM to Use Recreational Facilities Within Other Condominium(s) Located Within Exhibit "A." In the event the Recreation Phase is not added to this CONDOMINIUM, then the following shall apply with respect to any common recreational facilities constructed within the property described in Exhibit "A":

25.2.1 The UNIT OWNERS and residents of this CONDOMINIUM, and their guests and invitees, may be granted the right to use such common recreational facilities. Such right, if granted, shall become effective in accordance with an instrument granting such right recorded in the Public Records of Broward County, Florida, which instrument may be a declaration of condominium of another condominium developed within the property described in Exhibit "A" of this DECLARATION, or an instrument signed by the developer of any other condominium developed within the property described in Exhibit "A" of this DECLARATION in which the common recreational facilities are located, or an instrument signed by the Condominium Association operating or owning the common recreational facilities.

Notwithstanding the foregoing, if the common recreational facilities are conveyed to the ASSOCIATION, the UNIT OWNERS and residents of this CONDOMINIUM, and their guests and invitees, shall have the right to use such common recreational facilities subject to the following provisions of this Paragraph 25.2.

25.2.2 If pursuant to the foregoing, the UNIT OWNERS and residents of this CONDOMINIUM are granted the right to use such common recreational facilities, then the condominium association owning or operating the recreational facilities (the "Owning Association") shall maintain a separate budget, and separate books and records, for all expenses of any kind or nature whatsoever relating to the maintenance ownership, and operation of the common recreational facilities. This CONDOMINIUM shall be required to pay to the Owning Association a portion of such expenses equal to the ratio that the number of UNITS in this CONDOMINIUM from time to time bears to the total number of units in all condominiums from time to time, the residents of which have the right to use the common recreational facilities. The amount payable by this CONDOMINIUM shall be assessed to, and payable by, the ASSOCIATION, and shall be a COMMON EXPENSE. Copies of any such budget and a notice of any assessments payable by the ASSOCIATION shall be sent to the ASSOCIATION not less than thirty (30) days prior to the due date of any assessment. The ASSOCIATION shall be entitled to inspect the books and records relating to the recreational facilities at any time upon reasonable notice.

25.3 Homeowner's Associations. For definitional purposes relating to this Paragraph 25, if any portion of the property described on Exhibit "A" is developed into dwelling units other than condominium units, and if pursuant to a Declaration of Covenants and Restrictions or similar document, such dwelling units are subject to the jurisdiction of a homeowner's association, such dwelling units shall be deemed for definitional purposes only to be condominium units, and such homeowner's association shall be deemed for definitional purposes only to be a condominium association. If any dwelling units are constructed on the land described on Exhibit "A" which are not pursuant to a Declaration of Covenants and Restrictions or similar documents subject to the jurisdiction of a homeowners association, the owners and residents of such dwelling units will not be entitled to use, and will not be obligated to pay for, any common recreational facilities constructed upon the lands described in Exhibit "A."

26. DECLARATION OF COVENANTS AND RESTRICTIONS OF OAKLAND FOREST. This CONDOMINIUM is subject to the Declaration of Covenants and Restrictions of Oakland Forest, recorded in Official Records Book 9761, Page 815, of the Public Records of Broward County, Florida, and all exhibits and amendments thereto, whether made before or after this DECLARATION is recorded (the "Oakland Forest Declaration").

27. Miscellaneous Provisions.

27.1 Partial Invalidity. The invalidity in whole or in part of any covenant or restriction of any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION, the ARTICLES, BYLAWS, or Rules and Regulations of the ASSOCIATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

27.2 Duration. In the event any court shall hereafter determine that any provisions as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law and for such purpose measuring life shall be that of the last surviving original purchaser of a UNIT.

27.3 Notices. All notices required or desired hereunder or under the BYLAWS shall be sent to the ASSOCIATION c/o its office at the CONDOMINIUM or to such other address as the ASSOCIATION may hereafter designate from time to time by notice in writing to all UNIT OWNERS, or the registered agent as designated with the Secretary of State of the State of Florida. All notices to any UNIT OWNERS shall be sent to the CONDOMINIUM address of such UNIT OWNER or such other address as may have been designated by such UNIT OWNER from time to time, in writing, to the ASSOCIATION. All notices to mortgagees of UNITS shall be sent to their respective addresses, or to any other address designated by them from time to time, in writing, to the ASSOCIATION. Notice given by certified mail, return receipt requested, shall be effective the day after mailed, and notice by any other means shall be effective upon delivery to the person being notified.

27.4 Signature of President and Secretary. Wherever the signature of the president of the ASSOCIATION is required hereunder, the signature of a vice-president may be substituted therefore, and wherever the signature of the secretary of the ASSOCIATION is required hereunder, the signature of an assistant secretary may be substituted therefore, provided, that the same person may not execute any single instrument on behalf of the ASSOCIATION in two separate capacities.

27.5 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this DECLARATION, the Exhibits annexed hereto or the rules and regulations adopted pursuant to such documents, as same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

27.6 Waiver. No provisions contained in this DECLARATION shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

27.7 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

27.8 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

IN WITNESS WHEREOF, the DEVELOPER has caused this DECLARATION to be executed this _____ day of _____, 19__.

Signed, sealed and delivered in the presence of:

PALM-AIRE VILLAGE, INC.,
a Florida corporation

By: _____, its

STATE OF FLORIDA)
COUNTY OF) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by _____,

of PALM-AIRE VILLAGE, INC., a Florida corporation, on behalf of the corporation.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

(Notary Seal)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the ASSOCIATION hereby agrees to this DECLARATION and does by these presence accept all of the benefits and duties, responsibilities, obligations and burdens imposed upon it by the provisions of this DECLARATION and the exhibits attached hereto.

IN WITNESS WHEREOF, the ASSOCIATION has caused this DECLARATION to be executed this ____ day of _____, 19__.

Signed, sealed and delivered
in the presence of:

THE LAKES OF OAKLAND FOREST CONDOMINIUM,
INC., a Florida corporation, not-for-profit

By: _____, its

STATE OF FLORIDA)
) SS:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by _____, President of THE LAKES OF OAKLAND FOREST CONDOMINIUM, INC., a Florida corporation not-for-profit, on behalf of the corporation.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

(Notary Seal)

THIS INSTRUMENT PREPARED BY:

Eric A. Simon, Esquire
GOLDBERG, YOUNG & BORKSON, P.A.
2881 East Commercial Boulevard
Fort Lauderdale, Florida 33308

EAS:aju(CONDO-DEC)
09/01/83(3)

DESCRIPTION: EXHIBIT "A", THE LAKES OF OAKLAND FOREST, A CONDOMINIUM-OVERALL

A PORTION OF TRACT "A", "OAKLAND FOREST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH $00^{\circ}34'39''$ EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W.1/4), A DISTANCE OF 1075.75 FEET; THENCE NORTH $89^{\circ}25'21''$ WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $89^{\circ}25'21''$ WEST, A DISTANCE OF 175.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 271.28 FEET, A CENTRAL ANGLE OF $21^{\circ}59'26''$ AND AN ARC DISTANCE OF 104.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $68^{\circ}35'13''$ WEST, A DISTANCE OF 125.73 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF $42^{\circ}14'46''$ AND AN ARC DISTANCE OF 195.39 FEET TO THE POINT OF TANGENCY; THENCE NORTH $69^{\circ}10'02''$ WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 935.00 FEET, A CENTRAL ANGLE OF $10^{\circ}00'00''$ AND AN ARC DISTANCE OF 163.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH $79^{\circ}10'02''$ WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 865.00 FEET, A CENTRAL ANGLE OF $06^{\circ}22'15''$ AND AN ARC DISTANCE OF 96.18 FEET TO THE POINT OF TANGENCY; THENCE NORTH $72^{\circ}47'47''$ WEST, A DISTANCE OF 55.67 FEET, THE LAST NINE COURSES BEING ALONG A PORTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH OAKLAND FOREST DRIVE, AS RECORDED IN OFFICIAL RECORDS BOOK 9780, AT PAGE 402 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH $17^{\circ}12'13''$ EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 231.23 FEET; THENCE NORTH $75^{\circ}03'36''$ EAST, A DISTANCE OF 246.13 FEET; THENCE NORTH $57^{\circ}34'50''$ EAST, A DISTANCE OF 411.69 FEET; THENCE SOUTH $89^{\circ}56'21''$ EAST, A DISTANCE OF 98.12 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY, SAID POINT BEARING SOUTH $41^{\circ}32'53''$ WEST FROM THE RADIUS POINT OF SAID CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 370.63 FEET, A CENTRAL ANGLE OF $16^{\circ}18'28''$ AND AN ARC DISTANCE OF 105.49 FEET; THENCE NORTH $57^{\circ}51'22''$ EAST, ALONG A LINE RADIAL TO THE LAST AND NEXT DESCRIBED CURVES, A DISTANCE OF 25.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 345.63 FEET, A CENTRAL ANGLE OF $29^{\circ}50'58''$ AND AN ARC DISTANCE OF 180.06 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $61^{\circ}59'36''$ EAST, A DISTANCE OF 90.98 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF $62^{\circ}34'15''$ AND AN ARC DISTANCE OF 393.14 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $00^{\circ}34'39''$ WEST, A DISTANCE OF 163.00 FEET; THENCE SOUTH $45^{\circ}34'39''$ WEST, A DISTANCE OF 35.36 FEET TO THE POINT OF BEGINNING, THE LAST THREE COURSES BEING ALONG A PORTION OF NORTHWEST 27TH AVENUE AS RECORDED IN SAID OFFICIAL RECORDS BOOK 9780, AT PAGE 402.

SAID LANDS SITUATE, LYING AND BEING IN CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, AND CONTAINING 11.410 ACRES MORE OR LESS.

EXHIBIT "A" TO DECLARATION OF CONDOMINIUM

ARTICLES OF INCORPORATION
OF
THE LAKES OF OAKLAND FOREST CONDOMINIUM, INC.
a Florida Corporation Not-for-Profit

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation:

ARTICLE I - NAME

The name of the corporation is "THE LAKES OF OAKLAND FOREST CONDOMINIUM, INC.," a Florida corporation not-for-profit, hereinafter referred to as the "ASSOCIATION."

ARTICLE II - PURPOSE

The purposes for which the ASSOCIATION is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To operate one or more of the CONDOMINIUMS which may be established from time to time within the property legally described in Exhibit "A" attached hereto, pursuant to the Florida CONDOMINIUM ACT. The first CONDOMINIUM the ASSOCIATION will operate is THE LAKES OF OAKLAND FOREST, A CONDOMINIUM. The DEVELOPER shall determine which other CONDOMINIUM(S) established within the property described in Exhibit "A," if any, will be operated by the ASSOCIATION, pursuant to the DECLARATION of any such other CONDOMINIUM.
3. To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the ASSOCIATION.

ARTICLE III - DEFINITIONS

The terms used in these ARTICLES and the BYLAWS shall have the same definitions and meanings as those set forth in the Declaration of Condominium of THE LAKES OF OAKLAND FOREST, A CONDOMINIUM, and in the CONDOMINIUM ACT, unless herein provided to the contrary, or unless the context otherwise requires. In addition, if the ASSOCIATION operates more than one (1) CONDOMINIUM, the following definitions shall apply:

1. CONDOMINIUM shall mean and refer to THE LAKES OF OAKLAND FOREST, A CONDOMINIUM, and/or any other Condominium established within the property described in Exhibit "A" which the ASSOCIATION is to operate as provided in its DECLARATION.
2. DECLARATION shall mean and refer to the Declaration of Condominium of THE LAKES OF OAKLAND FOREST, A CONDOMINIUM, and/or any other Declaration of Condominium submitting property within Exhibit "A" to the CONDOMINIUM FORM OF OWNERSHIP which provides that the CONDOMINIUM will be operated by the ASSOCIATION, and any amendments to such DECLARATIONS.
3. UNIT shall mean and refer to a CONDOMINIUM UNIT within a CONDOMINIUM.

ARTICLE IV - POWERS AND DUTIES

The ASSOCIATION shall have the following powers and duties:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida, and the statutory powers set forth in the CONDOMINIUM ACT.
2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, a DECLARATION, either expressed or implied, and to take any action reasonably necessary or appropriate to operate a CONDOMINIUM pursuant to its DECLARATION, including, but not limited to, the following:

EXHIBIT "E" TO DECLARATION OF CONDOMINIUM

a. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

b. To make and collect ASSESSMENTS against members of the ASSOCIATION to defray the costs, expenses and losses incurred or to be incurred by the ASSOCIATION, and to use the proceeds thereof in the exercise of the ASSOCIATION'S powers and duties.

3. To maintain, repair, replace, reconstruct, add to, and operate a CONDOMINIUM, and other property acquired or leased by the ASSOCIATION for use by its members.

4. To purchase insurance upon a CONDOMINIUM and insurance for the protection of the ASSOCIATION, its directors, officers and members, and such other parties as the ASSOCIATION may determine.

5. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the UNITS, COMMON ELEMENTS, recreational facilities, and other areas within a CONDOMINIUM or owned by the ASSOCIATION, and for the health, comfort, safety, welfare, and benefit of the ASSOCIATION'S members.

6. To approve or disapprove the sale, transfer and leasing of UNITS as may be provided by an applicable DECLARATION.

7. To enforce by legal means the provisions of the CONDOMINIUM ACT, a DECLARATION, these ARTICLES, the BYLAWS, and the Rules and Regulations of the ASSOCIATION.

8. To contract for the management and maintenance of a CONDOMINIUM and to authorize a management agent or company (which may be the DEVELOPER or an affiliate of the DEVELOPER) to assist the ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, collection of ASSESSMENTS, preparation of records, enforcement of rules, and maintenance, repair and replacement of the COMMON ELEMENTS with funds as shall be made available by the ASSOCIATION for such purposes, as well as exercising such other powers and rights delegated to it by the ASSOCIATION, which powers and rights are vested in the ASSOCIATION by virtue of a DECLARATION, these ARTICLES, the BYLAWS and the CONDOMINIUM ACT. The ASSOCIATION and its officers shall, however, retain at all times the powers and duties granted by a DECLARATION and the CONDOMINIUM ACT, including, but not limited to, the making of ASSESSMENTS, promulgation of rules, and execution of contracts on behalf of the ASSOCIATION.

9. To employ personnel necessary to perform the obligations, services and duties required or to be performed by the ASSOCIATION and for the proper operation of a CONDOMINIUM and/or to contract with others, for the performance of such obligations, services and/or duties.

ARTICLE V - MEMBERS

1. The members of the ASSOCIATION shall consist of all of the record owners of UNITS. Membership shall be established as to each UNIT upon the recording of a DECLARATION, or any amendment to a DECLARATION, submitting the property which includes the UNIT to the CONDOMINIUM FORM OF OWNERSHIP. Upon the transfer of ownership of fee title to, or fee interest in, a UNIT, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recording amongst the public records in the county in which the CONDOMINIUM is located of the deed or other instrument establishing the acquisition and designating the UNIT affected thereby, the new UNIT OWNER designated in such deed or other instrument shall thereupon become a member of the ASSOCIATION, and the membership of the prior UNIT OWNER as to the UNIT designated shall be terminated, provided, however, that the ASSOCIATION shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the UNIT. Prior to the recording of any DECLARATION, the incorporator shall be the sole member of the ASSOCIATION.

2. The share of each member in the funds and assets of the ASSOCIATION, the COMMON ELEMENTS and the COMMON SURPLUS, and any membership in this ASSOCIATION, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the UNIT for which that membership is established.

3. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each UNIT. In the event any UNIT is owned by more than one person and/or by an entity, the vote for such UNIT shall be cast in the manner provided by the BYLAWS. Any person or entity owning more than one UNIT shall be entitled to one vote for each UNIT owned.

4. The BYLAWS shall provide for an annual meeting of the members of the ASSOCIATION and shall make provision for special meetings.

5. In the event the ASSOCIATION operates more than one CONDOMINIUM, membership in the ASSOCIATION may be divided into classes for each such CONDOMINIUM pursuant to the BYLAWS, so that matters relating to only one CONDOMINIUM will be voted upon only by the members who own UNITS in the CONDOMINIUM.

ARTICLE VI - INCORPORATOR

The name and street address of the incorporator is: PALM-AIRE VILLAGE, INC., a Florida corporation, 2501 Palm-Aire Drive North, Pompano Beach, Florida 33060.

ARTICLE VII

INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The street address of the initial registered office of the ASSOCIATION is 2501 Palm-Aire Drive North, Pompano Beach, Florida 33060. The initial registered agent of the ASSOCIATION at that address is T.W. GELL.

ARTICLE VIII - DIRECTORS

1. The property, business and affairs of the ASSOCIATION shall be managed by a BOARD which shall consist of not less than three (3) directors, and which shall always be an odd number. The BYLAWS may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the BOARD shall consist of three (3) directors. Except for directors appointed by the DEVELOPER, and except to the extent required in order to elect a full BOARD due to the unwillingness of UNIT OWNERS to serve on the BOARD, directors are required to be UNIT OWNERS, or a shareholder, director, officer or partner of an entity which owns a UNIT.

2. All of the duties and powers of the ASSOCIATION existing under the CONDOMINIUM ACT, a DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only when specifically required.

3. Initially the DEVELOPER shall have the right to appoint all of the directors. When members other than the DEVELOPER own fifteen (15%) percent or more of the UNITS in any CONDOMINIUM that will be operated ultimately by the ASSOCIATION, the members other than the DEVELOPER shall be entitled to elect not less than one-third (1/3) of the directors. Members other than the DEVELOPER shall be entitled to elect not less than a majority of the directors upon the earlier of the following:

a. Three (3) years after fifty (50%) percent of the UNITS that will be operated ultimately by the ASSOCIATION have been conveyed to purchasers;

b. One hundred twenty (120) days after seventy-five (75%) percent of the UNITS that will be operated ultimately by the ASSOCIATION have been conveyed to PURCHASERS;

c. Three (3) months after ninety (90%) percent of the UNITS that will be operated ultimately by the ASSOCIATION have been conveyed to purchasers;

d. When all of the UNITS that will be operated ultimately by the ASSOCIATION have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the DEVELOPER in the ordinary course of business; or

e. When some of the UNITS have been conveyed to purchasers and none of the others are being constructed or offered for sale by the DEVELOPER in the ordinary course of business.

f. Seven (7) years after the first UNIT in a CONDOMINIUM is conveyed by the DEVELOPER.

The DEVELOPER is entitled to elect at least one director as long as the DEVELOPER holds for sale in the ordinary course of business at least five (5%) percent of the UNITS that will be operated ultimately by the ASSOCIATION. Thereafter all of the directors shall be elected by the members in the manner determined by the BYLAWS.

Notwithstanding the foregoing, the DEVELOPER may waive its right to elect one or more directors which it is entitled to elect, by written notice to the ASSOCIATION, and thereafter such directors shall be elected by the members.

4. Within sixty (60) days after the members other than the DEVELOPER are entitled to elect one or more directors, the ASSOCIATION shall call, and give not less than thirty (30) days or more than forty (40) days notice of, a meeting of members to elect the directors which the members are then entitled to elect. The meeting may be called and the notice given by any UNIT OWNER if the ASSOCIATION fails to do so. Thereafter, the directors which the members are entitled to elect shall be elected at the annual meeting of the members.

5. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however any director appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD shall be appointed by the DEVELOPER if, at the time such vacancy is to be filled, the number of directors appointed by the DEVELOPER is less than the maximum number of directors which may, at that time, be appointed by the DEVELOPER as set forth above.

6. In the event the ASSOCIATION operates more than one CONDOMINIUM, the BYLAWS may provide a means by which the BOARD will be comprised of at least one UNIT OWNER from each CONDOMINIUM operated by the ASSOCIATION, unless no UNIT OWNER from a CONDOMINIUM is nominated and/or is able and willing to serve as a director.

7. The names and addresses of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

T.W. GELL	LEE MAILLOUX	NORMAN J. GREENOUGH
2501 Palm-Aire Drive No.	2501 Palm-Aire Drive No.	2501 Palm-Aire Drive No.
Pompano Bch., FL 33060	Pompano Bch., FL 33060	Pompano Bch., FL 33060

ARTICLE IX - OFFICERS

The officers of the ASSOCIATION shall be a president, vice-president, secretary, treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

President	T.W. GELL
Vice President	LEE MAILLOUX
Secretary/Treasurer	NORMAN J. GREENOUGH

ARTICLE X - INDEMNIFICATION

1. The ASSOCIATION shall indemnify any person 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 (other than an action by or in the right of the ASSOCIATION) by reason of the fact that he is or was a director, employee, officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and 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, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and 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, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by approval of the members.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized herein.

5. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any BYLAW, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

6. The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as 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, as arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this ARTICLE.

ARTICLE XI - BYLAWS

The first BYLAWS shall be adopted by the BOARD and may be altered, amended or rescinded in the manner provided by the BYLAWS.

ARTICLE XII - AMENDMENTS

Amendments to these ARTICLES shall be proposed and adopted in the following manner:

1. A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of meeting of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the ASSOCIATION.

4. Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

5. If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

6. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the UNITS. No amendment shall be made that is in conflict with the CONDOMINIUM ACT or a DECLARATION. Prior to the closing of the sale of all UNITS that will be ultimately operated by the ASSOCIATION, including UNITS in all phases in a CONDOMINIUM as contemplated by its DECLARATION, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DEVELOPER, unless the DEVELOPER shall join in the execution of the amendment, including, but not limited to, any right of the DEVELOPER to appoint directors pursuant to ARTICLE VIII.

7. No amendment to these ARTICLES shall be made which discriminates against any UNIT OWNER(S), or affects less than all of the UNIT OWNERS within a CONDOMINIUM, without the written approval of all of the UNIT OWNERS so discriminated against or affected. In the event the ASSOCIATION operates more than one CONDOMINIUM, no amendment to these ARTICLES shall be made which discriminates against the UNIT OWNERS in any CONDOMINIUM(S), or affects the UNIT OWNERS in less than all of the CONDOMINIUMS operated by the ASSOCIATION, without the written approval of a majority of the UNIT OWNERS within the CONDOMINIUM(S) so discriminated against or affected. No amendment to these ARTICLES shall be made which would discriminate against, or affect, the future rights of any UNIT OWNER in any CONDOMINIUM which may be constructed on any portion of the property described in Exhibit "A," without the written approval of the owner of the property on which the CONDOMINIUM(S) so discriminated against or affected may be constructed. No amendment shall be made deleting any portion of the property described in Exhibit "A" of these ARTICLES without the written approval of the owner of the property which is intended to be deleted.

8. Upon the approval of an amendment to these ARTICLES, articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the CONDOMINIUM is located.

WHEREFORE, the Incorporator, and the Initial Registered Agent, have executed these ARTICLES on this _____ day of _____, 19__.

PALM-AIRE VILLAGE, INC.,
a Florida corporation

By: _____

Its: _____

T.W. GELL, Initial Registered Agent

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by _____, _____ of PALM-AIRE VILLAGE, INC., a Florida corporation, as Incorporator, and by T.W. GELL, as Registered Agent.

NOTARY PUBLIC, State of Florida at Large

My Commission expires:

(Notary Seal)

THIS INSTRUMENT PREPARED BY: Eric A. Simon, Esquire
GOLDBERG, YOUNG & BORKSON, P.A.
2881 East Commercial Boulevard
Fort Lauderdale, Florida 33308

EAS:aju(CONDO 1)
05/01/83(1)

BYLAWS
OF
OAKLAND FOREST PROPERTY OWNERS ASSOCIATION, INC.
a Florida corporation not-for-profit

1. GENERAL

1.01 Identity. These are the BYLAWS of OAKLAND FOREST PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "MASTER ASSOCIATION", a corporation not-for-profit formed under the laws of the State of Florida. The MASTER ASSOCIATION has been organized for the purposes stated in the Articles of Incorporation, and shall have all of the powers provided in these BYLAWS, the Articles of Incorporation, the Declaration of Covenants and Restrictions of OAKLAND FOREST (hereinafter referred to as the "DECLARATION"), and any other statute or law of the State of Florida, or any other power incident to any of the above powers.

1.02 Principal Office. The principal office of the MASTER ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.03 Fiscal Year. The fiscal year of the MASTER ASSOCIATION shall be the calendar year.

1.04 Seal. The seal of the MASTER ASSOCIATION shall have inscribed upon it the name of the MASTER ASSOCIATION, the year of its incorporation and the words "Corporation Not-for-Profit". Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the MASTER ASSOCIATION.

1.05 Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the DECLARATION and the ARTICLES.

2. MEMBERSHIP IN GENERAL

2.01 Qualification. The qualification of MEMBERS, the manner of their admission to membership and the termination of such membership shall be as set forth in the ARTICLES.

2.02 Changes in MEMBERS. Change of membership in the MASTER ASSOCIATION shall be as provided in the ARTICLES.

2.03 Member Register. The secretary of the MASTER ASSOCIATION shall maintain a register in the office of the MASTER ASSOCIATION showing the names and addresses of the MEMBERS of the MASTER ASSOCIATION. Each HOMEOWNERS' ASSOCIATION MEMBER shall at all times advise the secretary of the names of the officers and directors of the HOMEOWNERS' ASSOCIATION MEMBER, and of the number of UNITS contained within the PROPERTY subject to the jurisdiction of the HOMEOWNERS' ASSOCIATION MEMBER. Furthermore, upon request from the MASTER ASSOCIATION, the HOMEOWNERS' ASSOCIATION MEMBER shall supply the MASTER ASSOCIATION with a current list of the names and addresses of OWNERS of UNITS or PROPERTY subject to the jurisdiction of the HOMEOWNERS' ASSOCIATION MEMBER, and the names and addresses of all INSTITUTIONAL LENDERS holding mortgages encumbering PROPERTY subject to the jurisdiction of the HOMEOWNERS ASSOCIATION MEMBER. Each OWNER MEMBER shall at all times advise the secretary of any change of address of the MEMBER, or of the change of ownership of the MEMBER'S UNITS or PROPERTY. The MASTER ASSOCIATION shall not be responsible for reflecting any changes, until notified of such changes in writing. Any mortgagee of any PROPERTY may register by notifying the MASTER ASSOCIATION in writing of its mortgage. In the event the ASSOCIATION files a claim of lien which affects any PROPERTY encumbered by the mortgage of a registered mortgagee, a copy of the claim of lien shall be mailed to the registered mortgagee.

2.04 Inspection of Books and Records. The records of the MASTER ASSOCIATION shall be open to inspection by the MEMBERS, the owner of any PROPERTY, and all holders, insurers, or guarantors of any first mortgage encumbering any PROPERTY, upon request, during normal business hours or under other reasonable

circumstances. Such records of the MASTER ASSOCIATION shall include current copies of the DECLARATION, ARTICLES, BYLAWS, any Rules and Regulations of the MASTER ASSOCIATION, and any amendments thereto, any contracts entered into by the MASTER ASSOCIATION, and the books, records and financial statements of the MASTER ASSOCIATION.

3. MEMBERSHIP VOTING

3.01 Voting Rights. There shall be one vote for each UNIT as provided in the DECLARATION and the ARTICLES.

3.02 Majority Vote and Quorum Requirements. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all MEMBERS and UNIT OWNERS for all purposes, except where otherwise provided by law, in the DECLARATION, the ARTICLES or in these BYLAWS. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast a majority of the votes of the entire membership at the time of such vote shall constitute a quorum.

3.03 Determination as to Voting Rights.

3.03.01 OWNER MEMBERS. Pursuant to the ARTICLES, each OWNER MEMBER has one (1) vote for each UNIT contained within the PROPERTY associated with the membership of such OWNER MEMBER which is not subject to the jurisdiction of a HOMEOWNERS' ASSOCIATION. If such UNITS are owned by one PERSON, his right to cast the votes for the UNITS shall be established by the record title to his UNITS. In the event any such UNITS are owned by more than one PERSON or by an entity, the PERSON entitled to cast the votes for the UNITS shall be designated by a certificate signed by all of the record OWNERS of the UNITS, or by the president of the corporate OWNER in the case of UNITS owned by a corporation, and filed with the secretary of the MASTER ASSOCIATION. The PERSON designated by such certificate, in the absence of a revocation of same, shall be conclusively deemed to be the PERSON entitled to cast the votes for the UNITS at any meeting. In the absence of such certificate, or in the event the PERSON designated in such certificate is absent from any meeting, the votes for the UNITS may be cast at any meeting by any co-owner of the UNITS provided, however, that if at the time any vote is to be cast, a dispute arises between the co-owners as to how the votes for the UNITS shall be cast, or in the event the co-owners are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to cast the votes for the UNITS on the matter being voted upon at that meeting, but their membership shall be counted for purposes of determining the existence of a quorum. For purposes of this paragraph, the principals or partners of any entity (other than a corporation) owning UNITS shall be deemed co-owners of the UNITS, and the Directors and officers of a corporation owning UNITS shall be deemed co-owners of the UNITS.

3.03.02 HOMEOWNERS' ASSOCIATION MEMBER. Pursuant to the ARTICLES, each HOMEOWNERS' ASSOCIATION MEMBER has one (1) vote for each UNIT contained within the PROPERTY which is subject to the jurisdiction of the HOMEOWNERS' ASSOCIATION MEMBER. The board of directors of the HOMEOWNERS' ASSOCIATION shall designate a person (the "REPRESENTATIVE") to act on behalf of the HOMEOWNERS' ASSOCIATION at all MEMBERS' meetings of the MASTER ASSOCIATION. The REPRESENTATIVE shall be designated by a certificate signed by the president or vice president of the HOMEOWNERS' ASSOCIATION, and filed with the Secretary of the MASTER ASSOCIATION. The person designated by such certificate, in the absence of a revocation of same, shall conclusively be deemed to be the person entitled to cast the votes for the HOMEOWNERS' ASSOCIATION MEMBER at any meeting. In the absence of such certificate, or in the event the person designated in such certificate does not appear in person or by proxy at any meeting, the votes of the HOMEOWNERS' ASSOCIATION MEMBER may be cast at any meeting by the president, vice president, secretary, or treasurer, in that order, of the HOMEOWNERS' ASSOCIATION MEMBER.

3.04 Proxies. Every OWNER MEMBER or REPRESENTATIVE of a HOMEOWNER'S ASSOCIATION MEMBER entitled to vote at a meeting of the MEMBERS, or to express consent or dissent without a meeting, may authorize another person to act on the MEMBER'S or REPRESENTATIVE'S behalf by a proxy signed by such MEMBER or REPRESENTATIVE or their respective attorney-in-fact. Any such proxy shall be delivered to the Secretary of the MASTER ASSOCIATION, or the person acting as secretary at the meeting, at or prior to the time designated in the order of

business for so delivering such proxies. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at any time at the pleasure of the MEMBER or REPRESENTATIVE executing it. Any proxy issued by a REPRESENTATIVE of a HOMEOWNERS' ASSOCIATION MEMBER may only authorize a director or officer of the HOMEOWNERS' ASSOCIATION to act on the REPRESENTATIVE'S behalf.

3.05 Rights of DECLARANT. Notwithstanding anything contained in these BYLAWS, the ARTICLES or the DECLARATION to the contrary, so long as the DECLARANT owns any PROPERTY, or holds a mortgage encumbering any PROPERTY other than a UNIT, no vote of the MEMBERS shall be effective without approval in writing by the DECLARANT.

4. MEMBERSHIP MEETINGS

4.01 Who May Attend. As to a HOMEOWNER'S ASSOCIATION MEMBER, its REPRESENTATIVE, and any of its directors or officers, may attend any meeting of the MEMBERS. As to an OWNER MEMBER, any person entitled to cast the votes of the OWNER MEMBER, and in the event any UNIT or PROPERTY is owned by more than one PERSON, all co-owners of the UNIT or PROPERTY, as described in Paragraph 3.03.01, may attend any meeting of the MEMBERS. However, the votes of any MEMBER shall be cast in accordance with the provisions of Article 3 above. Any PERSON not expressly authorized to attend a meeting of the MEMBERS, as set forth above, may be excluded from any meeting of the MEMBERS by the presiding officer of the meeting. INSTITUTIONAL LENDERS have the right to attend all meetings of the MEMBERS.

4.02 Place. All meetings of the MEMBERS shall be held at the principal office of the MASTER ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.03 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each MEMBER not less than 10 nor more than 60 days before the date of the meeting, by or at the direction of the President, the Secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the MEMBER at the MEMBER'S address as it appears on the records of the MASTER ASSOCIATION, unless such MEMBER shall have filed a written request with the Secretary of the MASTER ASSOCIATION stating that notices to him be mailed to some other address. For the purpose of determining MEMBERS entitled to notice of, or to vote at, any meeting of the MEMBERS of the MASTER ASSOCIATION, or in order to make a determination of the MEMBERS for any other purpose, the BOARD shall be entitled to rely upon the MEMBER register as same exists ten days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if the PROPERTY of an OWNER MEMBER is owned by more than one person or by an entity, only one notice shall be required to be sent with respect to the OWNER MEMBER, which shall be made to the person designated in the certificate referred to in Paragraph 3.03.01, and in the absence of such certificate, may be made to any one co-owner as defined in Paragraph 3.03.01 of these BYLAWS. Notice to a HOMEOWNERS' ASSOCIATION MEMBER shall be made to its REPRESENTATIVE, and in the absence of a REPRESENTATIVE shall be sent to the president of the HOMEOWNERS' ASSOCIATION MEMBER.

4.04 Waiver of Notice. Whenever any notice is required to be given to any MEMBER under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the PERSON or PERSONS entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a MEMBER at a meeting shall constitute a waiver of notice of such meeting, except when the MEMBER objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.05 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held at eight o'clock p.m. on the third Monday in March of each year, or at such other time in the months of March or April of each year as shall be selected by the BOARD and as is

contained in the notice of such meeting. If the BOARD fails to call such meeting by the end of March of any year, then within thirty (30) days after the written request of any MEMBER, Officer or Director of the MASTER ASSOCIATION, the Secretary shall call an annual meeting.

4.06 Special Meetings. Special meetings of the MEMBERS may be requested at any time by written notice to the Secretary by any Director; the President, or any MEMBER(S) having not less than 25% of the votes of the entire membership, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the Secretary, or other officer of the MASTER ASSOCIATION, to all of the MEMBERS within thirty days after same is duly requested, and the meeting shall be held within forty-five days after same is duly requested.

4.07 Adjournments. Any meeting may be adjourned or continued by a majority of the votes present at the meeting in person or by proxy, regardless of a quorum, or if no MEMBER entitled to vote is present at a meeting, then any officer of the MASTER ASSOCIATION, may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to MEMBERS not present at the original meeting, without giving notice to the MEMBERS which were present at such meeting.

4.08 Organization. At each meeting of the MEMBERS, the President, the Vice President, or any person chosen by a majority of the MEMBERS present, in that order, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting shall act as Secretary of the meeting.

4.09 Order of Business. The order of business at the annual meetings of the MEMBERS shall be:

- 4.09.01 Determination of chairman of the meeting;
- 4.09.02 Calling of the role and certifying of proxies;
- 4.09.03 Proof of notice of meeting or waiver of notice;
- 4.09.04 Reading and disposal of any unapproved minutes;
- 4.09.05 Election of inspectors of election;
- 4.09.06 Determination of number of Directors;
- 4.09.07 Nomination and election of Directors;
- 4.09.08 Reports of Directors, officers or committees;
- 4.09.09 Unfinished business;
- 4.09.10 New business; and
- 4.09.11 Adjournment

4.10 Minutes. The minutes of all meetings of the MEMBERS shall be kept in a book available for inspection by the MEMBERS or their authorized REPRESENTATIVES, and the members of the BOARD, at any reasonable time. The MASTER ASSOCIATION shall retain these minutes for a period of not less than seven years.

4.11 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the MEMBERS of the MASTER ASSOCIATION, 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 MEMBERS having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all MEMBERS

entitled to vote thereon were present and voted. Within ten days after obtaining such authorization by written consent, notice shall be given to those MEMBERS who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. As to OWNER MEMBERS, if the UNIT(S) for which membership is established in the MASTER ASSOCIATION is owned by more than one PERSON or by a corporation, the consent for such UNIT(S) need only be signed by one PERSON who would be entitled to cast the vote(s) for the UNIT(S) as a co-owner pursuant to Paragraph 3.03.01 of these BYLAWS. As to a HOMEOWNERS' ASSOCIATION MEMBER, such consent may be signed by the REPRESENTATIVE or by the President of the HOMEOWNERS' ASSOCIATION MEMBER.

5. BOARD

5.01 Number of Directors.

5.01.01 The affairs of the MASTER ASSOCIATION shall be managed by a BOARD comprised of not less than three nor more than eleven Directors. So long as the DECLARANT is entitled to appoint any Director pursuant to the ARTICLES, the number of Directors will be determined, and may be changed from time to time, by the DECLARANT by written notice to the BOARD. In the absence of such notification, there shall be three directors.

5.01.02 After the DECLARANT is no longer entitled to appoint any DIRECTORS, the number of DIRECTORS on the BOARD shall, in the absence of a determination to the contrary by the MEMBERS, be increased to equal the number of HOMEOWNERS ASSOCIATION MEMBERS (plus one if the number of HOMEOWNERS ASSOCIATION MEMBERS is an even number, but in no event more than eleven). Thereafter, the number of DIRECTORS on the BOARD may be changed at any meeting where the MEMBERS are to elect any DIRECTORS.

5.01.03 Notwithstanding the foregoing, in no event shall there be less than three (3) Directors, and the number of Directors shall always be an odd number, and in any event the MEMBERS shall not have the right to change the number of Directors so long as the DECLARANT has the right to determine the number of Directors as set forth above.

5.02 Election of Directors by Members. Election of Directors to be elected by the MEMBERS of the MASTER ASSOCIATION shall be conducted in the following manner:

5.02.01 At any time after the DECLARANT no longer has the right to appoint the Directors or upon the earlier voluntary relinquishment by the DECLARANT of its right to appoint any or all Director(s), a special meeting of the MEMBERS may be called to elect new Directors. In the absence of such a meeting, the Directors appointed by the DECLARANT may continue to serve until the next annual meeting of the MEMBERS. In the event such a special meeting is called and held, and Directors are elected by the MEMBERS, at such special meeting the MEMBERS may elect to not hold the next annual meeting of the MEMBERS if such next annual meeting is less than six (6) months after the date of the special meeting. Upon such election, the next annual meeting shall not be held.

5.02.02 Except as provided above, the MEMBERS shall elect Directors at the annual MEMBERS' meetings, unless a special meeting of the MEMBERS is called in order to fill a vacancy on the BOARD as provided in Paragraphs 5.15.02 and 5.16 below.

5.02.03 Prior to any special or annual meeting at which Directors are to be elected by the MEMBERS, the existing BOARD may nominate a committee, which committee shall nominate one PERSON for each Director to be elected by the MEMBERS, on the basis that the number of Directors to serve on the BOARD will not be altered at the MEMBERS' meeting. Nominations for additional directorships created at the meeting may be made from the floor, and other nominations may be made from the floor.

5.02.04 The election of Directors by the MEMBERS shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each MEMBER voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

ALL DOCUMENTS

5.02.05 Except with respect to Directors appointed by the DECLARANT, until such time as one (1) Director is elected or appointed from each HOMEOWNERS' ASSOCIATION, no two (2) Directors shall be elected or appointed from any one (1) HOMEOWNERS' ASSOCIATION, unless (i) no person from a HOMEOWNERS' ASSOCIATION is nominated at a meeting to elect Directors, or (ii) no person nominated from a HOMEOWNERS' ASSOCIATION is able or willing to serve. For purposes of this paragraph, a Director who is a member, officer, director or REPRESENTATIVE of a HOMEOWNERS' ASSOCIATION shall be deemed to be "elected from the HOMEOWNERS' ASSOCIATION."

5.03 Term of Office. All Directors elected by the MEMBERS shall hold office until the next annual meeting of the MEMBERS and until their successors are duly elected, or until such Director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the ARTICLES.

5.04 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten days of same at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.05 Regular Meetings. 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 the Directors.

5.06 Special Meetings. Special meetings of the BOARD may be called by any Director, or by the President, at any time.

5.07 Notice of Meetings. Notice of each meeting of the BOARD shall be given by the Secretary, or by any other officer or Director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each Director and each MEMBER either personally or by telephone or telegraph, at least 24 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least three days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any Director or MEMBER who signs a waiver of notice either before or after the meeting. Attendance of a Director or a MEMBER at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when a Director or a MEMBER states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.08 Attendance at BOARD Meetings. All meetings of the BOARD shall be open to all MEMBERS and INSTITUTIONAL LENDERS. A Director may appear at a BOARD meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the Directors and any MEMBERS present as in an open meeting.

5.09 Quorum and Manner of Acting. A majority of the BOARD determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the Directors. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of Directors is required by statute, the DECLARATION, the ARTICLES or by these BYLAWS.

5.10 Adjourned Meetings. A majority of the Directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the Directors and MEMBERS who are not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors and MEMBERS. Any business that might have been transacted at the meeting as originally called may be transacted at any adjourned meeting without further notice.

5.11 Presiding Officer. The presiding officer of the Directors' meetings shall be the Chairman of the BOARD if such an officer is elected; and if none,

the President of the MASTER ASSOCIATION shall preside if the President is a Director. In the absence of the presiding officer, the Directors shall designate one of their members to preside.

5.12 Order of Business. The order of business at a Directors' meeting shall be:

- 5.12.01 Calling of role;
- 5.12.02 Proof of due notice of meeting;
- 5.12.03 Reading and disposal of any unapproved minutes;
- 5.12.04 Reports of officers and committees;
- 5.12.05 Election of officers;
- 5.12.06 Unfinished business;
- 5.12.07 New business; and
- 5.12.08 Adjournment

5.13 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 MASTER ASSOCIATION, or their authorized REPRESENTATIVES, and the Directors at any reasonable time.

5.14 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 the BOARD and which are not prohibited by law from being exercised by a committee.

5.15 Resignation. Any Director of the MASTER ASSOCIATION may resign at any time by giving written notice of his resignation to the BOARD or Chairman of the BOARD or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.16 Removal of Directors. Directors may be removed as follows:

5.16.01 Any Director other than a Director appointed by the DECLARANT may be removed by majority vote of the remaining Directors, if such Director has been absent for the last three consecutive Directors' Meetings, and/or adjournments and continuances of such meetings.

5.16.02 Any Director other than a Director appointed by the DECLARANT may be removed with or without cause by MEMBERS having a majority of the votes of the entire membership at a special meeting of the MEMBERS called by MEMBERS having not less than thirty-three and one-third (33-1/3%) percent of the votes of the entire membership expressly for that purpose. The vacancy on the BOARD caused by any such removal may be filled by the MEMBERS at such meeting or, if the MEMBERS shall fail to fill such vacancy, by the BOARD as in the case of any other vacancy on the BOARD.

5.17 Vacancies. Vacancies in the BOARD may be filled by a majority vote of the Directors then in office, though less than a quorum, or by a sole remaining Director, and the Director so chosen shall hold office until the next annual election and until their successors are duly elected and shall have qualified, unless sooner displaced. If there are no Directors in office, then a special election of the MEMBERS shall be called to elect the Directors. Notwithstanding anything contained herein to the contrary, the DECLARANT at all times shall have the right to appoint the maximum number of Directors permitted by the ARTICLES, and any vacancies in the BOARD may be filled by the DECLARANT to the extent that the number of Directors then serving on the BOARD which were appointed by the DECLARANT is less than the number of Directors the DECLARANT is then entitled to appoint.

FILED IN THE OFFICE OF THE CLERK OF THE BOARD

5.18 Directors Appointed by the DECLARANT. Notwithstanding anything contained herein to the contrary, the DECLARANT shall have the right to appoint the maximum number of Directors in accordance with the privileges granted to the DECLARANT pursuant to the ARTICLES. All Directors appointed by the DECLARANT shall serve at the pleasure of the DECLARANT, and the DECLARANT shall have the absolute right, at any time, and in its sole discretion, to remove any Director appointed by it, and to replace such Director with another PERSON to serve on the BOARD. Replacement of any Director appointed by the DECLARANT shall be made by written notice to the MASTER ASSOCIATION which shall specify the name of the PERSON designated as successor Director. The removal of any Director and the designation of his successor by the DECLARANT shall become effective immediately upon delivery of such written instrument by the DECLARANT. The DECLARANT may waive its right to appoint one or more Directors which it has the right to appoint at any time upon written notice to the MASTER ASSOCIATION, and thereafter such Director(s) shall be elected by the MEMBERS.

5.19 Compensation. The BOARD shall not be entitled to any compensation unless the MEMBERS elect to pay them compensation, and set the amount of such compensation, at any meeting of the MEMBERS.

5.20 Powers and Duties. The Directors shall have the right to exercise all of the powers and duties of the MASTER ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the DECLARATION, or as otherwise provided by statute or law. Such powers and duties of the Directors shall include, without limitation (except as limited elsewhere herein), the following:

5.20.01 The operation, care, upkeep and maintenance of the COMMON AREAS, and any other portion of the SUBJECT PROPERTY determined to be maintained by the BOARD.

5.20.02 The determination of the expenses required for the operation of the MASTER ASSOCIATION.

5.20.03 The collection of ASSESSMENTS for COMMON EXPENSES from MASTER ASSOCIATION MEMBERS required to pay same.

5.20.04 The employment and dismissal of personnel.

5.20.05 The adoption and amendment of rules and regulations covering the details of the operation and use of PROPERTY owned and/or maintained by the MASTER ASSOCIATION.

5.20.06 Maintaining bank accounts on behalf of the MASTER ASSOCIATION and designating signatories required therefor.

5.20.07 Obtaining and reviewing insurance for PROPERTY owned and/or maintained by the MASTER ASSOCIATION.

5.20.08 The making of repairs, additions and improvements to, or alterations of, PROPERTY owned and/or maintained by the MASTER ASSOCIATION.

5.20.09 Purchasing or leasing a UNIT for use by a resident superintendent.

5.20.10 Borrowing money on behalf of the MASTER ASSOCIATION; provided, however, that (i) the consent of the MEMBERS having at least two-thirds (2/3) of the votes of the entire membership, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these BYLAWS, shall be required for the borrowing of any sum in excess of \$25,000.00; and (ii) no lien to secure repayment of any sum borrowed may be created on any PROPERTY without the consent of the OWNER of such PROPERTY.

5.20.11 Contracting for the management and maintenance of PROPERTY owned and/or maintained by the MASTER ASSOCIATION authorizing a management agent or company to assist the MASTER ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, collection of ASSESSMENTS, preparation of records, enforcement of rules, and maintenance, repair and replacement of the COMMON AREAS with funds as shall be made available by the MASTER ASSOCIATION for such purposes. The MASTER ASSOCIATION and its officers shall, however, retain at all times the powers and duties granted by all MASTER ASSOCIATION documents and the DECLARATION, in-

cluding, but not limited to, the making of ASSESSMENTS, promulgation of rules, and execution of contracts on behalf of the MASTER ASSOCIATION.

5.20.12 Exercising all powers specifically set forth in the DECLARATION, the ARTICLES, these BYLAWS, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

5.20.13 Suspending the right of any OWNER to use the recreational facilities on any PROPERTY owned and/or maintained by the MASTER ASSOCIATION, so long as the OWNER, or the HOMEOWNERS' ASSOCIATION in which the OWNER is a member, is delinquent in the payment of ASSESSMENTS.

5.20.14 Entering into and upon any portion of the SUBJECT PROPERTY, including UNITS, when necessary to maintain, care and preserve any PROPERTY in the event the respective HOMEOWNERS' ASSOCIATION or OWNER fails to do so.

5.20.15 Collecting delinquent ASSESSMENTS by suit or otherwise, abating nuisances, and enjoining or seeking damages from the MEMBERS and/or OWNERS for violations of these BYLAWS and the terms and conditions of the DECLARATION or of the Rules and Regulations of the MASTER ASSOCIATION.

5.20.16 Acquiring and entering into agreements whereby the MASTER ASSOCIATION acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the MASTER ASSOCIATION, intended to provide for the enjoyment, recreation, or other use and benefit of the MEMBERS and/or OWNERS and declaring expenses in connection therewith to be COMMON EXPENSES; all in such form and in such manner as may be deemed by the BOARD to be in the best interest of the MASTER ASSOCIATION; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

6. OFFICERS

6.01 Members and Qualifications. The officers of the MASTER ASSOCIATION shall include a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the Directors of the MASTER ASSOCIATION and may be pre-emptively removed from office with or without cause by vote of the Directors at any meeting by concurrence of a majority of the Directors. Any person may hold two or more offices except that the President shall not also be the Secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the MASTER ASSOCIATION from time to time. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

6.02 Resignations. Any officer of the MASTER ASSOCIATION may resign at any time by giving written notice of his resignation to any Director, the President or the Secretary. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.03 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

6.04 The President. The President shall be the chief executive officer of the MASTER ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the MEMBERS from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the MASTER ASSOCIATION.

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6.05 The Vice President. 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 assist the President generally and exercise such other powers and perform such other duties as may be prescribed by the BOARD.

6.06 The Secretary. The Secretary shall prepare and 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 MASTER ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the MASTER ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the BOARD or the President.

6.07 The Treasurer. The Treasurer shall have custody of all property of the MASTER ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep books of account for the MASTER ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report promptly to the BOARD the status of collections.

6.08 Compensation. The officers of the MASTER ASSOCIATION shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that Directors will not be compensated unless otherwise determined by the MEMBERS, shall preclude the BOARD from employing a Director or an officer as an employee of the MASTER ASSOCIATION and compensating such employee, nor shall they preclude the MASTER ASSOCIATION from contracting with a Director for the management of PROPERTY subject to the jurisdiction of the MASTER ASSOCIATION, or for the provision of services to the MASTER ASSOCIATION, and in either such event to pay such Director a reasonable fee for such management or provision of services.

7. FINANCES AND ASSESSMENTS

7.01 Adoption of the Budget.

7.01.01 Within sixty days prior to the commencement of any fiscal year of the MASTER ASSOCIATION, the BOARD shall adopt a budget for such fiscal year, necessary to defray the COMMON EXPENSES of the MASTER ASSOCIATION for such fiscal year. The COMMON EXPENSES of the MASTER ASSOCIATION shall include all expenses of any kind or nature whatsoever incurred, or to be incurred, by the MASTER ASSOCIATION for the operation of the PROPERTY owned and/or operated by the MASTER ASSOCIATION, and for the proper operation of the MASTER ASSOCIATION itself, including, but not limited to, the expenses of the operation, maintenance, repair, or replacement of the COMMON AREAS; costs of carrying out the powers and duties of the MASTER ASSOCIATION; all insurance premiums and expenses, including fire insurance and extended coverage; reasonable reserves for purchases, deferred maintenance, replacements, betterments, and unknown contingencies; and all other expenses designated as COMMON EXPENSES by these BYLAWS, the DECLARATION, the ARTICLES, or any other applicable statute or law of the State of Florida. The annual budget of the MASTER ASSOCIATION shall be detailed and shall show the amounts budgeted by accounts in expense classifications including, where applicable, but not limited to, the following: administration of the MASTER ASSOCIATION, management fees, maintenance, rent for recreational and other commonly used facilities, taxes upon MASTER ASSOCIATION PROPERTY, taxes upon leased areas, insurance, security provisions, other expenses, operating capital, reserves, and any fees payable to any controlling governmental agencies. If pursuant to any agreement entered into by the MASTER ASSOCIATION, any expense of the MASTER ASSOCIATION is to be shared with any PERSON(S), then the annual budget of the MASTER ASSOCIATION shall contain a separate classification for such expense(s). In the event the BOARD fails to adopt an annual budget for any year, the prior year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised.

7.01.02 If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the COMMON EXPENSES of the MASTER ASSOCIATION for the fiscal year in which the adopted budget applies to, the BOARD may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption of an amended budget.

7.02 Assessments and Assessment Roll.

7.02.01 As soon as practicable after the adoption of a budget, or an amended budget, the BOARD shall fix and determine the amount and frequency of the MEMBERS' ASSESSMENTS for COMMON EXPENSES, pursuant to the DECLARATION, the ARTICLES and these BYLAWS. Such ASSESSMENTS shall be due not more frequently than monthly, and shall each be in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any periodic ASSESSMENTS for COMMON EXPENSES, whether quarterly, monthly or otherwise, shall be equal unless the BOARD determines unequal ASSESSMENTS are required to provide funds in advance for the expenses of the MASTER ASSOCIATION, or unless the BOARD changes the number of assessment units assigned to the MEMBERS as provided in the DECLARATION. As soon as practicable after the determination of the ASSESSMENTS for COMMON EXPENSES, the MASTER ASSOCIATION shall notify each MEMBER, in writing, of the amount, frequency and due date of such MEMBER'S ASSESSMENTS, provided, however, that no ASSESSMENT shall be due in less than (10) days from the date of such notification.

7.02.02 In the event the expenditure of funds by the MASTER ASSOCIATION is required that cannot be paid from the ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS, which shall be levied in the same manner as hereinbefore provided for ASSESSMENTS for COMMON EXPENSES and shall be payable in the manner determined by the BOARD. Each MEMBER'S share of any special ASSESSMENT shall be in the same proportion as the MEMBER'S share of the ASSESSMENTS for COMMON EXPENSES.

7.02.03 The MASTER ASSOCIATION shall maintain an ASSESSMENT roll for each MEMBER, designating the name and current mailing address of the MEMBER, the amount of each ASSESSMENT payable by such MEMBER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the MEMBER, and the balance due.

7.03 Depositories. The funds of the MASTER ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, Directors or other persons as may be designated by the BOARD.

7.04 Application of Payments and Comingling of Funds. All sums collected by the MASTER ASSOCIATION from ASSESSMENTS may be comingled in a single fund or divided into more than one fund, as determined by the BOARD.

7.05 Accounting Records and Reports. The MASTER ASSOCIATION shall maintain accounting records according to good accounting practices. The records shall be open to inspection by MEMBERS and all INSTITUTIONAL LENDERS, or their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the assessment roll of the MEMBERS referred to above. The BOARD may, and upon the vote of a majority of the MEMBERS shall, conduct an audit of the accounts of the MASTER ASSOCIATION by a public accountant, and if such an audit is made, a copy of the report shall be made available to each MEMBER and INSTITUTIONAL LENDER, upon written request to the MASTER ASSOCIATION.

7.06 Fidelity Bonds. Fidelity bonds shall be required to be maintained by the MASTER ASSOCIATION for all directors, officers, trustees and employees of the MASTER ASSOCIATION and all other persons handling or responsible for funds of or administered by the MASTER ASSOCIATION. Where the MASTER ASSOCIATION has delegated some or all of the responsibility for the handling of funds to a management agent or company, bonding will also be required for such agent's or company's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the MASTER ASSOCIATION.

8. PARLIAMENTARY RULES

8.01 Roberts' Rules of Order (latest edition) shall govern the conduct of the MASTER ASSOCIATION meetings when not in conflict with the DECLARATION, the ARTICLES or these BYLAWS.

9. AMENDMENTS

Except as otherwise provided, these BYLAWS may be amended in the following manner:

9.01 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 to be considered.

9.02 Initiation. A resolution to amend these BYLAWS may be proposed by any Director, or by one or more of the MEMBERS or their authorized representatives.

9.03 Adoption of Amendments.

9.03.01 A resolution for the adoption of the proposed amendment shall be adopted either: (a) by a majority of all of the Directors of the MASTER ASSOCIATION; or (b) by MEMBERS having not less than a majority of the votes of the entire membership of the MASTER ASSOCIATION. Any amendment approved by the MEMBERS may provide that the BOARD may not further amend, modify or repeal such amendment.

9.03.02 Notwithstanding the foregoing, so long as the DECLARANT owns any PROPERTY, or holds a mortgage encumbering any PROPERTY other than a UNIT, the DECLARANT shall have the right to unilaterally amend these BYLAWS without the joinder or approval of any Directors or any MEMBER and, furthermore, no amendment to these BYLAWS shall be effective without the written approval of the DECLARANT.

9.04 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of MEMBERS without approval by all of the MEMBERS and the joinder of all record owners of mortgages upon the UNITS. No amendment shall be made that is in conflict with the DECLARATION, the ARTICLES or these BYLAWS. So long as the DECLARANT owns any PROPERTY, or holds any mortgage encumbering any PROPERTY other than a UNIT, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DECLARANT, unless the DECLARANT shall join in the execution of the amendment.

9.05 Execution and Recording. No modification of, or amendment to, these BYLAWS shall be valid unless recorded in the public records of Broward County, Florida.

10. RULES AND REGULATIONS

10.01 The BOARD may, from time to time, adopt, or amend previously adopted, Rules and Regulations concerning the use of the COMMON AREAS and concerning the use, operation and maintenance of other portions of the SUBJECT PROPERTY in order to further implement and carry out the intent of the DECLARATION, the ARTICLES, and these BYLAWS. The BOARD shall make available to any MEMBER, upon request, a copy of the Rules and Regulations adopted from time to time by the BOARD.

11. MISCELLANEOUS

11.01 Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

11.02 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

11.03 Conflicts. In the event of any conflict, any applicable Florida statute, the DECLARATION, the ARTICLES, these BYLAWS, and the Rules and Regulations of the MASTER ASSOCIATION shall govern, in that order.

11.04 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these BYLAWS or the intent of any provisions hereof.

11.05 Waiver of Objections. The failure of the BOARD or any officers of the MASTER ASSOCIATION to comply with any terms and provisions of the DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a MEMBER of the MASTER ASSOCIATION within thirty (30) days after the MEMBER is notified, or becomes aware, of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all MEMBERS who received notice of the meeting and failed to object to such defect at the meeting.

The foregoing was adopted as the BYLAWS of the MASTER ASSOCIATION at the First Meeting of the BOARD on the 10TH day of AUGUST, 1981.

By: Joseph C. Dinkham, President
By: Dene W. David, Secretary

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

*SUBSTANTIAL REWORDING OF RULES AND REGULATIONS. SEE RULES AND REGULATIONS FOR PRESENT TEXT.

**AMENDED AND RESTATED RULES AND REGULATIONS
OF
THE LAKES OF OAKLAND FOREST, A CONDOMINIUM**

THE RULES AND REGULATIONS HEREINAFTER ENUMERATED AS TO THE CONDOMINIUM PROPERTY, THE COMMON ELEMENTS, THE CONDOMINIUM UNITS AND THE CONDOMINIUM IN GENERAL SHALL BE DEEMED IN EFFECT UNTIL AMENDED AS PROVIDED BY THE BYLAWS OF THE ASSOCIATION AND SHALL APPLY TO AND BE BINDING UPON ALL UNIT OWNERS. THE UNIT OWNERS SHALL AT ALL TIMES OBEY SAID RULES AND REGULATIONS AND SHALL SEE THAT THEY ARE OBEYED BY THEIR FAMILIES, GUESTS, INVITEES, SERVANTS, LESSEES, PERSONS FOR WHOM THEY ARE RESPONSIBLE AND PERSONS OVER WHOM THEY EXERCISE CONTROL AND SUPERVISION. VIOLATION OF THESE RULES AND REGULATIONS MAY SUBJECT THE VIOLATOR TO ANY AND ALL REMEDIES AVAILABLE TO THE CONDOMINIUM ASSOCIATION AND OTHER UNIT OWNERS PURSUANT TO THE TERMS OF THE DECLARATION OF CONDOMINIUM, THE ARTICLES OF INCORPORATION OF THE ASSOCIATION, THE BYLAWS OF THE ASSOCIATION AND FLORIDA LAW. VIOLATIONS MAY BE REMEDIED BY THE CONDOMINIUM ASSOCIATION BY INJUNCTION OR OTHER LEGAL MEANS AND THE ASSOCIATION SHALL BE ENTITLED TO RECOVER IN SAID ACTIONS ANY AND ALL COURT COSTS INCURRED BY IT, TOGETHER WITH REASONABLE ATTORNEYS' FEES, IN ADDITION TO ANY REMEDIES OR RIGHTS WHICH THE ASSOCIATION OR ANY UNIT OWNER MAY HAVE TO RECOVER DAMAGES, COSTS AND ATTORNEYS' FEES AGAINST ANY PERSON VIOLATING THE RULES AND REGULATIONS OR THE DECLARATION OF CONDOMINIUM AND ANY OF THE EXHIBITS THERETO. THE BOARD OF DIRECTORS MAY, FROM TIME TO TIME, ADOPT NEW RULES AND REGULATIONS OR AMEND OR REPEAL PREVIOUSLY ADOPTED RULES AND REGULATIONS. ANY WAIVERS, CONSENTS OR APPROVALS GIVEN UNDER THESE RULES AND REGULATIONS BY THE BOARD OF DIRECTORS SHALL BE REVOCABLE AT ANY TIME AND SHALL NOT BE CONSIDERED AS A WAIVER, CONSENT OR APPROVAL FOR ANY OTHER PURPOSE OTHER THAN THAT WHICH IS IDENTIFIED AT THE TIME OF THE GIVING OF SUCH WAIVER, CONSENT OR APPROVAL.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS: No unit owner shall make any alteration or addition to the common elements or limited common elements, or to the exterior of his unit, or any structural modification to his unit, without the prior written consent of the Board.
2. AIR CONDITIONING: No air conditioning equipment other than equipment originally in the unit is permitted, including wall or window air conditioning units, without the written consent of the Board.
3. ANTENNAS AND WIRING: No antennas, aerials or wiring may be placed or installed on the exterior of a building or unit without the consent of the Board.

4. UNIT USE: Units shall not be used for commercial or business purposes and shall only be used as residences.
5. BUILDING EMPLOYEES, CONTRACTORS AND DEVELOPER'S EMPLOYEES: No unit owner or member of his family or guest shall give orders or instructions to building employees, contractors or the developer's employees, but rather shall express his desires to the person designated for this purpose by the Board of Directors.
6. CHILDREN: Each unit owner shall be solely responsible for the actions and any damage caused by his children or children visiting him. Unit owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations concerning the recreational facilities.
7. CLEANLINESS: Each unit owner shall maintain his unit, and especially the exterior of his unit, in a clean and orderly manner, and in a manner which will not be offensive to any other unit owner. No linen, towels, clothing or other items shall be placed or hung on the exterior of any unit. No debris shall be kept outside a unit. All debris on the exterior of a unit shall be picked up regularly.
8. COMPLAINTS: All complaints of unit owners shall be made in writing and delivered to the person designated for such purposes by the Board or to a member of the Board.
9. CONDUCT: No person shall engage in loud and boisterous or other disorderly, profane, indecent or unlawful conduct on any portion of the condominium property, including, without limitation, inside any dwelling units or in any common area.
10. DAMAGED COMMON ELEMENTS: The cost of repairing damage to common elements, including but not limited to the condominium buildings and landscaped areas, caused by a unit owner or his guests or invitees, shall be the sole responsibility of such unit owner.
11. DELIVERIES: The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association or the employees of the developer, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.
12. EXTERIOR APPEARANCE: No improvements may be made or placed upon the exterior of any unit or on any of the common elements of the condominium without the prior written consent of the Board. Any consent fo the Board to any improvement to be made in or on the exterior of any unit, or to anything to be placed therein or thereon, may be withheld on purely aesthetic grounds, in the sole discretion of the Board.
13. FLAMMABLE MATERIALS: No flammable, combustible or explosive fluid, chemical or substance shall be kept within any portion of the condominium property, including, without limitation, in any unit, storage area or common element area, except as required for normal household use.

14. FLOOR COVERING: If any unit is located above another unit, floor covering other than carpeting which is installed in areas other than a kitchen, bathroom, or hallway, must be installed with sound reducing materials (to meet current building code) in order to eliminate noise transmitted to the lower unit created by persons walking on the floor covering.

15. GUEST OCCUPANCY: Temporary guests are permitted to reside in any unit so long as such guests do not create or cause an unreasonable source of noise, annoyance or disturbance to the other unit owners and permanent residents of the condominium. All temporary guests shall be required to comply with all of the rules and regulations of the condominium and other obligations created by the Declaration of Condominium and its exhibits. The Board reserves the right to limit the number of temporary guests which may reside in a unit at any time. The Board reserves the right to expel any temporary guest who violates the foregoing requirements.

16. GUNS: No guns shall be permitted to be discharged on any portion of the condominium property, including the common areas and units, except as might be permitted in the event of an emergency pursuant to the applicable laws of the State of Florida. Guns for this purpose shall include, but not be limited to, rifles, shotguns, pistols, dart guns, BB guns and sling shots.

17. HURRICANE PREPARATIONS: Each unit owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure by:

A. Removing all furniture, plants and other moveable objects from the exterior portion of his unit.

B. Designating a responsible firm or individual to care for his unit should the living unit suffer hurricane damage, and furnish the Board, or the person designated by the Board for such purpose, with the name of said firm or individual.

C. Any unit owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other unit owners, and/or to the common elements resulting from such failure.

18. INSURANCE RATES: No unit owner shall permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property.

19. MOTORCYCLES: Motorcycles shall not be parked or placed in any area other than in designated motor vehicle parking spaces. Motorcycles shall not be driven upon common areas other than roadways and parking areas. All motorcycles shall be equipped with appropriate noise muffling equipment, and the Board shall be authorized to bar from the condominium property any motorcycle or other motor vehicle that causes and abuse of normal noise levels. Any damage done to the common elements, including but not limited to pavement, as a result of motorcycle kick-stands or other use of motorcycles, shall be the sole responsibility of the owner of the motorcycle causing such damage and/or the unit owner to whom the motorcycle owner was a guest or invitee.

20. NUISANCES: No unit owner shall make or permit any disturbing noises anyplace upon the condominium property by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No phonograph, television, radio, sound amplifier or other sound equipment

may be played or operated in such matter that same disturbs or annoys other occupants of the condominium.

21. OUTDOOR COOKING: No cooking or barbequing shall be permitted in any enclosed or screened-in patio, balcony or porch.

22. PARKING: Parking areas upon the condominium property shall be used only by residents of the Condominium and their guests and invitees. Only automobiles, small trucks, vans, and other vehicles commonly used as private passenger vehicles may be parked on the condominium property without the consent of the Board. Other types of vehicles, and boats and trailers, may not be parked on the condominium property without the written consent of the Board, which may be arbitrarily withheld, if commercial equipment is exposed in or upon the vehicle. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles making delivery to or from, or while used in connection with providing services to, any unit or the condominium property. No vehicle which cannot operate on its own power shall remain on the condominium property for more than twenty-four (24) hours, and no major repair of any motor vehicle shall be made on the condominium property. In connection therewith, no motor vehicle shall be placed upon blocks, jacks, or similar device, anywhere on the condominium property. No motor vehicle shall be parked other than in areas designated for parking. Vehicles improperly parked will be towed away at the expense of the unit owner or resident doing or permitting such act, and/or the owner of the vehicle, parking spaces which are assigned to a particular unit may only be used by the residents of that unit, and their guests and invitees. All vehicles parked upon association property must have valid license plates and current registration, and must display parking permits as provided by the association in an open and obvious location on the vehicle.

23. PASSAGEWAYS: Sidewalks, entranceways, passageways, vestibules, and all other portions of the common elements must at all times be kept free of obstruction and encumbrance, and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables or other objects shall be stored or kept in or upon such areas. No person shall climb on or tread in, whether by foot, vehicle, or recreational implement, any landscaped portion of the common areas. No group consisting of two (2) or more persons shall congregate on the common area walkways or roadways in such a manner that ingress or egress of pedestrian or vehicular traffic is impaired.

24. PERSONAL INSURANCE: Although the insurance coverage afforded through the Association, in addition to other coverage, provides hazard insurance for the individual living units, such insurance does not include coverage of personal property and liability coverage for the individual unit owners. Therefore, it is recommended that such coverage be obtained by each unit owner.

25. PERSONAL PROPERTY: The personal property of a unit owner shall be stored within his unit or where applicable in assigned storage areas, but in no event shall such property be stored or left within or upon other portions of the common elements or public areas.

26. PEST CONTROL: All unit owners are required to permit employees of pest control companies employed by the Association, to enter their units at regularly scheduled times to perform pest control services.

27. PETS: All pets are prohibited except as expressly permitted by the Declaration of Condominium. Any permitted cat or dog must be carried or walked on a leash at all times. The Board may designate portions of the common elements on the exterior boundaries of the condominium as "pet walking" areas, and in that event no unit owner shall permit his pet to deposit animal waste on any other portion of the condominium property. No pets may be kept, bred, or maintained for any commercial purpose. No pets are permitted within the recreational facilities. The Board should have the right to require any pet to be removed from the condominium which causes an unreasonable source of annoyance to any unit owner, or if these Rules and Regulations are violated with respect to the pet.

28. PLUMBING AND ELECTRICAL: Water closets and other plumbing shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be over burdened. Total costs of all maintenance, repairs and replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid by the unit owner.

29. PLANTINGS: No plantings of whatever nature shall be made by any unit owner upon any public areas, and/or other portions of the common elements, without the prior written approval of the Board.

30. RECREATIONAL FACILITIES: Swimming and other use of the recreational facilities shall at all times be solely at the risk of the individuals involved, and in no event that of the Association or its members. The use of the recreational facilities shall be regulated from time to time by the Board. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to time to insure the proper use of the facilities by all of the members of the Association. Amended and/or additional Rules and Regulations shall be posted in a conspicuous place, in or upon the recreational facilities and it shall be the responsibility of the individual unit owners to apprise themselves of same. Private use of the recreational facilities must be arranged through, and only after permission has been granted by, the Board. The user of the recreational facilities shall be responsible to leave same in a clean and orderly manner and be responsible for any breakage and/or damage caused. No boating, swimming or wading shall be permitted in any lake existing within the condominium property. Children under the age of 12 years old must be accompanied by an adult at all times while in the recreational facilities. No one person shall supervise more than four children at any given time, unless every child being supervised is related to the supervising person by blood, marriage, or adoption. Only two (2) guests per unit shall be allowed in the recreational facilities at any given time.

31. RIGHT TO ENTER IN EMERGENCIES: In case of emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board, or any other person is authorized by it shall have the right to enter such dwelling for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate.

32. ROOF: No person shall be permitted upon the roof of any building without the prior consent of the Board.

33. SOLICITATIONS: There shall be no solicitation permitted by any persons anywhere in or about the condominium property for any cause; charity or for any purpose whatsoever, unless specifically authorized in advance by the Board.

34. SERVICE PEOPLE: No unit owner shall permit any service people, whether for purposes of maintenance, repair, replacement or improvement, to work in his unit before 8:00 A.M. or after 9:00 P.M., except in cases of emergencies.

35. SIGNS: No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside or inside of any unit so as to be visible from outside of the unit, or upon any portion or part of the common elements without the prior written consent of the Board.

36. TRASH AND GARBAGE: All refuse, waste, bottles, cans, garbage and trash shall be securely wrapped in plastic garbage bags and placed only in those containers and areas designed for such purpose.

37. VEHICULAR AND PEDESTRIAN TRAFFIC: All vehicular and pedestrian traffic being in and/or operating upon the condominium property shall at all times comply with the controlling governmental laws. All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by government al authorities and/or the Association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of 10 m.p.h.

38. WHEEL VEHICLES: No unit owner shall permit wheel vehicles, including but not limited to bicycles, mopeds, skateboards, carriages and shopping carts, to be used in a manner that would interfere with vehicular and pedestrian traffic upon the condominium property.

39. WINDOW, DOOR AND BALCONY TREATMENTS: No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the condominium buildings without the prior written consent of the Board. Terraces, balconies, porches or patios may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such terraces, balconies, porches or patios except with the prior written consent of the Board. No blinds, shades, screens, decorative panels, window or door coverings shall be attached to or hung or used in connection with any window or door in an unit, if affixed to the exterior of a unit, without the prior written consent of the Board. Window treatment shall consist of drapery, blinds, decorative panels or other tasteful materials, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after a unit owner or tenant first moves into a unit or when permanent window treatments are being cleaned or repaired. No windows shall be tinted and no tinted glass shall be installed, and no screening shall be replaced other than screening of the same material and color as originally exists, without the prior written consent of the Board.

EXHIBIT "B"
TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF OAKLAND FOREST
ARTICLES OF INCORPORATION
OF
OAKLAND FOREST PROPERTY OWNERS ASSOCIATION, INC.

PREAMBLE

HPAV, a Florida general partnership (the "DECLARANT"), owns certain property in Broward County, Florida. DECLARANT intends to record a Declaration of Covenants and Restrictions of Oakland Forest (the "DECLARATION") which will affect the property. This Association is being formed to administer the DECLARATION and to perform, among other things, the duties and exercise the powers pursuant to the DECLARATION, as and when the DECLARATION is recorded in the Public Records of Broward County, Florida, with these Articles attached as an Exhibit thereto, submitting any property to the jurisdiction of the Association. All of the definitions contained in the DECLARATION shall apply to these Articles, and to the Bylaws of the Association. Until such time as the DECLARATION is so recorded, the subscribers hereto shall be the members of the Association.

ARTICLE I

Name

The name of the corporation is:

OAKLAND FOREST PROPERTY OWNERS ASSOCIATION, INC. .
(hereinafter referred to as the "MASTER ASSOCIATION")

ARTICLE II

Purpose

The purposes for which the MASTER ASSOCIATION is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To administer, enforce and carry out the terms and provisions of the DECLARATION, as same may be amended from time to time.
3. To administer, enforce and carry out the terms and provisions of any other declaration of covenants and restrictions, or similar document, submitting property to the jurisdiction of, or assigning responsibilities, rights or duties to the MASTER ASSOCIATION, and accepted by the BOARD.
4. To promote the health, safety, welfare, comfort, and social and economic welfare of the MASTER ASSOCIATION MEMBERS, and the OWNERS and residents of the SUBJECT PROPERTY, as authorized by the DECLARATION, by these ARTICLES, and by the BYLAWS.

ARTICLE III

Powers

The MASTER ASSOCIATION shall have the following powers:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these ARTICLES.
2. To enter into, make, establish and enforce, rules, regulations, by-laws, covenants, restrictions and agreements to carry out the purposes of the MASTER ASSOCIATION.

3. To make and collect ASSESSMENTS against MEMBERS of the MASTER ASSOCIATION to defray the costs, expenses, reserves and losses incurred or to be incurred by the MASTER ASSOCIATION and to use the proceeds thereof in the exercise of the MASTER ASSOCIATION'S powers and duties.

4. To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

5. To hold funds for the exclusive benefit of the MEMBERS of the MASTER ASSOCIATION as set forth in these ARTICLES and as provided in the DECLARATION and the BYLAWS.

6. To purchase insurance for the protection of the MASTER ASSOCIATION, its officers, Directors and MEMBERS, and such other parties as the MASTER ASSOCIATION may determine to be in the best interests of the MASTER ASSOCIATION.

7. To operate, maintain, repair, and improve all COMMON AREAS, and such other portions of the SUBJECT PROPERTY as may be determined by the BOARD from time to time.

8. To exercise architectural control over-all buildings, structures and improvements to be placed or constructed upon any portion of the SUBJECT PROPERTY pursuant to the DECLARATION.

9. To provide for private security, fire safety and protection, and similar functions and services within the SUBJECT PROPERTY as the BOARD in its discretion determines necessary or appropriate.

10. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the MEMBERS of the MASTER ASSOCIATION and the OWNERS and residents of the SUBJECT PROPERTY as the BOARD in its discretion determines necessary or appropriate.

11. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the MASTER ASSOCIATION and/or to contract with others for the performance of such obligations, services and/or duties.

ARTICLE IV

MEMBERS

1. MEMBERS.

1.01 HOMEOWNERS' ASSOCIATION MEMBER. Each HOMEOWNERS' ASSOCIATION shall be a MEMBER of the MASTER ASSOCIATION. Such membership shall be established upon the filing of the articles of incorporation of the HOMEOWNERS' ASSOCIATION with the Secretary of State of the State of Florida, and the recording of such articles of incorporation in the Public Records of Broward County, Florida, along with, or as an exhibit to, a declaration of condominium, declaration of covenants and restrictions, or similar document, submitting any PROPERTY to the jurisdiction of the HOMEOWNERS' ASSOCIATION or providing that the HOMEOWNERS' ASSOCIATION will operate any PROPERTY.

1.02 OWNER MEMBERS. If any PROPERTY is not subject to the jurisdiction of a HOMEOWNERS' ASSOCIATION, the OWNER of such PROPERTY shall be an OWNER MEMBER of the MASTER ASSOCIATION. Such memberships shall be initially established upon the recording of these ARTICLES and the DECLARATION among the public records of Broward County, Florida.

1.02.1 Notwithstanding the foregoing, no governmental authority or utility company shall be deemed an OWNER MEMBER unless one or more UNITS actually exist upon the PROPERTY owned by such governmental authority or utility company, in which event the governmental authority or utility company will be an OWNER MEMBER only with respect to the PROPERTY owned in conjunction with such UNIT(s).

1.03. DECLARANT. The DECLARANT shall be a MEMBER of the MASTER ASSOCIATION so long as the DECLARANT owns any PROPERTY, or holds a mortgage encumbering any PROPERTY other than a UNIT.

2. Transfer of Membership.

2.01 In the case of an OWNER MEMBER, transfer of membership in the MASTER ASSOCIATION shall be established by the recording in the Public Records of Broward County, Florida, of a deed or other instrument establishing a transfer of record title to any PROPERTY for which membership has already been established as hereinabove provided, the OWNER(S) designated by such instrument of conveyance thereby becoming an OWNER MEMBER(S), and the prior OWNER'S membership thereby being terminated. In the event of death of an OWNER MEMBER, his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the MASTER ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the MASTER ASSOCIATION receives a true copy of the deed or other instrument establishing the transfer of ownership of the PROPERTY, and it shall be the responsibility and obligation of the former and new OWNER of the PROPERTY to provide such true copy of said instrument to the MASTER ASSOCIATION.

2.02 In the event any portion of the PROPERTY owned by an OWNER MEMBER is submitted to the jurisdiction of a HOMEOWNERS' ASSOCIATION, the membership of the OWNER MEMBER associated with such PROPERTY shall automatically terminate upon the recording in the Public Records of Broward County, Florida, of the declaration of condominium, declaration of covenants and restrictions, or similar document, submitting such PROPERTY to the jurisdiction of a HOMEOWNERS' ASSOCIATION, and the HOMEOWNERS' ASSOCIATION shall simultaneously become a HOMEOWNERS' ASSOCIATION MEMBER with respect to such PROPERTY.

2.03 In the event a declaration of condominium, declaration of covenants and restrictions, or similar document, submitting any PROPERTY to the jurisdiction of a HOMEOWNERS' ASSOCIATION is terminated, the HOMEOWNERS' ASSOCIATION'S membership in the MASTER ASSOCIATION with respect to such PROPERTY shall automatically terminate upon the recording of such termination in the Public Records of Broward County, Florida. The OWNERS of the PROPERTY formerly submitted to the jurisdiction of the HOMEOWNERS' ASSOCIATION shall thereupon become OWNER MEMBERS of the MASTER ASSOCIATION unless and until the PROPERTY is submitted to the jurisdiction of a subsequent HOMEOWNERS' ASSOCIATION, in which event the subsequent HOMEOWNERS' ASSOCIATION shall become a HOMEOWNERS' ASSOCIATION MEMBER with respect to such PROPERTY upon the recording in the Public Records of Broward County, Florida, of a declaration of condominium, declaration of covenants and restrictions, or similar document, submitting the PROPERTY to the jurisdiction of such HOMEOWNERS' ASSOCIATION.

3. The share of a MEMBER in the funds and assets of the MASTER ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the PROPERTY associated with the membership of the MEMBER, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such PROPERTY.

4. MEMBERS' Voting Rights. The total number of MEMBERS' votes shall be equal to the total number of UNITS contained within the SUBJECT PROPERTY from time to time. On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each UNIT.

4.01 Each HOMEOWNERS ASSOCIATION MEMBER shall have the number of votes equal to the number of UNITS contained within the PROPERTY operated by, or subject to the jurisdiction of, that HOMEOWNERS ASSOCIATION at the time of such vote. A HOMEOWNERS ASSOCIATION MEMBER shall cast its votes in the manner provided by the BYLAWS.

4.02 Each OWNER MEMBER shall have the number of votes equal to the number of UNITS contained within the PROPERTY associated with the membership of such OWNER MEMBER at the time of such vote.

4.03 In the event that, at the time of any vote, there are no UNITS contained within the PROPERTY owned, or subject to the jurisdiction of, a MEMBER, such MEMBER shall not be entitled to cast any votes, but the MEMBER shall nevertheless be entitled to all other rights, and shall be responsible for all obligations, associated with the membership in the MASTER ASSOCIATION, including, without limitation, the obligation to pay ASSESSMENTS.

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4.04 Approval by DECLARANT. Notwithstanding anything contained herein to the contrary, no vote or other action taken by the MEMBERS shall be effective without the written consent of the DECLARANT, so long as same is required pursuant to ARTICLE XIII herein.

5. The BYLAWS shall provide for an annual meeting of the MEMBERS of the MASTER ASSOCIATION and may make provision for special meetings of the MEMBERS.

ARTICLE V

Directors

1. The affairs of the MASTER ASSOCIATION shall be managed by a BOARD consisting of not less than three (3) Directors, and which shall always be an odd number. The number of Directors shall be determined in accordance with the BYLAWS. In the absence of such determination, there shall be three (3) Directors.

(a) Pursuant to ARTICLE XIII, so long as the DECLARANT owns any PROPERTY, or holds a mortgage encumbering any PROPERTY other than a UNIT, all Directors shall be appointed by the DECLARANT and shall hold office until they are replaced by the DECLARANT or until their successors have been elected or appointed at a meeting of the MEMBERS as provided in these ARTICLES or the BYLAWS. Notwithstanding the foregoing, by written notice to the BOARD the DECLARANT may at any time relinquish its right to appoint one or more of the Directors, in which event the MEMBERS shall thereafter be entitled to elect the number of Directors no longer appointed by the DECLARANT, provided, however, that if the DECLARANT relinquishes its right to appoint one or more of the Directors, and thereafter the number of Directors is reduced, such reduction shall not diminish the number of Directors which may be appointed by the DECLARANT, but shall reduce the number of Directors which may be elected by the MEMBERS, unless and until such reduction results in all of the Directors being appointed by the DECLARANT.

(b) When the DECLARANT no longer owns any PROPERTY, and no longer holds any mortgage encumbering any PROPERTY other than a UNIT, the MEMBERS shall be entitled to elect all of the Directors.

2. All of the duties and powers of the MASTER ASSOCIATION existing under Chapter 617 of the Florida Statutes, the DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the MEMBERS only when specifically required.

3. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however, any Director appointed by the DECLARANT may only be removed by the DECLARANT, and any vacancy on the BOARD shall be appointed by the DECLARANT if, at the time such vacancy is to be filled, the number of remaining Directors appointed by the DECLARANT is less than the maximum number of Directors which may, at that time, be appointed by the DECLARANT as set forth above.

4. The names and addresses of the Directors who shall hold office until their successors are elected or appointed, or until removed, are as follows:

JOSEPH DUNLEAVY	4860 N.E. 12th Avenue, Ft. Lauderdale, Florida 33334
DIANE DAVID	4860 N.E. 12th Avenue, Ft. Lauderdale, Florida 33334
STEPHEN GRAVETT	4860 N.E. 12th Avenue, Ft. Lauderdale, Florida 33334

ARTICLE VI

Officers

The officers of the MASTER ASSOCIATION shall be a President, Vice President, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for

filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

President.....Joseph Dunleavy
Vice President.....Stephen Gravett
Secretary/Treasurer.....Diane David

ARTICLE VII

IDEMNIFICATION

1. The MASTER ASSOCIATION shall indemnify any PERSON 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, employee, officer or agent of the MASTER ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the MASTER ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such PERSON shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the MASTER ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such PERSON is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. 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, in and 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 MASTER ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a Director, officer, employee or agent of the MASTER ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the MASTER ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in written opinion, or (c) by a majority of the MEMBERS.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the MASTER ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the MASTER ASSOCIATION as authorized in this Article.

5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise; and as to action taken in an official capacity while

holding office, shall continue as to a PERSON who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a PERSON.

6. The MASTER ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any PERSON who is or was a Director, officer, employee or agent of the MASTER ASSOCIATION, or is or was serving at the request of the MASTER ASSOCIATION as 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, as arising out of his status as such, whether or not the MASTER ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE VIII

BYLAWS

The first BYLAWS shall be adopted by the BOARD named herein, and may be altered, amended or rescinded in the manner provided by the BYLAWS. Notwithstanding the foregoing, so long as the DECLARANT owns any PROPERTY, or holds a mortgage encumbering any PROPERTY other than a UNIT, no amendment to the BYLAWS shall be made, adopted or become effective without the written consent and/or approval of the DECLARANT, and the DECLARANT shall have the right to unilaterally amend the BYLAWS without the joinder or approval of any Directors or any MEMBER, pursuant to Article XIII herein.

ARTICLE IX

Amendments

Amendments to these ARTICLES shall be proposed and adopted in the following manner:

1. 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.

2. A resolution for the adoption of a proposed amendment may be proposed by either a majority of the BOARD or by MEMBERS having not less than one-third (1/3) of the votes of the entire membership at the time of such proposal. Directors and/or MEMBERS not present in person or by proxy at any meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary or any Director of the MASTER ASSOCIATION prior to, or within thirty (30) days after, the meeting. Approval of a proposed amendment must be:

(a) By not less than a majority of the BOARD and by MEMBERS having not less than sixty-six and two-thirds (66-2/3%) percent of the votes of the entire membership of the MASTER ASSOCIATION.

(b) By MEMBERS having not less than seventy-five (75%) percent of the votes of the entire membership of the MASTER ASSOCIATION.

3. Pursuant to ARTICLE XIII below, notwithstanding anything contained herein to the contrary, so long as the DECLARANT owns any PROPERTY, or holds a mortgage encumbering any PROPERTY other than a UNIT, no amendment to these ARTICLES or to this paragraph shall be effective without the written approval of the DECLARANT and these ARTICLES may be amended by the DECLARANT without the approval of the MEMBERS or any Directors.

4. A copy of each amendment to the ARTICLES as approved shall be filed with the Secretary of State of the State of Florida and a certified copy shall be recorded in the public records of Broward County, Florida.

ARTICLE X

Term

The MASTER ASSOCIATION shall have perpetual existence.

ARTICLE XI

Subscribers

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

JOSEPH DUNLEAVY 4860 N.E. 12th Avenue, Ft. Lauderdale, Florida 33334
 DIANE DAVID 4860 N.E. 12th Avenue, Ft. Lauderdale, Florida 33334
 STEPHEN GRAVETT 4860 N.E. 12th Avenue, Ft. Lauderdale, Florida 33334

ARTICLE XII

Resident Agent

The name and address of the initial resident agent of the MASTER ASSOCIATION shall be: Joseph Dunleavy, 4860 NE. 12th Avenue, Ft. Lauderdale, Florida 33334.

ARTICLE XIII

DECLARANT'S Rights

1. Notwithstanding anything contained in these ARTICLES, the BYLAWS, or the DECLARATION to the contrary, so long as the DECLARANT owns any PROPERTY, or holds a mortgage encumbering any PROPERTY other than a UNIT;

1.01 No vote of the MEMBERS including, but not limited to, any vote amending these ARTICLES or the BYLAWS, shall be effective without the written consent and/or approval of the DECLARANT.

1.02 The DECLARANT shall be entitled to appoint all Directors, and no election of such Directors shall be held by the MEMBERS.

1.03 The DECLARANT shall be entitled to unilaterally amend these ARTICLES and the BYLAWS.

2. The rights of the DECLARANT set forth in Paragraph 1 of this ARTICLE XIII, may be relinquished, in whole or in part, by the DECLARANT at any time upon written notice to the MASTER ASSOCIATION. Furthermore, these rights may be enforced by any successor in interest or assignee of the DECLARANT. However, any purchaser of any PROPERTY from the DECLARANT shall not be deemed a successor in interest or an assignee of the DECLARANT for purposes of this Paragraph 2, unless the DECLARANT specifically assigns its rights hereunder to such Purchaser.

IN WITNESS WHEREOF, the subscribers and registered agent have hereunto fixed their signatures on this 3rd day of August, 1991.

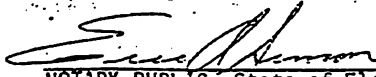
Joseph Dunleavy
 JOSEPH DUNLEAVY
Diane David
 DIANE DAVID
Stephen Gravett
 STEPHEN GRAVETT

REC'D TO CO

STATE OF FLORIDA)
COUNTY OF BROWARD)

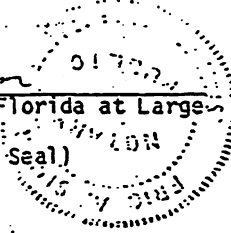
SS: ERIC A. SIMON

The foregoing Articles of Incorporation were acknowledged before me this 3rd day of AUGUST, 1981, by JOSEPH DUNLEAVY, as Subscriber and as Registered Agent, and by DIANE DAVID, and STEPHEN GRAVETT, as Subscribers.



NOTARY PUBLIC, State of Florida at Large

(Notary Seal)



My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 29, 1982
Bonded by American Fire & Casualty Company

This instrument prepared by:

ERIC A. SIMON, ESQ.
GOLDBERG, YOUNG, GOLDBERG & BORKSON, P.A.
2881 East Commercial Boulevard
Fort Lauderdale, Florida 33308
Phone: (305) 771-8550 - Broward
(305) 944-0309 - Dade

FILED 0901 1981

This Instrument Prepared by and Return to:
Leigh C. Kazman, Esq.
Kazman & Korr, P.A.
1100 South Star Road Seven, Suite 102
Margate, Florida 33068
(954) 972-8228

INSTR # 102345402
CR BK 33263 Pages 619 - 625
RECORDED 10/16/02 15:18:25
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2063
#1, 7 Pages

**CERTIFICATE OF AMENDMENT
AMENDED AND RESTATED RULES AND REGULATIONS
OF
THE LAKES OF OAKLAND FOREST, A CONDOMINIUM**

THESE AMENDED AND RESTATED RULES AND REGULATIONS made the 26th day of September, 2002 by THE LAKES OF OAKLAND FOREST CONDOMINIUM, INC., (hereinafter "ASSOCIATION") pursuant to the DECLARATION OF CONDOMINIUM FOR THE LAKES OF OAKLAND FOREST, A CONDOMINIUM, (hereinafter "DECLARATION") which have been duly recorded in Official Records Book 11570, Page 752 of the Public Records of Broward County, Florida.

WHEREAS, at a duly called and noticed meeting of the membership of ASSOCIATION, a Florida not-for-profit corporation, held on September 26, 2002, the aforementioned Rules and Regulations were amended pursuant to the provisions of the Declaration with an affirmative vote of a majority of the Board of Directors.

NOW, THEREFORE, the undersigned hereby certifies that the attached Amended and Restated Rules and Regulations are a true and correct copy of the Amended and Restated Rules and Regulations as amended by the Board of Directors.

II. This Amendment has been proposed and adopted by unanimous vote of the Board of Directors.

IN WITNESS WHEREOF, the Declaration has caused these Amended and Restated Rules and Regulations of The Lakes of Oakland Forest, a Condominium, to be executed by a duly authorized officer, this 18th day of October, 2002.

WITNESSES:

Susan Adams

Susan Adams

(Print Name)

Kimberly A. Tabor

Kimberly A. Tabor

(Print Name)

THE LAKES OF OAKLAND FOREST
CONDOMINIUM, INC.

BY: Martin Cavitt

Martin Cavitt, President

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING instrument was executed before me this 18th day of October, 2002, by Martin Cavitt, President of THE LAKES OF OAKLAND FOREST CONDOMINIUM, 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 18th day of October, 2002.

Kimberly A. Tabor
Notary Public

My commission expires:

P:\WP\Coastal\CLD\N\The Lakes of Oakland Forest Condominium, Inc\COA\Rules & Regulations (2150)Certificate of Execution



4. **UNIT USE:** Units shall not be used for commercial or business purposes and shall only be used as residences.

5. **BUILDING EMPLOYEES, CONTRACTORS AND DEVELOPER'S EMPLOYEES:** No unit owner or member of his family or guest shall give orders or instructions to building employees, contractors or the developer's employees, but rather shall express his desires to the person designated for this purpose by the Board of Directors.

6. **CHILDREN:** Each unit owner shall be solely responsible for the actions and any damage caused by his children or children visiting him. Unit owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations concerning the recreational facilities.

7. **CLEANLINESS:** Each unit owner shall maintain his unit, and especially the exterior of his unit, in a clean and orderly manner, and in a manner which will not be offensive to any other unit owner. No linen, towels, clothing or other items shall be placed or hung on the exterior of any unit. No debris shall be kept outside a unit. All debris on the exterior of a unit shall be picked up regularly.

8. **COMPLAINTS:** All complaints of unit owners shall be made in writing and delivered to the person designated for such purposes by the Board or to a member of the Board.

9. **CONDUCT:** No person shall engage in loud and boisterous or other disorderly, profane, indecent or unlawful conduct on any portion of the condominium property, including, without limitation, inside any dwelling units or in any common area.

10. **DAMAGED COMMON ELEMENTS:** The cost of repairing damage to common elements, including but not limited to the condominium buildings and landscaped areas, caused by a unit owner or his guests or invitees, shall be the sole responsibility of such unit owner.

11. **DELIVERIES:** The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association or the employees of the developer, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.

12. **EXTERIOR APPEARANCE:** No improvements may be made or placed upon the exterior of any unit or on any of the common elements of the condominium without the prior written consent of the Board. Any consent of the Board to any improvement to be made in or on the exterior of any unit, or to anything to be placed therein or thereon, may be withheld on purely aesthetic grounds, in the sole discretion of the Board.

13. **FLAMMABLE MATERIALS:** No flammable, combustible or explosive fluid, chemical or substance shall be kept within any portion of the condominium property, including, without limitation, in any unit, storage area or common element area, except as required for normal household use.

14. **FLOOR COVERING:** If any unit is located above another unit, floor covering other than carpeting which is installed in areas other than a kitchen, bathroom, or hallway, must be installed with sound reducing materials (to meet current building code) in order to eliminate noise transmitted to the lower unit created by persons walking on the floor covering.

15. **GUEST OCCUPANCY:** Temporary guests are permitted to reside in any unit so long as such guests do not create or cause an unreasonable source of noise, annoyance or disturbance to the other unit owners and permanent residents of the condominium. All temporary guests shall be required to comply with all of the rules and regulations of the condominium and other obligations created by the Declaration of Condominium and its exhibits. The Board reserves the right to limit the number of temporary guests which may reside in a unit at any time. The Board reserves the right to expel any temporary guest who violates the foregoing requirements.

16. **GUNS:** No guns shall be permitted to be discharged on any portion of the condominium property, including the common areas and units, except as might be permitted in the event of an emergency pursuant to the applicable laws of the State of Florida. Guns for this purpose shall include, but not be limited to, rifles, shotguns, pistols, dart guns, BB guns and sling shots.

17. **HURRICANE PREPARATIONS:** Each unit owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure by:

A. Removing all furniture, plants and other moveable objects from the exterior portion of his unit.

B. Designating a responsible firm or individual to care for his unit should the living unit suffer hurricane damage, and furnish the Board, or the person designated by the Board for such purpose, with the name of said firm or individual.

C. Any unit owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other unit owners, and/or to the common elements resulting from such failure.

18. **INSURANCE RATES:** No unit owner shall permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property.

19. **MOTORCYCLES:** Motorcycles shall not be parked or placed in any area other than in designated motor vehicle parking spaces. Motorcycles shall not be driven upon common areas other than roadways and parking areas. All motorcycles shall be equipped with appropriate noise muffling equipment, and the Board shall be authorized to bar from the condominium property any motorcycle or other motor vehicle that causes and abuse of normal noise levels. Any damage done to the common elements, including but not limited to pavement, as a result of motorcycle kick-stands or other use of motorcycles, shall be the sole responsibility of the owner of the motorcycle causing such damage and/or the unit owner to whom the motorcycle owner was a guest or invitee.

20. **NUISANCES:** No unit owner shall make or permit any disturbing noises anyplace upon the condominium property by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No phonograph, television, radio, sound amplifier or other sound equipment

may be played or operated in such matter that same disturbs or annoys other occupants of the condominium.

21. **OUTDOOR COOKING:** No cooking or barbequing shall be permitted in any enclosed or screened-in patio, balcony or porch.

22. **PARKING:** Parking areas upon the condominium property shall be used only by residents of the Condominium and their guests and invitees. Only automobiles, small trucks, vans, and other vehicles commonly used as private passenger vehicles may be parked on the condominium property without the consent of the Board. Other types of vehicles, and boats and trailers, may not be parked on the condominium property without the written consent of the Board, which may be arbitrarily withheld, if commercial equipment is exposed in or upon the vehicle. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles making delivery to or from, or while used in connection with providing services to, any unit or the condominium property. No vehicle which cannot operate on its own power shall remain on the condominium property for more than twenty-four (24) hours, and no major repair of any motor vehicle shall be made on the condominium property. In connection therewith, no motor vehicle shall be placed upon blocks, jacks, or similar device, anywhere on the condominium property. No motor vehicle shall be parked other than in areas designated for parking. Vehicles improperly parked will be towed away at the expense of the unit owner or resident doing or permitting such act, and/or the owner of the vehicle, parking spaces which are assigned to a particular unit may only be used by the residents of that unit, and their guests and invitees. All vehicles parked upon association property must have valid license plates and current registration, and must display parking permits as provided by the association in an open and obvious location on the vehicle.

23. **PASSAGEWAYS:** Sidewalks, entranceways, passageways, vestibules, and all other portions of the common elements must at all times be kept free of obstruction and encumbrance, and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables or other objects shall be stored or kept in or upon such areas. No person shall climb on or tread in, whether by foot, vehicle, or recreational implement, any landscaped portion of the common areas. No group consisting of two (2) or more persons shall congregate on the common area walkways or roadways in such a manner that ingress or egress of pedestrian or vehicular traffic is impaired.

24. **PERSONAL INSURANCE:** Although the insurance coverage afforded through the Association, in addition to other coverage, provides hazard insurance for the individual living units, such insurance does not include coverage of personal property and liability coverage for the individual unit owners. Therefore, it is recommended that such coverage be obtained by each unit owner.

25. **PERSONAL PROPERTY:** The personal property of a unit owner shall be stored within his unit or where applicable in assigned storage areas, but in no event shall such property be stored or left within or upon other portions of the common elements or public areas.

26. **PEST CONTROL:** All unit owners are required to permit employees of pest control companies employed by the Association, to enter their units at regularly scheduled times to perform pest control services.

27. PETS: All pets are prohibited except as expressly permitted by the Declaration of Condominium. Any permitted cat or dog must be carried or walked on a leash at all times. The Board may designate portions of the common elements on the exterior boundaries of the condominium as "pet walking" areas, and in that event no unit owner shall permit his pet to deposit animal waste on any other portion of the condominium property. No pets may be kept, bred, or maintained for any commercial purpose. No pets are permitted within the recreational facilities. The Board should have the right to require any pet to be removed from the condominium which causes an unreasonable source of annoyance to any unit owner, or if these Rules and Regulations are violated with respect to the pet.

28. PLUMBING AND ELECTRICAL: Water closets and other plumbing shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be over burdened. Total costs of all maintenance, repairs and replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid by the unit owner.

29. PLANTINGS: No plantings of whatever nature shall be made by any unit owner upon any public areas, and/or other portions of the common elements, without the prior written approval of the Board.

30. RECREATIONAL FACILITIES: Swimming and other use of the recreational facilities shall at all times be solely at the risk of the individuals involved, and in no event that of the Association or its members. The use of the recreational facilities shall be regulated from time to time by the Board. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to time to insure the proper use of the facilities by all of the members of the Association. Amended and/or additional Rules and Regulations shall be posted in a conspicuous place, in or upon the recreational facilities and it shall be the responsibility of the individual unit owners to apprise themselves of same. Private use of the recreational facilities must be arranged through, and only after permission has been granted by, the Board. The user of the recreational facilities shall be responsible to leave same in a clean and orderly manner and be responsible for any breakage and/or damage caused. No boating, swimming or wading shall be permitted in any lake existing within the condominium property. Children under the age of 12 years old must be accompanied by an adult at all times while in the recreational facilities. No one person shall supervise more than four children at any given time, unless every child being supervised is related to the supervising person by blood, marriage, or adoption. Only two (2) guests per unit shall be allowed in the recreational facilities at any given time.

31. RIGHT TO ENTER IN EMERGENCIES: In case of emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board, or any other person is authorized by it shall have the right to enter such dwelling for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate.

32. ROOF: No person shall be permitted upon the roof of any building without the prior consent of the Board.

33. **SOLICITATIONS:** There shall be no solicitation permitted by any persons anywhere in or about the condominium property for any cause; charity or for any purpose whatsoever, unless specifically authorized in advance by the Board.

34. **SERVICE PEOPLE:** No unit owner shall permit any service people, whether for purposes of maintenance, repair, replacement or improvement, to work in his unit before 8:00 A.M. or after 9:00 P.M., except in cases of emergencies.

35. **SIGNS:** No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside or inside of any unit so as to be visible from outside of the unit, or upon any portion or part of the common elements without the prior written consent of the Board.

36. **TRASH AND GARBAGE:** All refuse, waste, bottles, cans, garbage and trash shall be securely wrapped in plastic garbage bags and placed only in those containers and areas designed for such purpose.

37. **VEHICULAR AND PEDESTRIAN TRAFFIC:** All vehicular and pedestrian traffic being in and/or operating upon the condominium property shall at all times comply with the controlling governmental laws. All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by government al authorities and/or the Association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of 10 m.p.h.

38. **WHEEL VEHICLES:** No unit owner shall permit wheel vehicles, including but not limited to bicycles, mopeds, skateboards, carriages and shopping carts, to be used in a manner that would interfere with vehicular and pedestrian traffic upon the condominium property.

39. **WINDOW, DOOR AND BALCONY TREATMENTS:** No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the condominium buildings without the prior written consent of the Board. Terraces, balconies, porches or patios may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such terraces, balconies, porches or patios except with the prior written consent of the Board. No blinds, shades, screens, decorative panels, window or door coverings shall be attached to or hung or used in connection with any window or door in an unit, if affixed to the exterior of a unit, without the prior written consent of the Board. Window treatment shall consist of drapery, blinds, decorative panels or other tasteful materials, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after a unit owner or tenant first moves into a unit or when permanent window treatments are being cleaned or repaired. No windows shall be tinted and no tinted glass shall be installed, and no screening shall be replaced other than screening of the same material and color as originally exists, without the prior written consent of the Board.