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SECRET
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
AZALEA WOODS CONDOMINIUM ASSOCIATION, INC.

The undersigned by these Articles of Incorporation associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes and certify as follows:

ARTICLE I

Name

The name of the corporation shall be AZALEA WOODS CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the "Association".

ARTICLE II

Purpose

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act of the State of Florida for the operation of AZALEA WOODS CONDOMINIUM, to be located upon those certain lands in Pinellas County, Florida, legally described on Exhibit "A" attached hereto and made a part hereof under the heading DESCRIPTION OF LANDS INCLUDED IN PHASE I.

2.2 The condominium is a phase condominium and may be expanded to include additional land in subsequent phases II, III, IV, V, VI, VII and VIII, respectively, which are also described on Exhibit "A" attached hereto.

2.3 The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III

Power

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

3.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration as it may be amended from time to time, including, but not limited to, the following:

(a) To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the condominium.

(b) To use the proceeds of assessments in the exercise of the powers and duties.

(c) The maintenance, repair, replacement and operation of the condominium property, including easements.

(d) The purchase of insurance upon the condominium property and insurance for the protection of the association and its members as apartment owners.

(e) The reconstruction of improvements after casualty and the further improvement of the property.

(f) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective.

(g) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the regulations for the use of the property in the condominium.

(h) To contract for the management and maintenance of the condominium property and to authorize a management agent 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. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents 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.

(i) To employ personnel to perform the services required for proper operation of the condominium.

(j) To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

(k) To acquire by purchase or otherwise condominium parcels of the Condominium, subject nevertheless to the provisions of the Declaration and/or By-Laws relative thereto.

(l) To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.

(m) To enter into agreements with the Developer, other Condominium Associations, or any other legal entity for the maintenance, replacement or repair of properties of any used in common with others, such as, but not limited to, subdivision-type improvements.

3.3 All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

AZALEA WOODS CONDOMINIUM
PHASE I

ESTIMATED SCHEDULE OF COMMON EXPENSES

| EXPENSES OF THE ASSOCIATION | 6 UNITS | | 4 | 18,248.2 |
|-----------------------------|-------------|------------|-------------|------------|
| | ANNUAL | MONTHLY | | |
| Electric | 420.24 | 35.02 | 5.56 | 6.39 |
| Water, Sewer, Trash | 1,257.84 | 104.82 | 16.64 | 19.13 |
| Ground Care | 1,859.52 | 154.96 | 24.22 | 29.04 |
| Maintenance Building | 191.28 | 15.94 | 2.53 | 2.91 |
| Rec. Facility - Maintenance | 220.08 | 18.34 | 2.91 | 3.35 |
| Rec. Facility - Electric | 347.04 | 28.92 | 4.59 | 5.28 |
| Management Fee | 468.00 | 39.00 | 6.19 | 7.12 |
| Insurance | 167.04 | 13.92 | 2.21 | 2.54 |
| Office Expense | 21.60 | 1.80 | .29 | .33 |
| Legal - General | 38.88 | 3.24 | .51 | .59 |
| Filing Fee & Report | <u>3.60</u> | <u>.30</u> | <u>-.05</u> | <u>.05</u> |
| TOTAL ESTIMATED EXPENSES | 4,995.12 | 416.26 | 65.70 | 76.73 |

THE BOARD OF DIRECTORS HAS UNANIMOUSLY AGREED TO WAIVE THE ASSESSMENT FOR DEFERRED MAINTENANCE REFERENCED IN F.S. 718.112(k) IN NOT WAIVED, THE TOTAL ANNUAL ASSESSMENT FOR EACH UNIT WOULD BE AS FOLLOWS, WITH EACH UNIT OWNER PAYING IN ACCORDANCE WITH THEIR PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON EXPENSES:

PAINTING: \$541.67 - 3 year estimated life = \$180.57 per year per unit.
 ROOFING: \$1,230.90 - 15 year estimated life = \$ 82.06 per year per unit.
 PAVING: \$140.33 - 7 year estimated life = \$ 20.05 per year per unit.

THE ABOVE SCHEDULE OF COMMON EXPENSES DOES NOT INCLUDE AD VALOREM TAXES WHICH WILL BE SEPARATELY ASSESSED TO, AND PAYABLE BY, THE RESPECTIVE UNIT OWNERS.

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared JAMES P. EGNEW, ROBERT P. ADAMS, and KAREN L. RODRIGUEZ, after being first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of January, 1981.

Kathleen M. Grant
Notary Public

Notary Public, State Of Florida At Large
My Commission Expires Nov 11, 1984
Bonded by SAFECO Insurance Company of America

My Commission Expires



LEGAL DESCRIPTION

ALL LANDS TO BE INCLUDED IN PHASE 1

A tract of land lying in the Northeast 1/4 of Section 19, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 19; thence N 89°39'47" W along the North line of said Section 19, for 1264.88 feet; thence S 0°03'04" E along the westerly line of COUNTRYSIDE TRACT 5, as recorded in Plat Book 78, pages 57 and 58, of the Public Records of Pinellas County, Florida, for 468.00 feet, to the POINT OF BEGINNING of PHASE 1; thence continue S 0°03'04" E along said line, for 112.92 feet, to the intersection with the arc of a curve concave to the Northeast, said intersection having a radial bearing of S 11°31'54" E, to a point on the northerly right-of-way line of Northside Drive, as platted in COUNTRYSIDE TRACT 6 REPLAT, as recorded in Plat Book 78, pages 11 and 12, of the Public Records of Pinellas County, Florida; thence along said line and the arc of said curve having a radius of 3960.00 feet and a central angle of 0°28'06", for 32.38 feet, to a point of tangency; thence continue along said line N 78°00'00" W, for 419.49 feet; thence N 0°20'13" E, for 108.27 feet; thence S 78°00'00" E, for 248.34 feet, to the intersection with the arc of a curve concave to the Northeast, said intersection having a radial bearing of S 69°54'26" W; thence southeasterly along the arc of said curve having a radius of 77.00 feet and a central angle of 11°56'23", for 16.05 feet, to the point of reverse curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve having a radius of 97.00 feet and a central angle of 15°09'59", for 25.68 feet; thence N 89°56'56" E, for 180.73 feet, to the POINT OF BEGINNING of PHASE 1, and contains 1.03 acres. Subject to easements of record.

SUBJECT TO: Restrictions, conditions, limitations, and easements of record and applicable zoning ordinances, laws, and regulations, without reimposing any of the same.

U. S. HOME CORPORATION reserves and retains for itself, its employees, agents, invitees, successors, and assigns a non-exclusive easement for ingress and egress over and across all driveways, roadways, streets, sidewalks, walkways, etc.

EXHIBIT A

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LEGAL DESCRIPTION

ALL LANDS THAT MAY BE INCLUDED IN PHASE 2

A tract of land lying in the Northeast 1/4 of Section 19, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast 1/4 of said Section 19; thence N 89°39'47" W along the North line of said Section 19, for 1703.51 feet; thence S 0°20'13" W, for 253.00 feet, to the POINT OF BEGINNING of PHASE 2; thence S 0°20'13" W, for 236.69 feet, to a point on the northerly right-of-way line of Northside Drive, as platted in COUNTRYSIDE TRACT 6 REPLAT, as recorded in Plat Book 78, pages 11 and 12, of the Public Records of Pinellas County, Florida; thence along said line N 78°00'00" W, for 228.27 feet; thence continue along said line N 75°13'43" W, for 100.29 feet; thence N 0°00'49" W, for 115.41 feet; thence S 78°00'00" E, for 228.10 feet; thence N 0°20'13" E, for 96.25 feet; thence S 89°39'47" E, for 98.00 feet, to the POINT OF BEGINNING of PHASE 2, and contains 1.12 acres, more or less.

SUBJECT TO: Restrictions, conditions, limitations, and easements of record and applicable zoning ordinances, laws, and regulations, without reimposing any of the same.

U. S. HOME CORPORATION reserves and retains for itself, its employees, agents, invitees, successors, and assigns a non-exclusive easement for ingress and egress over and across all driveways, roadways, streets, sidewalks, walkways, etc.

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LEGAL DESCRIPTION

ALL LANDS THAT MAY BE INCLUDED IN PHASE 3

A tract of land lying in the Northeast 1/4 of Section 19, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 19; thence N 89°39'47" W along the North line of said Section 19, for 1703.51 feet, to the POINT OF BEGINNING of PHASE 3; thence S 0°20'13" W, for 253.00 feet; thence N 89°39'47" W, for 98.00 feet; thence S 0°20'13" W, for 96.25 feet; thence N 78°00'00" W, for 120.49 feet; thence N 0°20'13" E, for 209.89 feet; thence S 89°39'47" E, for 118.00 feet; thence N 0°20'13" E, for 115.00 feet; thence S 89°39'47" E, for 98.00 feet, to the POINT OF BEGINNING of PHASE 3, and contains 1.17 acres, more or less.

SUBJECT TO: Restrictions, conditions, limitations, and easements of record and applicable zoning ordinances, laws, and regulations, without reimposing any of the same.

U. S. HOME CORPORATION reserves and retains for itself, its employees, agents, invitees, successors, and assigns a non-exclusive easement for ingress and egress over and across all driveways, roadways, streets, sidewalks, walkways, etc.

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3024 HALL PEACOCK, PETERS & SMITH P.A. ATTORNEYS AT LAW, CLEARWATER, FLORIDA

LEGAL DESCRIPTION

ALL LANDS THAT MAY BE INCLUDED IN PHASE 4

A tract of land lying in the Northeast 1/4 of Section 19, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 19; thence N 89°39'47" W along the North line of said Section 19, for 1801.51 feet, to the POINT OF BEGINNING of PHASE 4; thence S 0°20'13" W, for 115.00 feet; thence N 89°39'47" W, for 224.54 feet; thence S 0°00'49" E, for 82.27 feet; thence S 89°59'11" W, for 103.00 feet; thence N 0°00'49" W, for 197.90 feet; thence S 89°39'47" E, for 328.25 feet, to the POINT OF BEGINNING of PHASE 4, and contains 1.06 acres, more or less.

SUBJECT TO: Restrictions, conditions, limitations, and easements of record and applicable zoning ordinances, laws, and regulations, without reimposing any of the same.

U. S. HOME CORPORATION reserves and retains for itself, its employees, agents, invitees, successors, and assigns a non-exclusive easement for ingress and egress over and across all driveways, roadways, streets, sidewalks, walkways, etc.

EXHIBIT A

LEGAL DESCRIPTION

ALL LANDS THAT MAY BE INCLUDED IN PHASE 5

A tract of land lying in the Northeast 1/4 of Section 19, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 19; thence N 89°39'47" W along the North line of said Section 19, for 2129.76 feet; thence S 0°00'49" E, for 197.90 feet, to the POINT OF BEGINNING of PHASE 5; thence N 89°59'11" E, for 103.00 feet; thence N 0°00'49" W, for 82.27 feet; thence S 89°39'47" E, for 106.54 feet; thence S 0°20'13" W, for 209.89 feet; thence N 78°00'00" W, for 107.61 feet; thence S 0°00'49" E, for 115.41 feet, to a point on the northerly right-of-way line of Northside Drive, as platted in COUNTRYSIDE TRACT 6 REPLAT, as recorded in Plat Book 78, pages 11 and 12, of the Public Records of Pinellas County, Florida; thence along said line N 75°13'43" W, for 106.53 feet; thence N 0°00'49" W, for 194.09 feet, to the POINT OF BEGINNING of PHASE 5, and contains 0.98 acres, more or less. Subject to easements of record.

SUBJECT TO: Restrictions, conditions, limitations, and easements of record and applicable zoning ordinances, laws, and regulations, without reimposing any of the same.

U. S. HOME CORPORATION reserves and retains for itself, its employees, agents, invitees, successors, and assigns a non-exclusive easement for ingress and egress over and across all driveways, roadways, streets, sidewalks, walkways, etc.

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LEGAL DESCRIPTION

ALL LANDS THAT MAY BE INCLUDED IN PHASE 6

A tract of land lying in the Northeast 1/4 of Section 19, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 19; thence N 89°39'47" W along the North line of said Section 19, for 1467.88 feet, to the POINT OF BEGINNING of PHASE 6; thence S 0°03'04" E, for 238.01 feet; thence N 89°39'47" W, for 237.24 feet; thence N 0°20'13" E, for 238.00 feet; thence S 89°39'47" E along the North line of said Section 19, for 235.63 feet, to the POINT OF BEGINNING of PHASE 6, and contains 1.29 acres, more or less.

SUBJECT TO: Restrictions, conditions, limitations, and easements of record and applicable zoning ordinances, laws, and regulations, without reimposing any of the same.

U. S. HOME CORPORATION reserves and retains for itself, its employees, agents, invitees, successors, and assigns a non-exclusive easement for ingress and egress over and across all driveways, roadways, streets, sidewalks, walkways, etc.

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LEGAL DESCRIPTION

ALL LANDS THAT MAY BE INCLUDED IN PHASE 7

A tract of land lying in the Northeast 1/4 of Section 19, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 19; thence N 89°39'47" W along the North line of said Section 19, for 1264.88 feet, to the POINT OF BEGINNING of PHASE 7; thence S 0°03'04" E, for 340.19 feet; thence S 89°56'56" W, for 203.00 feet; thence N 0°03'04" W, for 341.56 feet; thence S 89°39'47" E, for 203.00 feet, to the POINT OF BEGINNING of PHASE 7, and contains 1.59 acres, more or less. Subject to easements of record.

SUBJECT TO: Restrictions, conditions, limitations, and easements of record and applicable zoning ordinances, laws, and regulations, without reimposing any of the same.

U. S. HOME CORPORATION reserves and retains for itself, its employees, agents, invitees, successors, and assigns a non-exclusive easement for ingress and egress over and across all driveways, roadways, streets, sidewalks, walkways, etc.

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LEGAL DESCRIPTION - ALL LANDS THAT MAY BE INCLUDED IN PHASE 8
PHASE 8 is comprised of the following two parcels:

PARCEL 1

A tract of land lying in the Northeast 1/4 of Section 19, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:
Commence at the Northeast corner of said Section 19; thence N 89°39'47" W along the North side of said Section 19, for 1467.88 feet; thence S 0°03'04" E, for 238.01 feet, to the POINT OF BEGINNING of PHASE 8, PARCEL 1; thence S 0°03'04" E, for 98.00 feet; thence N 89°39'47" W, for 167.26 feet; thence S 12°00'00" W, for 58.76 feet; thence N 78°00'00" W, for 60.00 feet; thence N 0°20'13" E, for 143.42 feet; thence S 89°39'47" E, for 237.24 feet, to the POINT OF BEGINNING of PHASE 8, PARCEL 1, and containing 0.58 acres, more or less.

ALSO:

PARCEL 2

A tract of land lying in the Northeast 1/4 of Section 19, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:
Commence at the Northeast corner of said Section 19; thence N 89°39'47" W along the North side of said Section 19, for 1264.88 feet; thence S 0°03'04" E, for 340.19 feet, to the POINT OF BEGINNING of PHASE 8, PARCEL 2; thence S 0°03'04" E, for 127.81 feet; thence S 89°56'56" W, for 180.73 feet, to the intersection with the arc of a curve concave to the Southwest, said intersection having a radial bearing of N 73°08'02" E; thence northwesterly along the arc of a curve having a radius of 97.00 feet and a central angle of 15°09'59", for 25.68 feet, to the joint of reverse curvature of a curve concave to the Northeast; thence northwesterly along the arc of said curve having a radius of 77.00 feet and a central angle of 31°58'53", for 100.00 feet; thence N 0°03'04" W, for 63.71 feet; thence N 89°56'56" E, for 203.00 feet, to the POINT OF BEGINNING of PHASE 8, PARCEL 2, and containing 0.61 acres, more or less.

The total acreage of PHASE 8 is 1.19 acres. Subject to easements of record.

SUBJECT TO: Restrictions, conditions, limitations, and easements of record and applicable zoning ordinances, laws, and regulations, without reimposing any of the same.

J. S. HOME CORPORATION reserves and retains for itself, its employees, agents, invitees, successors, and assigns a non-exclusive easement for ingress and egress over and across all driveways, roadways, streets, sidewalks, walkways, etc.

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EXHIBIT A

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GOZA HALL PEACOCK, PETERS & SMITH, P.A., ATTORNEYS AT LAW, CLEARWATER, FLORIDA

EXHIBIT 4
BY-LAWS

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(b) Any legal entity, upon acquiring title to a condominium parcel, shall ipso facto become a member of the Association; and upon the conveyance or transfer of said ownership, said owner's membership in the Association shall ipso facto cease.

Section 2. Place of Meeting. Meetings of the membership shall be held at the principal office or place of business of the Association, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall not be held until the control of the corporation shall have been transferred from Developer to the unit owners as provided in Section 24 hereof, or until Developer has elected to terminate its control of the condominium, whichever shall first occur. Notwithstanding anything contained herein to the contrary, the Developer, in its sole discretion, may hold the first annual meeting of the Association prior to the time the majority of directors elected by the unit owners actually take office, for the purpose of providing a time period for the Developer to introduce and orient the new directors to the operation and management of the Association. Thereafter, the annual meetings of the association shall be held on the third Tuesday of February of each succeeding year. At the annual meeting the members may transact such business of the Association as may properly come before them. The time of all meetings shall be set by the Directors, and the Directors by majority vote may change the date of the annual meeting.

Section 4. Special Meetings. Special meetings of the members may be called by the President and shall be called by the President or Secretary at the request in writing of the Board of Directors or at the request in writing of ten (10) percent of the members, such requests shall state the purpose or purposes of the proposed meeting.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears in the membership book of the association, or if no such address appears, at his last known place of address, at least fourteen (14) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Majority of Owners. As used in these By-Laws, the term "majority of owners" shall mean owners having the right to vote 50% plus 1 of the authorized votes at the time of taking any vote.

Section 7. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners", as defined in Section 6 of this Article, shall constitute a quorum.

Section 8. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person, or by proxy, may adjourn the meeting to a time no later than ten (10) days from the time the original meeting was called and hold the meeting adjourned, without additional notice, provided that a quorum can be obtained for such meeting.

Section 9. Voting. At every meeting of the members, the owner or owners of each unit, either in person or by proxy, shall have the right to cast one vote, as set forth in the Declaration. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute, or of the Declaration of Condominium, or of the Articles of Incorporation, or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control.

Section 10. Proxies. A member may appoint any other member as a proxy. All proxies must be filed with the secretary at any meeting or meetings for which the proxy was given before the proxy may vote.

Section 11. Order of Business. The order of business at all annual or special meetings of the members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of the minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of officers (if election to be held).
- (g) Unfinished business.
- (h) New business.

ARTICLE IV

Administration

Section 1. Number and Qualification. The number of directors that shall constitute the Board shall be not less than three (3) until such time as Developer's control of the condominium is terminated as provided herein. Thereafter, and at the first meeting of the members, the members shall elect five (5) directors. The initial directors shall not be members of the Association.

Section 2. Directors - Election. Directors shall be elected by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast at the annual meeting of the Association. Each member shall be entitled to vote for as many nominees as there are vacancies to be filled.

Section 3. Recall and Removal of Directors. Any Director that the unit owners other than the Developer are entitled to elect may be recalled and removed from office with or without cause by the vote of a majority of all unit owners at a special meeting of the members called for that purpose. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. The vacancy or vacancies in the Board of Directors so created shall be filled by the

members of the Association at the same special meeting.

Section 4. Filling of Vacancies. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

Section 5.

A. Term of Initial Unit Owner Directors. The term of the three (3) initial unit owner Directors receiving the highest number of votes at the first annual meeting of the members shall be for two (2) years. The other two (2) unit owner Directors elected at that meeting shall have a term of one (1) year. The terms of the Directors, as described in this paragraph A, shall continue until a Director's successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

B. Term of Director. The term of each Director's service, after the initial unit owner Board of Directors, shall be for two (2) years, or until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

Section 6. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by the Declaration, the Articles of Incorporation of the Condominium Association, the Condominium Act, or these By-Laws directed to be exercised and done by the members or officers. The powers of the Board shall include, but not be limited to, the following:

(a) All powers and duties of the Condominium as set forth in the Condominium Act and in the Articles of Incorporation of the Association, except as limited as provided above.

(b) To prepare and adopt an annual operating budget, which budget shall be sufficient in amount to pay for all necessary expenses and expenditures to be shared in common by the respective owners of units, and including a reasonable reserve for repairs, upkeep and replacement of the common elements and for contingencies.

(c) To prepare a detailed report of the acts, accounts and statements of income and expense for the previous year, and present same at the annual meeting of members.

(d) To determine who will act as legal counsel for the Association whenever necessary.

(e) To determine the depository for the funds of the Association.

(f) To acquire the necessary personnel needed for the maintenance, care and upkeep of the common elements, and set the salaries of said personnel.

(g) Assess and collect all assessments pursuant to the Condominium Act and the Declaration of Condominium.

Section 7. Management Agent. The Board of Directors may contract for the management and maintenance of the condominium property and authorize a management agent 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. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents 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.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid a Director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 9. Organization Meeting. The first meeting of the Board of Directors shall be held within ten (10) days after the annual members' meeting, at such place as shall be fixed by the Board and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing all of the Board of Directors shall be present in person or by proxy.

Section 10. Regular Meeting. Regular meetings of the Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice, on the written request of at least two Directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Fidelity Bonds. All officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The

premiums on such bonds shall be paid by the Association.

Section 15. Designation of Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary.

Section 16. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 17. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 18. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association.

Section 19. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 20. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors, and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct and he shall, in general, perform all the duties incident to the office of Secretary.

Section 21. Treasurer. The Treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 22. Voting by Written Instrument. The Directors may poll the unit owners in writing on any matters on which the unit owners are, or would be, authorized to vote on at the annual meeting or special meeting called for such purpose and the written vote of the members shall determine any such matter based upon the same number of votes as would be required for the passage or defeat of such matter as is provided in the Declaration of Condominium or these By-Laws, or in the absence of a specific provision, the Condominium Act.

Section 23. Amendment to By-Laws. These By-Laws may be amended by a vote of a majority of the unit owners present and voting at any regular or special meeting duly called and noticed in accordance with the provisions of Section 5 hereof.

AZALEA WOODS CONDOMINIUM
PHASES I & II

ESTIMATED SCHEDULE OF COMMON EXPENSES

| | <u>18</u> | <u>UNITS</u> | <u>MONTHLY</u> | <u>12</u> | <u>6</u> |
|-----------------------------|---------------|--------------|----------------|---------------|---------------|
| | <u>ANNUAL</u> | | | <u>5.2920</u> | <u>6.0827</u> |
| EXPENSES OF THE ASSOCIATION | | | | | |
| Electric | 1,260.72 | | 105.06 | 5.56 | 6.39 |
| Water, Sewer, Trash | 3,773.52 | | 314.46 | 16.64 | 19.13 |
| Ground Care | 5,578.56 | | 464.88 | 24.22 | 29.04 |
| Maintenance Building | 573.84 | | 47.82 | 2.53 | 2.91 |
| Rec. Facility - Maintenance | 660.24 | | 55.02 | 2.91 | 3.35 |
| Rec. Facility - Electric | 1,041.12 | | 86.76 | 4.59 | 5.28 |
| Management Fee | 1,404.00 | | 117.00 | 6.19 | 7.12 |
| Insurance | 501.12 | | 41.76 | 2.21 | 2.54 |
| Office Expense | 65.52 | | 5.46 | .29 | .33 |
| Legal - General | 115.92 | | 9.66 | .51 | .59 |
| Filing Fee & report | <u>10.80</u> | | <u>.90</u> | <u>.05</u> | <u>.05</u> |
| TOTAL ESTIMATED EXPENSES | 14,985.36 | | 1,248.78 | 65.70 | 76.73 |

THE BOARD OF DIRECTORS HAS UNANIMOUSLY AGREED TO WAIVE THE ASSESSMENT FOR DEFERRED MAINTENANCE REFERENCED IN F.S. 718.112(K). IN NOT WAIVED, THE TOTAL ANNUAL ASSESSMENT FOR EACH UNIT WOULD BE AS FOLLOWS, WITH EACH UNIT OWNER PAYING IN ACCORDANCE WITH THEIR PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON EXPENSES:

PAINTING: \$541.67 - 3 year estimated life = \$180.57 per year per unit.
 ROOFING: \$1,230.90 - 15 year estimated life = \$ 82.06 per year per unit.
 PAVING: \$140.33 - 7 year estimated life = \$ 20.05 per year per unit.

THE ABOVE SCHEDULE OF COMMON EXPENSES DOES NOT INCLUDE AD VALOREM TAXES WHICH WILL BE SEPARATELY ASSESSED TO, AND PAYABLE BY, THE RESPECTIVE UNIT OWNERS.

AZALEA WOODS CONDOMINIUM
PHASE III

ESTIMATED SCHEDULE OF COMMON EXPENSES

| EXPENSES OF THE ASSOCIATION | 34 UNITS | | | | |
|-----------------------------|-----------|----------|-------|-------|-------|
| | ANNUAL | MONTHLY | 4 | 20 | 10 |
| Electric | 2,319.12 | 193.26 | 4.54 | 5.56 | 6.39 |
| Water, Sewer, Trash | 6,912.72 | 576.06 | 12.99 | 16.64 | 19.13 |
| Ground Care | 10,149.60 | 845.80 | 17.75 | 24.22 | 29.04 |
| Maintenance Building | 1,050.48 | 87.54 | 1.96 | 2.53 | 2.91 |
| Rec. Facility - Maintenance | 1,209.36 | 100.78 | 2.27 | 2.91 | 3.35 |
| Rec. Facility - Electric | 1,882.56 | 156.88 | 3.57 | 4.59 | 5.28 |
| Management Fee | 2,571.36 | 214.28 | 4.82 | 6.19 | 7.12 |
| Insurance | 917.76 | 76.48 | 1.72 | 2.21 | 2.54 |
| Office Expense | 120.24 | 10.02 | .23 | .29 | .33 |
| Legal - General | 212.40 | 17.70 | .40 | .51 | .59 |
| Filing fee & Reports | 19.92 | 1.66 | .04 | .05 | .05 |
| TOTAL ESTIMATED EXPENSES | 27,365.52 | 2,280.46 | 50.29 | 65.70 | 76.73 |

THE BOARD OF DIRECTORS HAS UNANIMOUSLY AGREED TO WAIVE THE ASSESSMENT FOR DEFERRED MAINTENANCE REFERENCED IN F.S. 718.112(K) IN NOT WAIVED, THE TOTAL ANNUAL ASSESSMENT FOR EACH UNIT WOULD BE AS FOLLOWS, WITH EACH UNIT OWNER PAYING IN ACCORDANCE WITH THEIR PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON EXPENSES:

PAINTING: \$541.67 - 3 year estimated life = \$180.57 per year per unit.
 ROOFING: \$1,230.90 - 15 year estimated life = \$ 82.06 per year per unit.
 PAVING: \$140.33 - 7 year estimated life = \$ 20.05 per year per unit.

THE ABOVE SCHEDULE OF COMMON EXPENSES DOES NOT INCLUDE AD VALOREM TAXES WHICH WILL BE SEPARATELY ASSESSED TO, AND PAYABLE BY, THE RESPECTIVE UNIT OWNERS.

AZALEA WOODS CONDOMINIUM
PHASES I - II - III - IV

ESTIMATED SCHEDULE OF COMMON EXPENSES

| | <u>ANNUAL</u> | <u>46 UNITS</u> <u>MONTHLY</u> | <u>4</u> | <u>28</u> | <u>14</u> |
|-----------------------------|---------------|-----------------------------------|------------|------------|------------|
| EXPENSES OF THE ASSOCIATION | | | | | |
| Electric | 3,160.08 | 263.44 | 4.54 | 5.56 | 6.39 |
| Water, Sewer, Trash | 9,428.40 | 785.70 | 12.99 | 16.64 | 19.13 |
| Ground Care | 13,591.20 | 1,132.60 | 17.75 | 24.22 | 29.04 |
| Maintenance Building | 1,433.48 | 119.46 | 1.96 | 2.53 | 2.91 |
| Rec. Facility - Maintenance | 1,650.04 | 137.50 | 2.27 | 2.91 | 3.35 |
| Rec. Facility - Electric | 2,576.52 | 214.71 | 3.57 | 4.59 | 5.28 |
| Management Fee | 3,507.36 | 292.28 | 4.82 | 6.19 | 7.12 |
| Insurance | 1,252.08 | 104.34 | 1.72 | 2.21 | 2.54 |
| Office Expense | 163.44 | 13.62 | .23 | .29 | .33 |
| Legal - General | 290.16 | 24.18 | .40 | .51 | .59 |
| Filing Fee & Reports | <u>27.12</u> | <u>2.26</u> | <u>.04</u> | <u>.05</u> | <u>.05</u> |
| TOTAL ESTIMATED EXPENSES | 37,079.88 | 3,089.99 | 50.29 | 65.70 | 76.73 |

THE BOARD OF DIRECTORS HAS UNANIMOUSLY AGREED TO WAIVE THE ASSESSMENT FOR DEFERRED MAINTENANCE REFERENCED IN F.S. 718.112(K). IN NOT WAIVED, THE TOTAL ANNUAL ASSESSMENT FOR EACH UNIT WOULD BE AS FOLLOWS, WITH EACH UNIT OWNER PAYING IN ACCORDANCE WITH THEIR PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON EXPENSES:

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 ROOFING: \$1,230.90 - 15 year estimated life = \$ 82.06 per year per unit.
 PAVING: \$140.33 - 7 year estimated life = \$ 20.05 per year per unit.

THE ABOVE SCHEDULE OF COMMON EXPENSES DOES NOT INCLUDE AD VALOREM TAXES WHICH WILL BE SEPARATELY ASSESSED TO, AND PAYABLE BY, THE RESPECTIVE UNIT OWNERS.

AZALEA WOODS CONDOMINIUM
 PHASES I THRU V
ESTIMATED SCHEDULE OF COMMON EXPENSES

| | 58 UNITS | 4 | 36 | 18 |
|-----------------------------|---------------|----------------|---------------|---------------|
| | <u>ANNUAL</u> | <u>MONTHLY</u> | <u>1.2702</u> | <u>1.6744</u> |
| EXPENSES OF THE ASSOCIATION | | | | |
| Electric | 4,001.04 | 333.42 | 4.54 | 5.56 |
| Water, Sewer, Trash | 11,944.08 | 995.34 | 12.99 | 16.64 |
| Ground Care | 17,032.80 | 1,419.40 | 17.75 | 24.22 |
| Maintenance Building | 1,816.56 | 151.38 | 1.96 | 2.53 |
| Rec. Facility - Maintenance | 2,090.64 | 174.22 | 2.27 | 2.91 |
| Rec. Facility - Electric | 3,270.48 | 272.54 | 3.57 | 4.59 |
| Management Fee | 4,443.36 | 370.28 | 4.82 | 6.19 |
| Insurance | 1,586.40 | 132.20 | 1.72 | 2.21 |
| Office Expense | 206.64 | 17.22 | .23 | .29 |
| Legal - General | 367.92 | 30.66 | .40 | .51 |
| Filing Fee & Reports | <u>34.32</u> | <u>2.86</u> | <u>.04</u> | <u>.05</u> |
| TOTAL ESTIMATED EXPENSES | 46,794.24 | 3,899.52 | 50.29 | 65.70 |
| | | | | <u>76.73</u> |

THE BOARD OF DIRECTORS HAS UNANIMOUSLY AGREED TO WAIVE THE ASSESSMENT FOR DEFERRED MAINTENANCE REFERENCED IN F.S. 718.112(K) IN NOT WAIVED, THE TOTAL ANNUAL ASSESSMENT FOR EACH UNIT WOULD BE AS FOLLOWS, WITH EACH UNIT OWNER PAYING IN ACCORDANCE WITH THEIR PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON EXPENSES:

PAINTING: \$541.67 - 3 year estimated life = \$180.57 per year per unit.
 ROOFING: \$1,230.90 - 15 year estimated life = \$ 82.06 per year per unit.
 PAVING: \$140.33 - 7 year estimated life = \$ 20.05 per year per unit.

THE ABOVE SCHEDULE OF COMMON EXPENSES DOES NOT INCLUDE AD VALOREM TAXES WHICH WILL BE SEPARATELY ASSESSED TO, AND PAYABLE BY, THE RESPECTIVE UNIT OWNERS.

AZALEA WOODS CONDOMINIUM
PHASES I THRU VI

ESTIMATED SCHEDULE OF COMMON EXPENSES

| | 74 UNITS | | 8 UNITS | | 44 UNITS | | 22 UNITS | |
|-----------------------------|------------------|-----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| | <u>ANNUAL</u> | <u>MONTHLY</u> | <u>ANNUAL</u> | <u>MONTHLY</u> | <u>ANNUAL</u> | <u>MONTHLY</u> | <u>ANNUAL</u> | <u>MONTHLY</u> |
| EXPENSES OF THE ASSOCIATION | | | | | | | | |
| Electric | 5,122.44 | 426.87 | 4.54 | 12.99 | 5.56 | 16.64 | 6.39 | 19.13 |
| Water, Sewer, Trash | 15,298.32 | 1,274.86 | 12.99 | 17.75 | 16.64 | 24.22 | 29.04 | 29.04 |
| Ground Care | 21,621.60 | 1,801.80 | 17.75 | 1.96 | 24.22 | 2.53 | 2.91 | 2.91 |
| Maintenance Building | 2,327.28 | 193.94 | 1.96 | 2.27 | 2.53 | 2.91 | 3.35 | 3.35 |
| Rec. Facility - Maintenance | 2,678.16 | 223.18 | 2.27 | 3.57 | 4.59 | 6.19 | 7.12 | 7.12 |
| Rec. Facility - Electric | 4,195.92 | 349.66 | 3.57 | 4.82 | 6.19 | 2.21 | 2.54 | 2.54 |
| Management Fee | 5,691.36 | 474.28 | 4.82 | 1.72 | 2.21 | .29 | .33 | .33 |
| Insurance | 2,031.84 | 169.32 | 1.72 | .23 | .29 | .51 | .59 | .59 |
| Office Expense | 264.24 | 22.02 | .23 | .40 | .51 | .05 | .05 | .05 |
| Legal - General | 471.60 | 39.30 | .40 | .04 | .05 | .76 | .73 | .73 |
| Filing Fee & Reports | 3.92 | 3.66 | .04 | 50.29 | 65.70 | 76.73 | 76.73 | 76.73 |
| TOTAL ESTIMATED EXPENSES | <u>59,746.68</u> | <u>4,978.89</u> | <u>1,006.7</u> | <u>1,327.0</u> | <u>1,525.4</u> | <u>1,525.4</u> | <u>1,525.4</u> | <u>1,525.4</u> |

THE BOARD OF DIRECTORS HAS UNANIMOUSLY AGREED TO WAIVE THE ASSESSMENT FOR DEFERRED MAINTENANCE REFERENCED IN F.S. 718.112(k). IN NOT WAIVED, THE TOTAL ANNUAL ASSESSMENT FOR EACH UNIT WOULD BE AS FOLLOWS, WITH EACH UNIT OWNER PAYING IN ACCORDANCE WITH THEIR PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON EXPENSES:

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 ROOFING: \$1,230.90 - 15 year estimated life = \$ 82.06 per year per unit.
 PAVING: \$140.33 - 7 year estimated life = \$ 20.05 per year per unit.

THE ABOVE SCHEDULE OF COMMON EXPENSES DOES NOT INCLUDE AD VALOREM TAXES WHICH WILL BE SEPARATELY ASSESSED TO, AND PAYABLE BY, THE RESPECTIVE UNIT OWNERS.

AZALEA WOODS CONDOMINIUM
PHASES I THRU VII
ESTIMATED SCHEDULE OF COMMON EXPENSES

| EXPENSES OF THE ASSOCIATION | 86 UNITS | | 26 | |
|-----------------------------|--------------|-------------|------------|------------|
| | ANNUAL | MONTHLY | 52 | 26 |
| Electric | 5,963.40 | 496.95 | 4.54 | 6.39 |
| Water, Sewer, Trash | 17,814.00 | 1,484.50 | 12.99 | 19.13 |
| Ground Care | 25,063.20 | 2,088.60 | 17.75 | 29.04 |
| Maintenance Building | 2,710.32 | 225.86 | 1.96 | 2.91 |
| Rec. Facility - Maintenance | 3,118.80 | 259.90 | 2.27 | 3.35 |
| Rec. Facility - Electric | 4,889.88 | 407.49 | 3.57 | 5.28 |
| Management Fee | 6,627.36 | 552.28 | 4.82 | 7.12 |
| Insurance | 2,366.16 | 197.18 | 1.72 | 2.54 |
| Office Expense | 307.44 | 25.62 | .23 | .33 |
| Legal - General | 549.36 | 45.78 | .40 | .59 |
| Filing Fee & Reports | <u>51.12</u> | <u>4.26</u> | <u>.04</u> | <u>.05</u> |
| TOTAL ESTIMATED EXPENSES | 69,461.04 | 5,788.42 | 50.29 | 76.73 |

THE BOARD OF DIRECTORS HAS UNANIMOUSLY AGREED TO WAIVE THE ASSESSMENT FOR DEFERRED MAINTENANCE REFERENCED IN F.S. 718.112(K). IN NOT WAIVED, THE TOTAL ANNUAL ASSESSMENT FOR EACH UNIT WOULD BE AS FOLLOWS, WITH EACH UNIT OWNER PAYING IN ACCORDANCE WITH THEIR PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON EXPENSES:

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 ROOFING: \$1,230.90 - 15 year estimated life = \$ 82.06 per year per unit.
 PAVING: \$140.33 - 7 year estimated life = \$ 20.05 per year per unit.

THE ABOVE SCHEDULE OF COMMON EXPENSES DOES NOT INCLUDE AD VALOREM TAXES WHICH WILL BE SEPARATELY ASSESSED TO, AND PAYABLE BY, THE RESPECTIVE UNIT OWNERS.

AZALEA WOODS CONDOMINIUM
PHASES I THRU VIII

ESTIMATED SCHEDULE OF COMMON EXPENSES

| EXPENSES OF THE ASSOCIATION | 98 UNITS | | 10 | 58 | 30 |
|-----------------------------|--------------|-------------|------------|------------|------------|
| | ANNUAL | MONTHLY | | | |
| Electric | 6,804.36 | 567.03 | 4.54 | 5.56 | 6.39 |
| Water, Sewer, Trash | 20,329.68 | 1,694.14 | 12.99 | 16.64 | 19.13 |
| Ground Care | 28,504.80 | 2,375.40 | 17.75 | 24.22 | 29.04 |
| Maintenance Building | 3,093.36 | 257.78 | 1.96 | 2.53 | 2.91 |
| Rec. Facility - Maintenance | 3,559.44 | 296.62 | 2.27 | 2.91 | 3.35 |
| Rec. Facility - Electric | 5,583.84 | 465.32 | 3.57 | 4.59 | 5.28 |
| Management Fee | 7,563.36 | 630.28 | 4.82 | 6.19 | 7.12 |
| Insurance | 2,700.48 | 225.04 | 1.72 | 2.21 | 2.54 |
| Office Expense | 350.64 | 29.22 | .23 | .29 | .33 |
| Legal - General | 627.12 | 52.26 | .40 | .51 | .59 |
| Filing Fee & Reports | <u>58.32</u> | <u>4.86</u> | <u>.04</u> | <u>.05</u> | <u>.05</u> |
| TOTAL ESTIMATED EXPENSES | 79,175.40 | 6,597.95 | 50.29 | 65.70 | 76.73 |

THE BOARD OF DIRECTORS HAS UNANIMOUSLY AGREED TO WAIVE THE ASSESSMENT FOR DEFERRED MAINTENANCE REFERENCED IN F.S. 718.112(K). IN NOT WAIVED, THE TOTAL ANNUAL ASSESSMENT FOR EACH UNIT WOULD BE AS FOLLOWS, WITH EACH UNIT OWNER PAYING IN ACCORDANCE WITH THEIR PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON EXPENSES:

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 ROOFING: \$1,230.90 - 15 year estimated life = \$ 82.06 per year per unit.
 PAVING: \$140.33 - 7 year estimated life = \$ 20.05 per year per unit.

THE ABOVE SCHEDULE OF COMMON EXPENSES DOES NOT INCLUDE AD VALOREM TAXES WHICH WILL BE SEPARATELY ASSESSED TO, AND PAYABLE BY, THE RESPECTIVE UNIT OWNERS.

AZALEA WOODS CONDOMINIUM
SALES AGREEMENT

AGREEMENT made this _____ day of _____, 19____,
by and between U. S. HOME CORPORATION, CLEARWATER DIVISION,
("Seller"), and _____,
whose address is _____,
phone _____, ("Buyer").

ORAL 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 718.503, FLORIDA STATUTES, TO
BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

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

In consideration of the terms and conditions hereafter set
forth, Seller agrees to sell, and Buyer agrees to purchase, the
following-described property ("Property") located in Pinellas
County, Florida:

That certain condominium parcel composed of Unit
No. _____, and an undivided _____%
interest in the common elements appurtenant thereto
in accordance with, and subject to, the covenants,
conditions, restrictions, easements, terms and other
provisions of the Declaration of Condominium of
AZALEA WOODS CONDOMINIUM.

1. PURCHASE PRICE. The total purchase price shall be
\$ _____, payable as follows:

| | |
|--|----------|
| (a) Earnest money deposit this date | \$ _____ |
| (b) Loan to be obtained | \$ _____ |
| (c) Balance due at closing | \$ _____ |
| TOTAL PURCHASE PRICE | \$ _____ |

Buyer agrees to apply for the mortgage loan within
three (3) days from the date hereof.

2. CLOSING. Subject to Paragraph 3 of this contract, this
sale shall close on or before five (5) days after the date
Buyer's unit is ready for occupancy as specified by Seller, or
the date all conditions of this Agreement have been met, which-
ever is later, the exact time and place of closing to be desig-
nated by Seller. If closing has not occurred by the _____ day
of _____, 19____, due to Seller's inability to deliver
the Property ready for occupancy, Buyer's exclusive remedy
shall be the right to cancel this Agreement and receive a
return of all moneys paid.

3. THIS 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 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 FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. If Buyer exercises his right to void this Agreement, all deposits made hereunder by Buyer shall be refunded.

4. WARRANTY DEED; TITLE TO PROPERTY. Seller will convey title to the Property by warranty deed, subject to taxes and assessments for the current year, easements and restrictions of record, zoning and other requirements of governmental authority, and the covenants, conditions, restrictions, easements, terms and other provisions of the Declaration of Condominium of AZALEA WOODS CONDOMINIUM.

5. TITLE INSURANCE. Seller shall provide an affidavit of no liens at closing and, following closing, an owner's title insurance policy.

6. CLOSING COSTS; PRORATIONS. Seller shall pay for documentary stamps and surtax due on the warranty deed. Buyer shall pay homeowner's insurance, credit report fee and warranty deed recording fee. _____ shall pay for _____ of all other closing costs incurred in connection with securing a loan. Taxes and assessments will be prorated as of closing.

7. SUBSTITUTION. Seller shall have the right, at its discretion and without notice to or approval by Buyer, to substitute materials and equipment used in the construction of the Property, provided such substitutions are of comparable quality and value.

8. DEFAULT. Subject to paragraph 3 above: if Buyer does not receive a mortgage loan commitment as described in paragraph 1 within forty-five (45) days from the date of this Agreement, all moneys paid to Seller by Buyer shall be returned and all rights hereunder shall terminate; if Buyer shall otherwise fail to perform as required by this Agreement, all amounts paid by Buyer under this Agreement shall be retained by Seller as reasonable and agreed damages and the obligations of both parties shall terminate. If Seller shall default under this Agreement, Buyer shall have the exclusive remedy of canceling this Agreement and receiving a return of all amounts paid.

9. WARRANTIES. Section 718.203 of the Florida Condominium Act sets forth implied warranties that run to the Buyer from the Seller, contractor, subcontractors, and suppliers. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL ECONOMIC LOSS OR PROPERTY DAMAGE.

10. ESCROW AGENT. Seller has established an escrow account with Lawyers Title Insurance Corporation, Suite 500, One Countryside Office Park, Clearwater, Florida 33519, as escrow agent, for holding Buyer's payment of up to ten percent (10%) of the purchase price, as required by Section 718.202 of the Condominium Act. Upon request, Buyer may obtain a receipt for his payment from the escrow agent.

11. MISCELLANEOUS. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, whether written or oral. This Agreement may only be modified by a written addendum signed by both parties. Buyer shall be entitled to possession upon closing.

12. RECEIPT OF CONDOMINIUM DOCUMENTS. Copies of the complete plans and specifications of Buyer's unit and of the

improvements to the common elements are available for inspection at the condominium site. Buyer acknowledges receipt of the sales brochure and the bound volume containing the Prospectus, with Exhibits ____ through ____.

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

U. S. HOME CORPORATION
CLEARWATER DIVISION

By: _____
Sales Representative

Buyer

Buyer

PLOT PLAN

PROSPECTUS EXHIBIT 7
PLOT PLAN

GOZA, HALL, PEACOCK, PETERS & SMITH, P.A., ATTORNEYS AT LAW, CLEARWATER, FLORIDA

Unit No. _____

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: AZALEA WOODS CONDOMINIUM.

Address of Condominium: Unit No. _____, _____

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

| <u>ITEM</u> | <u>RECEIVED</u> |
|---|------------------------|
| <u>Prospectus Text</u> | |
| <u>Declaration of Condominium</u> | |
| <u>Articles of Incorporation</u> | |
| <u>By-Laws</u> | |
| <u>Estimated Operating Budget</u> | |
| <u>Form of Agreement for Sale or Lease</u> | |
| <u>Rules and Regulations</u> | |
| <u>Covenants and Restrictions</u> | <u>See Declaration</u> |
| <u>Ground Lease</u> | <u>Not Applicable</u> |
| <u>Management and Maintenance Contracts for More Than One Year</u> | <u>Not Applicable</u> |
| <u>Renewable Management Contracts</u> | <u>Not Applicable</u> |
| <u>Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominiums</u> | <u>Not Applicable</u> |
| <u>Form of Unit Lease if a Leasehold</u> | <u>Not Applicable</u> |
| <u>Declaration of Servitude</u> | <u>Not Applicable</u> |
| <u>Sales Brochures</u> | |
| <u>Phase Development Description</u> | |
| <u>Lease of Recreational and Other Facilities to be Used by Unit Owners With Other Condominiums</u> | <u>Not Applicable</u> |
| <u>Description of Management for Single Management of Multiple Condominiums</u> | <u>Not Applicable</u> |
| <u>Conversion Inspection Report</u> | <u>Not Applicable</u> |

PROSPECTUS EXHIBIT 8
RECEIPT

| | |
|---|-----------------------|
| <u>Conversion Termite Inspection Report</u> | <u>Not Applicable</u> |
| <u>Plot Plan</u> | |
| <u>Floor Plan</u> | <u>Not Applicable</u> |
| <u>Survey of Land and Graphic Description of Improvements</u> | <u>See Plot Plan</u> |
| <u>Executed Escrow Agreement</u> | |
| <u>Plans and Specifications</u> | |

THE PURCHASE 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 THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 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 _____, 1980.

Purchaser or Lessee

Purchaser or Lessee

COVENANTS AND RESTRICTIONS

PROSPECTUS EXHIBIT 9
COVENANTS AND RESTRICTIONS

GOZA, HALL, PEACOCK, PETERS & SMITH, P.A., ATTORNEYS AT LAW, CLEARWATER, FLORIDA

TO: STEWART TITLE OF CLEARWATER, INC.
1290 Court Street
Clearwater, Florida 33516

FROM: U. S. HOME CORPORATION
Florida Condominium Division
1452 U. S. Highway 19 South, Suite 520
Clearwater, Florida 33516

AZALEA WOODS CONDOMINIUM
Escrow Instructions Pursuant to
the Florida Condominium Act

Gentlemen:

U. S. HOME CORPORATION (the "Company"), for and in consideration of the mutual promises, covenants and conditions hereinafter set forth, agrees with you as follows:

1. From time to time the Company may deposit with you, pursuant to Section 718.202 of the Florida Condominium Act or pursuant to Binder Agreements between the Company and third party purchasers, certain earnest money paid by prospective purchasers (the "Purchaser") to the Company in connection with contracting for the purchase of a condominium parcel in a condominium, the construction, furnishing and landscaping of which has not been substantially completed, in accordance with plans and specifications and representations made by the Company. This agreement shall apply to reservation deposits and earnest money deposits. Reservation deposits shall be refundable to Purchaser upon request at any time prior to the execution of a Purchase Agreement or within fifteen (15) days after the execution of a Purchase Agreement.

2. You agree to act as Escrow Agent for the funds deposited by the Company with you pursuant to paragraph 1 and to hold same in accordance with Section 718.202, as well as any Binder or Purchase Agreement between the Company and a third party purchaser.

3. Each deposit by the Company shall be accompanied by a notice from the Company setting forth information concerning (i) the Purchaser and his address, (ii) the condominium parcel and (iii) the amount of earnest money deposited on account of such condominium parcel with you.

4. You shall disburse funds held in escrow pursuant to this agreement with respect to each purchase of a condominium parcel as follows:

(a) Upon receipt of an instruction letter, signed by an officer of the Company, advising you that a Purchaser has properly voided his purchase contract with the Company for a condominium parcel, you shall forward to such Purchaser all funds held by you in escrow relating to the purchase of a condominium parcel by such purchaser, and you shall forward to the Company a copy of your cover letter which shall specify the amount being returned to the Purchaser.

(b) Upon receipt of an instruction letter, signed by an officer of the Company, advising you that the Purchaser has defaulted under his contract for the purchase of a condominium parcel with the Company, you shall forward to the Company all funds held by you in escrow relating to the purchase of a condominium parcel

PROSPECTUS EXHIBIT 11
ESCROW AGREEMENT

by such Purchaser.

(c) Upon receipt of an instruction letter, signed by an officer of the Company, advising you of the closing of a condominium parcel, or, without such an instruction letter, upon the closing of a condominium parcel in which you participate incident to the issuance of a title insurance policy, and provided that you have not previously received from the Purchaser written notice of a dispute between the Purchaser and the Company, you shall forward all funds held by you in escrow with respect to such condominium parcel to the Company.

(d) Any funds held by you by virtue of a dispute between the Purchaser and the Company concerning a condominium parcel shall be held by you and not disbursed by you until you receive an instruction letter, signed by an officer of the Company, (i) advising you to forward such funds to the Company because the dispute has been settled, attaching to such instructions a confirmation letter from the Purchaser to such effect, or (ii) requesting you to deposit such funds with an appropriate court and to institute an interpleader action at the Company's cost.

5. The Company reserves the right to instruct you to transfer any escrow funds held by you pursuant to this letter to any other individual or company authorized to hold escrow funds as provided by Section 718.202 of the Florida Statutes. In the event the Company advises you to transfer funds deposited pursuant to this letter, you shall immediately transfer such funds to such substitute escrow agent upon receipt of an acknowledgment from such substitute escrow agent that it has agreed to hold the transferred funds as escrow agent pursuant to Section 718.202 of the Florida Statutes.

6. You shall receive no special fee or charge for acting as escrow agent pursuant to this agreement.

7. (a) It is agreed that your duties are only as are set forth above, being purely ministerial in nature, and that you shall incur no liability except for willful misconduct or gross negligence.

(b) You shall be under no responsibility with respect to any of the amounts deposited with you other than faithfully to follow the escrow instructions set forth in this letter. You may consult with counsel and shall be fully protected in any action taken in good faith, in accordance with advice of such counsel. Subject to (a) of this paragraph 7, you shall be indemnified by the Company against the cost and expense you incur by virtue of any legal proceedings which shall be instituted against you with respect to the subject matter of this escrow agreement. You shall not be required to institute legal proceedings of any kind except as set forth in these escrow instructions. You shall have no responsibility for the genuineness or validity of any documents or any item deposited with you, and shall be fully protected in acting in accordance with any written instructions given to you hereunder and believed by you to have been signed by the proper parties.

8. The Company reserves the right to amend these escrow instructions, from time to time, to reflect amendments to Chapter 718 of the Florida Statutes or administrative and judicial interpretations thereof.

If you are in agreement with the foregoing, please sign the form of agreement on the accompanying counterpart of this letter and return the same to the Company, whereupon this letter shall become a binding agreement between you and the Company.

Very truly yours,

U. S. HOME CORPORATION
FLORIDA CONDOMINIUM DIVISION

By: James R. Egan
Regional President

The undersigned hereby agrees to the foregoing and to carry out its obligations thereunder and hereby confirms that it is a duly authorized title company, bank or trust company having trust powers, qualified to do business in the State of Florida.

STEWART TITLE OF CLEARWATER, INC.

By: Ronald E. Jones
President

Dated: Jan 9, 1981.

AZALEA WOODS CONDOMINIUM

CONDOMINIUM DEED

THIS INDENTURE made and executed the _____ day of _____, 19____, by U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, and having its principal place of business at One Countryside Office Park, 2536 Countryside Boulevard, P. O. Box 5000, Clearwater, Florida 33515, hereinafter called the Grantor, to

whose Post Office address is

hereinafter called the Grantee.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does sell, convey and assign unto the Grantee all that certain property situate in Pinellas County, Florida, viz:

That certain Condominium parcel composed of Unit Number _____, and the undivided percentage of interest or share in the common elements appurtenant thereto, in accordance with and subject to the covenants, conditions, restrictions, easements, terms and other provisions of the Declaration of Condominium of AZALEA WOODS CONDOMINIUM, as recorded in O. R. Book _____, at pages _____ through _____, and the plat thereof recorded in Condominium Book _____, at pages _____ through _____, both of the Public Records of Pinellas County, Florida.

AND the Grantor hereby covenants with said Grantee that it is the lawful owner of said Condominium Parcel: that it has good right and lawful authority to sell and assign same, and will defend the same against the lawful claims of all persons whomsoever; and that the said real property is free and clear of all encumbrances, less and except the following:

1. Taxes and assessments for the year 19____, and all subsequent years.
2. Conditions, restrictions, reservations, covenants, limitations, easements of record and easements for ingress and egress.
3. Governmental zoning.

IN WITNESS WHEREOF, the Grantor has caused the presents to be executed in its name, and its corporate seal to

PROSPECTUS EXHIBIT 12
SAMPLE DEED

be hereunto affixed, by its duly authorized officers, the day and year first above written.

Witnesses: U. S. HOME CORPORATION

By: _____ President

Attest: _____ Secretary
(SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this _____ day of _____, 19____, before me personally appeared _____ and _____ President and Secretary respectively of U. S. HOME CORPORATION, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Condominium Deed, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned: and that they affixed thereto the official seal of said corporation, and the said Condominium Deed is the act and deed of said corporation.

WITNESS my signature and official seal at _____, in the County of Pinellas and State of Florida, the day and year last aforesaid.

Notary Public
My Commission Expires:

ACCEPTANCE

Grantee, by the acceptance of this conveyance, assumes and agrees to perform and abide by all the terms, covenants and conditions of the Declaration, including exhibits attached hereto.

Witnesses:

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments _____ and _____, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at _____, County of _____ and State of _____, this _____ day of _____, A.D. 19____.

Notary Public

My Commission Expires:

AZALEA WOODS CONDOMINIUM
BINDER AGREEMENT

THIS AGREEMENT made this _____ day of _____, 198____, by and between U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as Seller, with an office at 1452 U. S. Highway 19 South, Suite 520, Clearwater, Florida 33516, and _____, phone number _____, hereinafter referred to as Buyer.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL AT ANY TIME AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER TO THE ESCROW AGENT.

| | |
|-----------------------------|----------|
| PRICE: Total Purchase Price | \$ _____ |
| Initial Deposit | \$ _____ |
| Additional Deposit | \$ _____ |
| Due _____ | \$ _____ |
| BALANCE DUE AT CLOSING | \$ _____ |

The Buyer identified above hereby deposits IN ESCROW a check in the amount of the Initial Deposit payable to Surety Title Insurors, Inc., 1442 U. S. Highway 19 South, Suite 124, Clearwater, Florida 33518. The Seller intends to file the condominium documents with the Division of Florida Land Sales and Condominiums as required by law.

The Buyer understands that the Seller and the Condominium Association are engaged in the composing of the condominium documents. When such condominium documents are available, the Seller will deliver to the Buyer a full set of documents, as specified in Chapter 718, Florida Statutes, together with a Purchase Agreement for the Unit. After the Buyer has reviewed the documents and has found them satisfactory, the Buyer will execute the Purchase Agreement and return it, together with his check for any Additional Deposit Due to the Escrow Agents who shall hold such funds, together with the Initial Deposit for application against the Total Purchase Price at the Closing. The Escrow Agents shall give Buyer a receipt upon request for any deposit given to Escrow Agents.

The Buyer shall have the right at any time within fifteen (15) days after his execution of the Purchase Agreement (but not after the Closing) to obtain a complete refund of his deposit and a release of all obligations to purchase the Unit by simply sending a written notice of his intention to cancel his Binder to the Escrow Agents with a copy to the Seller. If the Buyer has not executed and returned the Purchase Agreement and Additional Deposit Due within fifteen (15) days after Buyer's receipt of all the documents referred to above, the Seller shall have the option to cancel this agreement and direct the Escrow Agents to return the Agreement Deposit to the Buyer. The Escrow Agents shall thereupon mail to the Buyer all monies previously deposited with them hereunder, and neither the Seller, the Escrow Agents, nor the Buyer shall have any further obligation whatsoever.

_____ By: _____ Buyer

_____ By: _____ Buyer

Accepted for U. S. HOME CORPOR-
ATION by:

82046487

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
AZALEA WOODS CONDOMINIUM

FLORIDA
Kathleen S. Steber
CLERK CIRCUIT COURT
MAR 30 2 34 PM '82

CONDOMINIUM PLAT PERTAINING HERETO WERE FILED IN CONDOMINIUM PLAT BOOK 48 PG 33 THRU 37

THIS INSTRUMENT PREPARED BY
R. TIMOTHY PETERS
ATTORNEYS AT LAW
BOX 60 - 4, CLEARWATER, FL 33514
Hold

U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the state of Florida, by these presents, does hereby amend the Declaration of Condominium of Azalea Woods Condominium, which was recorded in O. R. Book 5154, at Pages 524 through 592, inclusive, in the public records of Pinellas County, Florida, by herewith submitting to condominium ownership Phase VIII of said condominium, the legal description of which is shown on Exhibit A attached hereto and by reference made a part hereof. This Amendment is made pursuant to Section 718.403(6) and 718.110(2) of The Condominium Act and is in accordance with the provisions of Article VI of said Declaration of Condominium. Phase VIII is being submitting to condominium ownership out of sequence and, specifically, after Phase II but before Phases III, IV, V, VI, and VII. An Amended Exhibit C stating the percentages of ownership of the common elements and common surplus and the responsibility of the common expenses is attached hereto and by reference made a part hereof.

Pursuant to Section 718.104(4)(e) of The Condominium Act, there is attached hereto as Exhibit B and made a part hereof a certificate of a professional land surveyor of the state of Florida, certifying that the improvements to Building 400 of Phase VIII as above identified and described are substantially complete.

In addition to the foregoing, Azalea Woods Condominium Association, Inc., a Florida corporation not for profit, being the corporation authorized and empowered to administer Azalea Woods Condominium and, after notice of the following proposed amendment made pursuant to the By-Laws of the before-mentioned Association and, upon the vote of the majority of members present and voting, the following paragraph would be added to Article VI of the Declaration of Condominium:

Cl Cash 11 Chg
40 R/c 26.00 + 12.50
41 DS
43 Int 88.50

(L) The percentage of ownership of common elements, which is also the percentage of sharing common expenses and owning common surplus, can be determined for any particular unit by dividing the total number of square feet of living space in the condominium project into the number of square feet of living space in that particular unit. The percentage shall be stated as a number carried to at least a hundredth of a percentage point. For example, 2.83%, the exact percentage appurtenant to similar units so that the total of all percentages equals exactly 100%. The approximate square footage of living space for each type unit is as follows:

- A = 1,000 square feet
- B = 870 square feet
- C = 660 square feet

This Amendment shall be effective immediately upon it being recorded in the public records of Pinellas County, Florida.

This Amendment to the Declaration of Condominium of Azalea Woods Condominium is made this 31 day of December, 19 51.

Witnesses:

U. S. HOME CORPORATION

John Gunn
Henry C. Smith

By: [Signature]
Attest: [Signature]

(Corporate Seal)

Witnesses:

AZALEA WOODS CONDOMINIUM ASSOCIATION, INC.

John Gunn
Henry C. Smith

By: [Signature]
Attest: [Signature]

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me personally appeared Daniel T Smith and John J. Lukasewski as President and Vice President of U. S. Home Corporation, a Delaware corporation, to me known to be the persons described in and who executed the foregoing Amendment to the Declaration of Condominium, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of December, 1981.

Dale A. Hamilton
NOTARY PUBLIC

My Commission Expires:

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me personally appeared Daniel T Smith and John J. Lukasewski as President and Vice President of Azalea Woods Condominium Association, Inc., to me known to be the persons described in and who executed the foregoing Amendment to the Declaration, and they severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of December, 1981.

Dale A. Hamilton
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires January 2, 1983

11/1/80

LEGAL DESCRIPTION - ALL LANDS THAT MAY BE INCLUDED IN PHASE 8

PHASE 8 is comprised of the following two parcels:

PARCEL 1

A tract of land lying in the Northeast 1/4 of Section 19, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 19; thence N 89°39'47" W along the North line of said Section 19, for 1467.88 feet; thence S 0°03'04" E, for 238.01 feet, to the POINT OF BEGINNING of PHASE 8, PARCEL 1; thence S 0°03'04" E, for 98.00 feet; thence N 89°39'47" W, for 167.26 feet; thence S 12°00'00" W, for 58.76 feet; thence N 78°00'00" W, for 60.00 feet; thence N 0°20'13" E, for 143.42 feet; thence S 89°39'47" E, for 237.24 feet, to the POINT OF BEGINNING of PHASE 8, PARCEL 1, and containing 0.58 acres, more or less.

ALSO:

PARCEL 2

A tract of land lying in the Northeast 1/4 of Section 19, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 19; thence N 89°39'47" W along the North line of said Section 19, for 1264.88 feet; thence S 0°03'04" E, for 340.19 feet, to the POINT OF BEGINNING of PHASE 8, PARCEL 2; thence S 0°03'04" E, for 127.81 feet; thence S 89°56'56" W, for 180.73 feet, to the intersection with the arc of a curve concave to the Southwest, said intersection having a radial bearing of N 73°08'02" E; thence northwesterly along the arc of said curve having a radius of 97.00 feet and a central angle of 15°09'59", for 25.68 feet, to the point of reverse curvature of a curve concave to the Northeast; thence northwesterly along the arc of said curve having a radius of 77.00 feet and a central angle of 31°58'53", for 42.9 feet; thence N 0°03'04" W, for 63.71 feet; thence N 89°56'56" E, for 203.00 feet, to the POINT OF BEGINNING of PHASE 8, PARCEL 2, and containing 0.61 acres, more or less.

The total acreage of PHASE 8 is 1.19 acres. Subject to easements of record.

SUBJECT TO: Restrictions, conditions, limitations, and easements of record and applicable zoning ordinances, laws, and regulations, without reimposing any of the same.

H. S. HOME CORPORATION reserves and retains for itself, its employees, agents, invitees, successors, and assigns a non-exclusive easement for ingress and egress over and across all driveways, roadways, streets, sidewalks, walkways, etc.

EXHIBIT A

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that on the 18th day of February, A.D. 1982, the property described as BUILDING(S) 10 located in Phase 8 of AZALEA WOODS CONDOMINIUM, as recorded in O. R. Book 5154 at pages 524 through 592, inclusive of the Public Records of Pinellas County, Florida, was surveyed and that construction of the improvements is substantially complete so that the material, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements and of each unit contained within BUILDING(S) 10 can be determined from these materials.

| <u>UNIT NUMBERS</u> | <u>FINISH FLOOR ELEVATIONS</u> |
|---------------------|------------------------------------|
| , 1001 | 71.00 |
| 1002 | 71.00 |
| 1003 | 71.00 |
| 1004 | 71.00 |

Jack L. Boyd

 Jack L. Boyd
 Professional Land Surveyor #3000
 State of Florida

(Seal)

AMENDED EXHIBIT C

| <u>UNIT NO.</u> | <u>PERCENT</u> |
|-----------------|----------------|
| 901 | 3.706 |
| 902 | 3.225 |
| 903 | 3.225 |
| 904 | 3.225 |
| 905 | 3.225 |
| 906 | 3.706 |
| 101 | 3.706 |
| 102 | 3.225 |
| 103 | 3.225 |
| 104 | 3.225 |
| 105 | 3.225 |
| 106 | 3.706 |
| 801 | 3.706 |
| 802 | 3.225 |
| 803 | 3.225 |
| 804 | 3.225 |
| 805 | 3.225 |
| 806 | 3.706 |
| 1001 | 3.706 |
| 1002 | 3.225 |
| 1003 | 3.225 |
| 1004 | 3.706 |
| 1201 | 3.706 |
| 1202 | 3.225 |
| 1203 | 3.225 |
| 1204 | 2.445 |
| 1205 | 2.445 |
| 1206 | 3.225 |
| 1207 | 3.225 |
| 1208 | 3.706 |

AMENDED EXHIBIT C

CONSENT

The undersigned does hereby consent to the Amendment to the Declaration of Condominium of Azalea Woods Condominium adding Phase VIII to condominium ownership and adding paragraph (L) of Article VI to the Declaration of Condominium of Azalea Woods Condominium.

Witnesses:

David Deane
Wesley B. Crowder

U. S. HOME MORTGAGE CORPORATION

By: [Signature]
Norman Englert, Senior Vice President

Attest: [Signature]
Eve Wilt, Asst. Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared
Norman Englert and Eve Wilt
as Senior Vice President and Asst. Secretary
respectively, of U.S. Home Mortgage Corporation
to me known to be the persons described in and who executed the foregoing Consent, and they acknowledged that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 25th day of
March 19 82.

[Signature]
NOTARY PUBLIC, Mildred D. Bickerton

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 28 1985
BONDED THRU GENERAL INS. UNDERWRITERS

CONSENT

The undersigned does hereby consent to the Amendment to the Declaration of Condominium of Azalea Woods Condominium adding Phase VIII to condominium ownership and adding paragraph (L) of Article VI to the Declaration of Condominium of Azalea Woods Condominium.

Witnesses:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TARPON SPRINGS

Linda Amos
Adrian Pedersen

By: *David R. Middleton*
David R. Middleton, Executive Vice President

Attest: *Margaret F. Shire*
Margaret F. Shire, Asst. Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ~~KINELAH~~ PASCO

I HEREBY CERTIFY that on this day personally appeared
David R. Middleton and Margaret F. Shire
as Executive Vice President and Assistant Secretary
respectively, of First Federal Savings and Loan Association of Tarpon Springs
to me known to be the persons described in and who executed the
foregoing Consent, and they acknowledged that they executed the
same for the purposes therein expressed.

WITNESS my hand and official seal this 26th day of
March, 19 82.

Adrian Pedersen
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 27 1985
BONDED THRU GENERAL INS, UNDERWRITERS

CONSENT

The undersigned does hereby consent to the Amendment to the Declaration of Condominium of Azalea Woods Condominium adding Phase VIII to condominium ownership and adding paragraph (L) of Article VI to the Declaration of Condominium of Azalea Woods Condominium.

Witnesses:

[Signature] [Signature]
Unit No. X 101
Jany Charrette [Signature]

STATE OF FLA.
COUNTY OF PIVALLAS

I HEREBY CERTIFY that on this day personally appeared
WALTER KUNZ & JACQUELINE KUNZ

_____ to me known to be the person(s) described in and who executed the foregoing Consent, and They acknowledged that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 15th day of March, 1982.

[Signature]
NOTARY PUBLIC
My Commission Expires:
Notary Public, State Of Florida At Large
My Commission Expires Dec. 10, 1983
Bonded By SAFECO Insurance Company of America

CONSENT

O.R. 5327 PAGE 2078

The undersigned does hereby consent to the Amendment to the Declaration of Condominium of Azalea Woods Condominium adding Phase VIII to condominium ownership and adding paragraph (L) of Article VI to the Declaration of Condominium of Azalea Woods Condominium.

Witnesses:

Mary Charette [Signature]
[Signature] Unit No. 102
[Signature] Joan A. Lane

STATE OF Florida
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day personally appeared

Donald and Joan A. Lane
_____ to me known to be the

person(s) described in and who executed the foregoing Consent, and they acknowledged that I executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 23 day of March, 1982.

Wale A. Hamilton
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires January 2, 1983

CONSENT

The undersigned does hereby consent to the Amendment to the Declaration of Condominium of Azalea Woods Condominium adding Phase VIII to condominium ownership and adding paragraph (L) of Article VI to the Declaration of Condominium of Azalea Woods Condominium.

Witnesses:

Jarcy Choquette x Henry H Swanson
J. M. Bair Unit No. 104
x Eleanor J. Swanson

STATE OF Florida
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day personally appeared Henry H. and Eleanor Swanson, to me known to be the person(s) described in and who executed the foregoing Consent, and they acknowledged that xl executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 23 day of March, 19 82.

Dale A. Hamilton
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires January 2, 1983

CONSENT

The undersigned does hereby consent to the Amendment to the Declaration of Condominium of Azalea Woods Condominium adding Phase VIII to condominium ownership and adding paragraph (L) of Article VI to the Declaration of Condominium of Azalea Woods Condominium.

Witnesses:

J. Clark Benson Melissa L. Mackie
Priscilla Charette Unit No. 105

STATE OF Florida
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day personally appeared Melissa L. Mackie, to me known to be the person(s) described in and who executed the foregoing Consent, and she acknowledged that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 23 day of March, 19 82.

Dale A. Hamilton
NOTARY PUBLIC

My Commission Expires:
NOTARY PUBLIC, State of Florida at Large
My Commission Expires January 2, 1983

CONSENT

The undersigned does hereby consent to the Amendment to the Declaration of Condominium of Azalea Woods Condominium adding Phase VIII to condominium ownership and adding paragraph (L) of Article VI to the Declaration of Condominium of Azalea Woods Condominium.

Witnesses:

Marcy Chavette x Edward Licht
Unit No. 106
John Bruni x Lerna H. Licht

STATE OF Florida
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day personally appeared Edward and Lerna Licht, to me known to be the person(s) described in and who executed the foregoing Consent, and they acknowledged that ed executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 23 day of March, 19 82.

Dale A. Hamilton
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires January 2, 1983

CONSENT

The undersigned does hereby consent to the Amendment to the Declaration of Condominium of Azalea Woods Condominium adding Phase VIII to condominium ownership and adding paragraph (L) of Article VI to the Declaration of Condominium of Azalea Woods Condominium.

Witnesses:

Darcy Charette Andrew J. Boratto
J. B. [unclear] Unit No. 801
Jean A. Boratto

STATE OF Florida
COUNTY OF Piellas

I HEREBY CERTIFY that on this day personally appeared Andrew and Jean Boratto, to me known to be the person(s) described in and who executed the foregoing Consent, and they acknowledged that I executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 23 day of March, 1982.

Dale A. Hamilton
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires January 2, 1983

CONSENT

The undersigned does hereby consent to the Amendment to the Declaration of Condominium of Azalea Woods Condominium adding Phase VIII to condominium ownership and adding paragraph (L) of Article VI to the Declaration of Condominium of Azalea Woods Condominium.

Witnesses:

Nancy Charette [Signature]
John Bruni [Signature]
Unit No. 802

STATE OF Florida
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day personally appeared John A. and Helen L. Homa, to me known to be the person(s) described in and who executed the foregoing Consent, and they acknowledged that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 23 day of March, 19 82.

Dale A. Hamilton
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, State of Florida
My Commission Expires January 2, 1983

CONSENT

The undersigned does hereby consent to the Amendment to the Declaration of Condominium of Azalea Woods Condominium adding Phase VIII to condominium ownership and adding paragraph (L) of Article VI to the Declaration of Condominium of Azalea Woods Condominium.

Witnesses:

Nancy Charette Richard J. Soler
John Dregg Unit No. 503
John Dregg

STATE OF Florida
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day personally appeared Richard J. Soler and John Dregg, to me known to be the person(s) described in and who executed the foregoing Consent, and they acknowledged that it executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 23 day of March, 19 82.

Dale A. Hamilton
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires January 2, 1983

CONSENT

The undersigned does hereby consent to the Amendment to the Declaration of Condominium of Azalea Woods Condominium adding Phase VIII to condominium ownership and adding paragraph (L) of Article VI to the Declaration of Condominium of Azalea Woods Condominium.

Witnesses:

Mary Chavette Kenneth E. Germain Sr.
John Brown Unit No. 804
Gertrude F. Germain

STATE OF Florida
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day personally appeared Kenneth E. and Gertrude Germain, to me known to be the person(s) described in and who executed the foregoing Consent, and they acknowledged that id executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 23 day of March, 19 82.

Dale A. Hamilton
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires January 2, 1983

CONSENT

The undersigned does hereby consent to the Amendment to the Declaration of Condominium of Azalea Woods Condominium adding Phase VIII to condominium ownership and adding paragraph (L) of Article VI to the Declaration of Condominium of Azalea Woods Condominium.

Witnesses:

Amy Cinette [Signature]
[Signature] [Signature]
Unit No. 825

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day personally appeared Dominick and Tina DeGeronimo

_____ , to me known to be the person(s) described in and who executed the foregoing Consent, and they acknowledged that ed executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 23 day of March, 1982.

[Signature]
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires January 2, 1982

CONSENT

The undersigned does hereby consent to the Amendment to the Declaration of Condominium of Azalea Woods Condominium adding Phase VIII to condominium ownership and adding paragraph (L) of Article VI to the Declaration of Condominium of Azalea Woods Condominium.

Witnesses:

Robert P. Wood George A. Marshall
John K. Brown Mary E. Marshall
Unit No. 901

STATE OF Florida
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day personally appeared George & Mary Marshall, to me known to be the

person(s) described in and who executed the foregoing Consent, and they acknowledged that el executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 31 day of Dec, 19 81.

Patricia Ketteris
NOTARY PUBLIC

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires April 20, 1985
Bonded by SAFECO Insurance Company of America

CONSENT

The undersigned does hereby consent to the Amendment to the Declaration of Condominium of Azalea Woods Condominium adding Phase VIII to condominium ownership and adding paragraph (L) of Article VI to the Declaration of Condominium of Azalea Woods Condominium.

Witnesses:

Paul R. Hodick
Shirley Green
X Colleen Marie Glavin
Unit No. 403

STATE OF Florida
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day personally appeared Colleen Marie Glavin, to me known to be the person(s) described in and who executed the foregoing Consent, and she acknowledged that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 31 day of Dec, 19 81.

Patricia K. Kellard
NOTARY PUBLIC

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires April 20, 1985
Bonded by SAFECO Insurance Company of America

CONSENT

The undersigned does hereby consent to the Amendment to the Declaration of Condominium of Azalea Woods Condominium adding Phase VIII to condominium ownership and adding paragraph (L) of Article VI to the Declaration of Condominium of Azalea Woods Condominium.

UNIT 404

Witnesses:

As agents for Sirrah Models, Inc.

[Signature]
[Signature]

By:

[Signature]

Attest:

[Signature]

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared John K. Bucami and John J. Kozarszewski, as Agent and Agent respectively, of Sirrah Models Inc. to me known to be the persons described in and who executed the foregoing Consent, and they acknowledged that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 24th day of March, 19 82.

Patricia Ketterid
NOTARY PUBLIC
My Commission Expires: 4/20/85

CONSENT

The undersigned does hereby consent to the Amendment to the Declaration of Condominium of Azalea Woods Condominium adding Phase VIII to condominium ownership and adding paragraph (L) of Article VI to the Declaration of Condominium of Azalea Woods Condominium.

Unit 905
As agents for Sirrah Models Inc.

Witnesses:

John K. Biami By: John K. Biami
Sam Lewis Attest: [Signature]
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared
John K. Biami and John J. Sikorzewski
as Agent and Agent
respectively, of Sirrah Models Inc
to me known to be the persons described in and who executed the foregoing Consent, and they acknowledged that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 24th day of March, 19 82.

Patricia Kettner
NOTARY PUBLIC
My Commission Expires: 4/30/85

CONSENT

The undersigned does hereby consent to the Amendment to the Declaration of Condominium of Azalea Woods Condominium adding Phase VIII to condominium ownership and adding paragraph (L) of Article VI to the Declaration of Condominium of Azalea Woods Condominium. Unit 906

Witnesses: As agents for Sirrah Models, Inc.
By: [Signature]
Attest: [Signature]
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared John K. Brami and John J. Antkowiak,
as agent and agent,
respectively, of Sirrah Models Inc.,
to me known to be the persons described in and who executed the foregoing Consent, and they acknowledged that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 24th day of March, 19 82.

Patricia Yettaw
NOTARY PUBLIC
My Commission Expires: 4/20/85

40 Rec 10.00
41 DS
43 Int 10.00
Tel 10.00

AMENDMENT TO THE DECLARATION OF CONDOMINIUM

AZALEA WOODS CONDOMINIUM

U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the state of Florida, by these presents does hereby amend the Declaration of Condominium of AZALEA WOODS CONDOMINIUM, which is recorded in O. R. Book 5124, at Pages 524 thru 592, inclusive, of the Public Records of Pinellas County, Florida, by the addition of a surveyor's certificate, attached hereto and made a part hereof, certifying that the improvements to Building(s) 12 located in Phase VIII, are substantially complete.

This amendment to be effective immediately upon same being properly recorded in the Public Records of Pinellas County, Florida.

This amendment to the Declaration of Condominium of AZALEA WOODS CONDOMINIUM is made this 24th day of May, 1982.

Witnesses:
Patti Hummelman By: Timothy P. Smith
Nancy Charrette Attest: [Signature]
(Corporate Seal)

THIS INSTRUMENT PREPARED BY IS RETURN TO:
R. TIMOTHY PETERS
602A HALL AND PETERS, P.A.
BOX 6016, CLEARWATER, FL 33518

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN
CONDOMINIUM PLAT BOOK 48, PAGES 33-37.

FILED
PINELLAS COUNTY
FLORIDA
MAY 24 6 01 PM '82
Katherine A. Blalock
CLERK - INQUIRY COURT

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me personally appeared DANIEL T. SMITH and JOHN J. LUKASZEWSKI, JR., as PRESIDENT and SECRETARY, respectively, of U. S. HOME CORPORATION, a Delaware corporation, to me known to be the persons described in and who executed the foregoing Amendment to the Declaration, and they severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of MAY, 1982.

Chuck Stone
NOTARY PUBLIC

My Commission Expires: Notary Public, State of Florida At Large
My Commission Expires Dec. 10, 1983
Bonded By SAFECO Insurance Company of America



COZA, HALL, PETRE AND SMITH, P.A. ATTORNEYS AT LAW CLEARWATER, FLORIDA