

**ADOPTED AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
AZALEA WOODS CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE XIII
RESTRICTIONS**

D. No pets shall be permitted in any of the units or on the common elements other than one cat per unit, one dog per unit, birds (such as canaries or parakeets) and fish (such as goldfish and tropical varieties). No pets shall be raised for commercial purposes, nor shall any pet be allowed to disturb or create a nuisance to other unit owners. Renters or lessees may not have pets in any of the units or on the common elements.

Dogs permitted pursuant to this section must weigh twenty-five (25) pounds or less and may only be walked only in designated "pet walking areas" as established by the Board of Directors of the Condominium from time to time. Dog owners are required to clean up any waste that their dog leaves on any of the common elements or designated pet walking areas. Dog owners who fail to clean up after their pet will be subject to a \$25.00 nonrefundable fine payable to the Azalea Woods Condominium Association for each offense. A fine levied pursuant to this section, if not paid within 14 days after the fine is due, shall be deemed a specific assessment against the owner's unit. The Association shall be entitled to place a lien on the unit to secure payment of such specific assessment and shall be entitled to foreclose same. Every dog owner is subject to the Pinellas County leash law as well as the health department regulations pertaining to up-to-date shots, etc. for the dog. All owners wishing to obtain a dog pursuant to this article must complete a dog registration form. The Board of Directors of the Condominium specifically has the authority to promulgate and revise, as the Board deems necessary, the dog registration form.

**PROPOSED AMENDMENTS TO THE AZALEA WOODS CONDOMINIUM
ASSOCIATION, INC.'S DECLARATION OF CONDOMINIUM
OF ARTICLE XIII, SECTION D**

**ARTICLE XIII
RESTRICTIONS**

D. No pets shall be permitted in any of the units or on the common elements other than one cat per unit, one dog per unit, birds (such as canaries or parakeets) and fish (such as goldfish and tropical varieties). ~~However, a dog weighing twenty five (25) pounds or less and owned by a unit owner at time of purchase of the unit may be kept as a pet but may not be replaced when it dies; such pets may be walked only in designated "pet walking areas" established by the Board of Directors of the Condominium.~~ No pets shall be raised for commercial purposes, nor shall any pet be allowed to disturb or create a nuisance to other unit owners. Renters or lessees may not have pets in any of the units or on the common elements.

Dogs permitted pursuant to this section must weigh twenty-five (25) pounds or less and may only be walked only in designated "pet walking areas" as established by the Board of Directors of the Condominium from time to time. Dog owners are required to clean up any waste that their dog leaves on any of the common elements or designated pet walking areas. Dog owners who fail to clean up after their pet will be subject to a \$25.00 nonrefundable fine payable to the Azalea Woods Condominium Association for each offense. A fine levied pursuant to this section, if not paid within 14 days after the fine is due, shall be deemed a specific assessment against the owner's unit. The Association shall be entitled to place a lien on the unit to secure payment of such specific assessment and shall be entitled to foreclose same. Every dog owner is subject to the Pinellas County leash law as well as the health department regulations pertaining to up-to-date shots, etc. for the dog. All owners wishing to obtain a dog pursuant to this article must complete a dog registration form. The Board of Directors of the Condominium specifically has the authority to promulgate and revise, as the Board deems necessary, the dog registration form.

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
AZALEA WOODS ASSOCIATION, INC.,
A CONDOMINIUM.

The undersigned officers of Azalea Woods Condominium Association, Inc., the corporation in charge of the operation and control of Azalea Woods Condominium Association, Inc., a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 5154, Page 524 et seq., of the Public Records of Pinellas County, Florida, hereby certify that the following attached amendment to the Declaration of Condominium was proposed and approved by majority vote of the Board of Directors at a board meeting held on FEBRUARY 10, 2009, and approved by vote of not less than a majority of the unit owners at a membership meeting held on FEBRUARY 27, 2009. The undersigned further certify that the amendment was proposed and approved in accordance with the condominium documentation and applicable law.

IN WITNESS WHEREOF, Azalea Woods Condominium Association, Inc. has caused this Certificate to be executed in its name on MARCH 12, 2009.

Witness

By: HESTER F. TINJUS
(name, typed or printed)

Azalea Woods Condominium Association, Inc.

By: [Signature]
Signature

Witness

Signature: [Signature]

Edward C. Bartholow, Jr.
(name, typed or printed)
President

Witness

By: TIM DUFFORD
(name, typed or printed)

ATTEST:
By: [Signature]
Signature

Witness

Signature: [Signature]

CHRISTINA GINERAS
(name, typed or printed)
Secretary

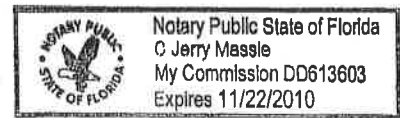
STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to or affirmed and signed before me on MAR. 12, 2009 by EDWARD BARTHOLOW (president, name of person making statement).

C. Jerry Massie
(Signature of Notary Public- State of Florida)

C. JERRY MASSIE
(Print, Type, or Stamp Commissioned Name of Notary Public)

X Personally Known
Produced Identification
Type of Identification Produced _____



Prepared By and Return to:
Michael J. Brudny, Esquire
Brudny & Rabin, P.A.
3100 U.S. Highway 19 N., Suite 300
Clearwater, Florida 33761

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF AZALEA WOODS CONDOMINIUM**

This is to certify that at a duly called meeting of the members of Azalea Woods Condominium Association, Inc. (the "Association") held on September 21, 2004, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendments to Article XIII, Section 4; Article XIII, Section M; Article XIV, Section J; Article XIV, Section C; Article XIV, Section I; and Article XIII, Section K of the Declaration of Condominium of Azalea Woods Condominium attached hereto as Exhibit A, were duly adopted by the membership. The Declaration of Condominium for Azalea Woods Condominium was originally recorded in Official Records Book 5154, Page 524, Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, AZALEA WOODS CONDOMINIUM ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 24 day of September, 2004.

AZALEA WOODS
CONDOMINIUM ASSOCIATION, INC.

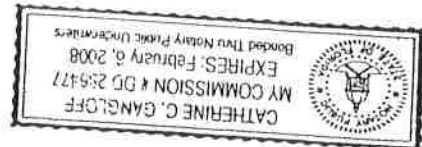
[Signature]
Signature of Witness #1
Catherine C. Gangloff
Printed Name of Witness #1
[Signature]
Signature of Witness #2
Louisa Franzone
Printed Name of Witness #2

By: [Signature]
Signature
ELLINOR DUMPROFF
Printed Name and Title

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 24 day of September, 2004, by Ellinor Dumproff as Vice President of AZALEA WOODS CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
Catherine C. Gangloff
Printed Name



ADOPTED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
OF
AZALEA WOODS CONDOMINIUM

The following are adopted amendments to the Declaration of Condominium of Azalea Woods Condominium, originally recorded at Official Records Book 5154, Page 524, Public Records of Pinellas County, Florida, all as subsequently amended.

(New Wording Underlined; Deleted Wording ~~Stricken Through~~,
Except When Proposed Amendment Involves Substantial Rewording)

Item No. 1: Article XIII, Section R is hereby amended to read as follows:

ARTICLE XIII

RESTRICTIONS

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles, the By-Laws, and The Condominium Act, shall be subject to and agree to abide by the following restrictive covenants which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to-wit:

* * *

R. No unit shall be leased or rented for a period of less than twelve (12) months. If a lease is terminated early, the unit may not be re-leased within the same year except for certain exceptions such as eviction, abandonment or relocation of the tenant for reasons beyond the control of the owner.

(1) Additionally, in order to promote owner occupancy of units, no unit may be leased or rented by a new owner who acquires title to any unit in the Condominium after the effective date of this amendment during the twenty-four (24) consecutive calendar months following transfer of title to a unit, provided that the Board of Directors may approve exceptions to this restriction in cases where the unit owners are unable to occupy their unit based upon a condition which occurs after the time that they purchased their unit and during the first twenty-four (24) months of ownership. Examples of potential hardship exceptions include accidents or other medical situations which prevent the owner from occupying the unit, or other similar hardship situations.

Item No. 2: Article XIII, Section M is hereby amended to read as follows:

ARTICLE XIII

RESTRICTIONS

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles, the By-Laws, and The Condominium Act, shall be subject to and agree to abide by the following restrictive covenants which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to-wit:

* * *

M. Unit owners, or unit owners' approved lessees, shall be permitted to have visitor occupants of any age for up to three weeks during any six-month period, or a maximum of six weeks in any twelve-month period; provided that at no time shall any one-bedroom unit be occupied by more than five individuals, nor any two-bedroom unit, whether leased or owner-occupied, be occupied by more than two persons per bedroom, except for short-term guests as defined by the Board from time to time, and further provided that the Board may approve temporary hardship exceptions in the case of families with children by more than six individuals. The six-month periods shall commence on the date of filing of the Declaration.

Item No. 3: Article XIV, Section J is hereby amended to read as follows:

ARTICLE XIV

CONVEYANCES

In order to assure a community of congenial residents and occupants and protect the value of the units and to further the continuous harmonious development of the condominium community, the sale, lease and mortgage of apartments shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium Property shall be subject to the condominium form, of ownership under the laws of the State of Florida:

* * *

J. In sales, transfers, leases or conveyances, of a condominium unit wherein the approval of the condominium association is required by the condominium documents, the parties seeking the approval shall pay such application fee as is established by the Board of Directors from time to time, up to the maximum amount permitted by the Florida Statutes, in order to cover any background investigation costs as well as administrative expenses in connection with the lease application the sum of \$50 to the condominium association for each and every approval sought, except if a lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no such charge shall be made.

Item No. 4: Article XIV, Section C is hereby amended to read as follows:

ARTICLE XIV

CONVEYANCES

In order to assure a community of congenial residents and occupants and protect the value of the units and to further the continuous harmonious development of the condominium community, the sale, lease and mortgage of apartments shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium Property shall be subject to the condominium form, of ownership under the laws of the State of Florida:

* * *

C. No sale, transfer, lease or conveyance of a condominium unit shall be valid without the approval of the Condominium Association except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approval shall be in writing recordable form, signed by an executive officer or agent of the Association and shall be delivered to the purchaser or lessee and made a part of the document of conveyance.

(1) In the event of leasing of Units, the Board shall have the right to require that the owner(s) and the tenant(s) sign a Lease Addendum form which contains an agreement of the tenant(s) to comply with this Declaration and all other documents governing or affecting the Condominium. This Addendum also will contain a provision appointing the Association as agent for the owner(s) so the Association may act on behalf of the owner(s) to directly enforce the rules and restrictions against a tenant and to evict the tenant(s), if justified, and shall also contain a provision authorizing the tenant(s) to pay rental directly to the Association upon receipt of written notification from the Association that the owner(s) is delinquent in paying assessments. If a Lease Addendum is not executed, any lease shall be deemed to include such provisions. A Uniform Lease Addendum meeting these requirements, in a form satisfactory to the Association, shall be made available by the Association. The owner(s) shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, lease addendum or any of the foregoing provisions, and the owner will remain responsible for any violations of his tenant(s).

(2) Additionally, the prospective purchaser or lessee shall make himself or herself available for a personal interview by the screening committee prior to the approval of such sale, transfer, or conveyance. The screening committee may, in its discretion, conduct the interview over the telephone. It shall be the owner's obligation to furnish the lessee with a copy of all pertinent documents including this Declaration and current Rules.

Reasons for potential disapproval of sales and leases include:

1. Prior conviction of, or plea of no contest to, a felony criminal charge;
2. A history evidencing actions taken by the applicant which show a disregard for, or indifference concerning, rules and regulations associated with community living;
3. Non-compliance with any other provision within this Declaration and other documents governing the community with regard to occupancy, including, but not limited to, any required lease term; or
4. Providing false or incomplete information in connection with an application.

Item No. 5: Section I of Article XIV, relating to the exemption of lenders who take title to units from obtaining approval for any sales or leases, is hereby deleted in its entirety:

ARTICLE XIV

CONVEYANCES

In order to assure a community of congenial residents and occupants and protect the value of the units and to further the continuous harmonious development of the condominium community, the sale, lease and mortgage of apartments shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium Property shall be subject to the condominium form, of ownership under the laws of the State of Florida:

* * *

I. ~~Should any condominium unit at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof (hereinafter called the "Mortgagee"); upon becoming the owner of such interest through foreclosure of that mortgage or deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise dispose of said unit, including the fee ownership thereof, without complying with the provisions of Paragraphs B through F above; provided, however, that in all other respects the provisions of this Declaration, the By-Laws of the Association and the provisions of The Condominium Act shall be applicable thereto; and provided further that nothing herein contained shall be deemed to allow or cause a severance from the condominium unit of the share of the common elements and limited common elements or other appurtenances of said unit. Once the Mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whomsoever, the provisions of Paragraphs B through F above shall again be fully effective with regard to subsequent sales or conveyances of said unit.~~

Item No. 6: Section K of Article XIII, relating to children under the age of 16 being allowed to reside in condominium units, is hereby deleted in its entirety.

ARTICLE XIII

RESTRICTIONS

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles, the By-Laws, and The Condominium Act, shall be subject to and agree to abide by the following restrictive covenants which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to-wit:

* * *

K. ~~No unit owner, or approved lessee of a unit owner shall permit any child under the age of sixteen (16) years to reside in any of the units, except as otherwise provided herein.~~

END OF ADOPTED AMENDMENTS

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

82046487

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
AZALEA WOODS CONDOMINIUM

825327 REC 2089
FLORIDA
Kathleen D. Blake
CLERK CIRCUIT COURT
MAR 30 2 34 PM '82

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 ten 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:

THIS INSTRUMENT PREPARED BY
R. TIMOTHY PETERS
GOZA HALL PETERS AND SMITH, P.A.
801 612, CLEARWATER, FL 34614
Hold

01 Cash 11 Chg
40 Rec 2600 + 1250 ch
41 OS
43 Int
701 88.50 m

(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 = 876 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 81.

Witnesses:

John Bunn
Nancy Charrette

U. S. HOME CORPORATION

By: [Signature]

Attest: [Signature]

(Corporate Seal)

Witnesses:

John Bunn
Nancy Charrette

AZALEA WOODS CONDOMINIUM ASSOCIATION, INC.

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. Lubaszewski 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. Lubaszewski 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, 1984

11/1/80

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

PHASE B 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 B, 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 B, 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 B, 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 25.58 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 42.98 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 B, PARCEL 2, and containing 0.61 acres, more or less.

The total acreage of PHASE B 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.

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

THIS INSTRUMENT IS A PART OF THIS RECORD AND IS NOT VALID UNLESS IT IS RECORDED IN THIS OFFICE.

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 Charlotte Richard J. Sabloski
John Dregg Unit No. 509
John Dregg

STATE OF Florida
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day personally appeared Richard J. Sabloski 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:

Nancy Charette Kenneth E. Germaine
John Brown Unit No. 804
Antonie F. Germaine

STATE OF Florida
COUNTY OF Puella

I HEREBY CERTIFY that on this day personally appeared Kenneth E. and Antoinette Germaine, to me known to be the person(s) described in and who executed the foregoing Consent, and they acknowledged that al 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:

Nancy Charlette [Signature]
[Signature] Unit No. 805
[Signature] [Signature]

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day personally appeared Dominick and Tina DeSerrano, 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, 1992.

[Signature]
NOTARY PUBLIC

My Commission Expires

NOTARY PUBLIC, State of Florida or Large
My Commission Expires January 2, 1993

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 Chavette James B. Williamson
Unit No. 206
John B. ... Jandra Williamson

STATE OF Florida
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day personally appeared James B. and Jandra Williamson, to me known to be the person(s) described in and who executed the forgoing 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
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:

Robert P. Wood George Marshall
Unit No. 401
John Banni Mary E. Marshall

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 ✓ 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
Notary Public License No. 11111

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 R. Hodder X. Colleen Marie Glavin
John K. Brown Unit No. 423

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 kl executed the same for the purposes therein expressed.

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

Patricia K. Glavin
NOTARY PUBLIC

My Commission Expires:

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

CONSENT

Q.R. 5327 PAGE 2090

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:

UNIT 904

Cindy Oving
Lambert

By: John B...
As agents for Sirrah Models, Inc.

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. Gokaszewski,
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 Hellein
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:

Cindy Orey
Sam Lewis

By:

John J. Gokopewski

Attest:

John J. Gokopewski

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared

John K. Gami as Agent and John J. Gokopewski as 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 Hettler
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 906

Witnesses:

As agents for Sirrah Models, Inc.

Cindy O'Connell
Kamboussi

By: John K. Brami
Attest: John J. Hrabeczkowski

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared
John K. Brami and John J. Hrabeczkowski
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 Yettles
NOTARY PUBLIC

My Commission Expires: 4/24/85

**AZALEA WOODS
CONDOMINIUM**

Handwritten signature

CLERK CIRCUIT COURT

81029590

FEB 26 1 29 PM '81

DECLARATION OF CONDOMINIUM

AZALEA WOODS CONDOMINIUM

CONDOMINIUM PLAT PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 48 PG 33 thru 37 INCL.

01	Cash	11 Chg
40	Rec	208.00
41	DS	---
43	Int	---
Tot		208.00

ARTICLE I

SUBMISSION STATEMENT

U. S. HOME CORPORATION, the Developers of AZALEA WOODS CONDOMINIUM, and the owner and holder of the fee simple title in and to the real property hereinafter described in Article III hereof entitled "LAND", hereby submit the same to condominium ownership pursuant to Chapter 718, Florida Statutes, The Condominium Act, upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration or in the attached By-Laws or in lawful amendments to either of them, the provisions of The Condominium Act as presently constituted, including the definitions therein contained, are adopted and included herein by express reference.

ARTICLE II

NAME

The name by which this Condominium is to be known and identified is AZALEA WOODS CONDOMINIUM.

ARTICLE III

LAND

The legal description of the real property included in the Condominium and submitted herewith to condominium ownership is:

See Page 1 of Exhibit "A"

ARTICLE IV

IDENTIFICATION OF UNITS

The Condominium property consists of the land described in Article III hereof and all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements and limited common elements as reflected on the condominium plat incorporated herein by reference. In addition, the Condominium property shall include as common elements and/or to be treated as common elements any interest in real property acquired by the Condominium Association in accordance with the provisions of Article XXX entitled "RECREATIONAL FACILITIES" herein contained. The principal improvements on the real property submitted herewith to condominium ownership consist of one (1) apartment building. The apartment building will be known as Building 9 and will contain a total of six (6) apartment units.

Each of the apartment buildings' apartment units, each of which is declared to be a condominium unit, is designated by a 3-digit identifying number. The first number

DECLARATION

THIS INSTRUMENT PREPARED BY (S-RETURN-FBI):
 R. TIMOTHY PETERS, ATTORNEY
 GOZA, HALL, PEACOCK, PETERS AND SMITH, P.A.
 BOX 6316, CLEARWATER, FL 33518

Hold-Stewart Title

identifies the building in which the apartment unit is located. The next two digits, 01 through 06, inclusive, in Building 9, identify the particular apartment involved. For example, Unit 901 is located in Building 9 and is apartment number 01 in that building.

In Building 9 there are six (6) apartments, with all apartments containing two bedrooms and two baths.

Parking spaces and screened porches are limited common elements appurtenant to those units to which they are assigned or abut, the use of which is restricted to the units to which they are assigned or abutting. The areas, rooms and spaces which are not within the boundaries of a condominium unit are common elements or limited common elements and shall be used, occupied, dealt with and managed as provided for in The Condominium Act and hereafter in this Declaration of Condominium.

A. Each numbered unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within a unit constitute part of the common elements up to the unpainted finished surface of said walls. All doors, be they glass or otherwise, which are in the perimeter walls of a unit shall be a part of the unit up to the exterior unfinished surface thereof.

B. Each condominium parcel includes the undivided interest of each unit owner in and to the common elements, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the common elements. Each condominium parcel includes the condominium unit together with the undivided share in the common elements which is appurtenant to the unit and the interior of each unit and any limited common elements appurtenant to that unit such as parking spaces.

ARTICLE V

SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. There is attached hereto as an exhibit and made a part hereof and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of Improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Exhibit No. B to this Declaration. Said Exhibit No. B has been certified to and in the manner required by Section 718.104(4)(e), Florida Statutes, The Condominium Act.

B. The initial directors of the Association shall establish a parking plan and will assign one (1) parking space to each of the units in the condominium. Additional parking spaces shall be allocated as guest parking spaces and shall be used in common by owners' guests and invitees, pursuant to reasonable rules and regulations to be adopted from time to time by the Association. The parking plan need not be recorded in the Public Records but the Association shall keep said plan in its records and make same available to unit owners at all reasonable times.

ARTICLE VI

PHASE DEVELOPMENT PLAN

A. AZALEA WOODS CONDOMINIUM is a phase condominium. All the land which may become part of the Condominium is legally described on Page 10 of Exhibit A hereof, under the heading of "DESCRIPTION OF ALL LAND THAT MAY BECOME PART OF AZALEA WOODS CONDOMINIUM".

B. The phases which are submitted to condominium ownership herein or which may become part of the condominium are Phases I through VIII, inclusive. Each respective phase is legally described on Exhibit A hereof, and is as shown on the Plot Plan and Survey, being Pages 4 through 5 of Exhibit B. Phase I is the initial phase being submitted to condominium ownership herein. Phases II, III, IV, V, VI, VII and VIII may be added in numerical sequence by the recording of an amendment to the Declaration for each successive phase upon the improvements being substantially complete, as required by Section 718.104(4)(e) of The Condominium Act. The amendment shall be executed solely by the Developer and shall not require the joinder or consent of the Association or unit owners.

C. A certificate of a surveyor, certifying that the improvements to each phase as added is substantially complete as required by The Condominium Act, shall be attached to each amendment.

D. The time period within which each respective phase must be completed is as follows:

Phase I	-	February 1, 1981
Phase II	-	August 1, 1981
Phase III	-	February 1, 1982
Phase IV	-	August 1, 1982
Phase V	-	February 1, 1983
Phase VI	-	August 1, 1983
Phase VII	-	February 1, 1984
Phase VIII	-	August 1, 1984

E. The respective phases contain the number of units following:

Phase I	-	6 units
Phase II	-	12 units
Phase III	-	16 units
Phase IV	-	12 units
Phase V	-	12 units
Phase VI	-	16 units
Phase VII	-	12 units
Phase VIII	-	12 units

F. If one or more phases are not built, the units which are built shall be entitled to 100% ownership of all common elements within the phases actually developed and added as a part of the Condominium in the manner provided for hereinabove. The recreation area and other facilities, as described herein, shall remain the same, whether or not other phases are added. The Developer shall notify the owners of existing units of the commencement of or decision not to add one or more additional phases. Notice shall be by certified mail, addressed to each owner at the address of his unit or at the last known address.

G. The primary impact which the completion of subsequent phases will have upon the initial phase, to-wit: Phase I is:

1. The total number of units in the Condominium shall be increased by the number of units in each subsequent phase added.

2. The budgeted sums for the payment of common expenses will increase proportionately upon additional phases being added. However, the percentage of sharing common expenses and owning common surplus will decrease correspondingly after each phase is added, as shown in Article VII hereof.

3. The common elements will be enlarged, and each unit owner's percentage of ownership therein will decrease as shown in Article VII hereof.

4. Such additional impact, if any, as hereinafter noted herein.

H. The general size and type of units in each phase can be determined from Exhibit B to this Declaration.

I. There will be no time share estates created with respect to any unit in any phase of this condominium.

J. Nothing contained in this Declaration or in the Exhibits to the offering circular for this Condominium shall create any obligation, duty or commitment on the part of Developer to submit the land included in the successive phases described herein to condominium ownership or to construct additional residential units thereon, or in any other way commit Developer to develop this Condominium in accordance with the present intended plan or any other plan. Any reference herein to Developer's intentions to continue development of this Condominium shall in no way constitute or be considered a dedication, reservation, limitation, covenant, or agreement affecting the presently undeveloped land in the described phases. Developer further reserves the right to amend this Declaration, without the joinder of unit owners or mortgagees, to modify or delete the subsequent phases, or to revise the completion dates as shown in this Article VI.

I. There will be no time share estates created with respect to the units in any phase of this condominium.

ARTICLE VII

UNDIVIDED SHARES IN THE COMMON ELEMENTS, AND SHARE IN THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT

The percentage of ownership of the common elements, which shall also be the percentage of sharing common expenses and the percentage of owning common surplus, appurtenant to each unit is attached hereto and made a part hereof as Exhibit C.

ARTICLE VIII

CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this Condominium is AZALEA WOODS CONDOMINIUM ASSOCIATION, INC. The Association shall have all the powers, rights and duties set forth in this Declaration, the By-Laws and the rules and regulations enacted pursuant to such By-Laws. The Association is sometimes herein referred to as the Condominium Association,

the Association or the Corporation. A copy of the Articles of Incorporation of the Association are appended hereto as Exhibit No. 3. Amendments to the Articles of Incorporation shall be valid when adopted in accordance with their provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as amended from time to time. Article XII of this Declaration regarding amendments to this Declaration shall not pertain to amendments to the Articles of Incorporation, the recording of which shall not be required among the Public Records to be effective unless such recording is otherwise required by law. No amendment to the Articles shall, however, change any condominium parcel or the share of common elements, common expenses or common surplus attributable to a parcel nor the voting rights appurtenant to a parcel unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendment.

ARTICLE IX

BY-LAWS

The operation of the Condominium Property shall be governed by the By-Laws of the Condominium Association which are annexed to this Declaration as Exhibit No. 4 and made a part hereof. Said By-Laws may be amended in the same manner and with the same vote required as for amendments to this Declaration.

ARTICLE X

EASEMENT FOR INGRESS AND EGRESS

The undersigned does hereby create, as part of the common elements of AZALEA WOODS CONDOMINIUM, for the benefit of all unit owners of AZALEA WOODS CONDOMINIUM, a nonexclusive easement for ingress and egress over all streets, walks, and other rights-of-way serving the units of AZALEA WOODS CONDOMINIUM, as shown on Exhibit B of this Declaration.

ARTICLE XI

MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION
AND VOTING RIGHTS OF UNIT OWNERS

Every owner of a condominium unit whether he has acquired title by purchase from the Developer, the Developer's grantee, successor or assigns, or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Condominium Association described in Article VIII hereinabove and does hereby agree to be bound by this Declaration, the By-Laws of the Condominium Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of The Condominium Act and of the lawful amendments thereto. Membership is automatic upon acquisition of ownership of a condominium unit and may not be transferred apart and separate from a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

The owner of every condominium unit shall accept ownership of said unit subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting the Condominium Property.