

This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A.
1022 Main Street, Suite D
Dunedin, FL 34698

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2007126769 04/12/2007 at 08:18 AM
OFF REC BK: 15736 PG: 1498-1500
DocType:RST RECORDING: \$27.00

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**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
AZALEA WOOD CONDOMINIUM II**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of Azalea Wood Condominium II, as described in Official Records Book 5704 at Page 395 and Plat Book 74 at Pages 66-68 of Pinellas County, Florida, was duly approved in the manner required therein at a meeting held on March 20, 2007.

IN WITNESS WHEREOF, we have affixed our hands this 30th day of MARCH, 2007 at Pinellas County, Florida.

COUNTRYSIDE AZALEA
CONDOMINIUM ASSOCIATION, INC.

WITNESSES:

Cynthia M. Panno
Signature of Witness #1

CYNTHIA M. PANNO
Printed Name of Witness #1

By: Ruth Morrow
~~Ian Matthews, President~~
RUTH MORROW, VICE PRESIDENT

Glenda Yarbrough
Signature of Witness #2

Attest: Marjorie Yont
Marjorie Yont, Secretary

GLENDAYARBROUGH
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 30 day of MARCH, 2007 by Ian Matthews and Marjorie Yont, to me known to be the President and Secretary of COUNTRYSIDE AZALEA CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ and _____ as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

SUSAN SORRELLS
Notary Public, State of Florida
My Comm. Expires April 12, 2009
No. DD417598

Susan Sorrells
NOTARY PUBLIC

Susan Sorrells
Printed Name of Notary Public

My Commission Expires: 4/12/09

**ADOPTED AMENDMENT TO
DECLARATION OF CONDOMINIUM
AZALEA WOOD CONDOMINIUM II**

Article XII of the Declaration of Condominium is amended by adding Section Q thereto:

- Q. Commencing with the effective date of this amendment, leasing of units, except under hardship conditions, is prohibited during the first two (2) years of ownership. After two (2) years of ownership, units may be leased in accordance with the By-Laws, Declaration and Rules & Regulations.

Owners who currently lease their units to tenants properly approved by the Association may continue to do so and are "grandfathered in." Upon transfer of a unit by sale, the two (2) year rule will apply to the new owner.

In the event of hardship, such as death or permanent disability of an owner during the first two (2) years of ownership, the Board shall have the authority to waive the two (2) year rule and allow leasing for such period of time as it deems necessary under the circumstances or until transfer of the unit by sale.

In order to ensure the integrity of the provisions contained herein, the Board may adopt rules to implement the provisions hereof.

PROOF OF NOTICE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PINELLAS

The undersigned, agent for COUNTRYSIDE AZALEA CONDOMINIUM ASSOCIATION, INC., being first duly sworn, deposes and states that COPIES OF AMENDMENT TO CONDO DOCUMENTS, POOL RULES AND REGULATIONS, REMINDER OF SPECIAL ASSESSMENT APPROVAL AND MAINTENANCE FEE INCREASE OF \$5.00 PER UNIT AS OF JUNE 1, 1996, AND LETTER REGARDING POOL USAGE PROBLEMS (copies annexed) was mailed to each unit owner at the address last furnished to the Association in accordance with the requirements of Florida Statutes.

Dated: May 14, 1996



William J. Nasser, Property Manager
C & N Property Management, Inc.

The foregoing affidavit was acknowledged before me this 28th day of May 1996, by William J. Nasser, agent for COUNTRYSIDE AZALEA CONDOMINIUM ASSOCIATION, INC., known to me personally.


Notary Public

C & N Property Management, Inc.
2697 B Sunset Point Road
Clearwater, FL 34619

C&N

Property Management, Inc.

2697-B Sunset Point Road • Clearwater, FL 34619-1500
(813) 799-0079

May 14, 1996

TO: All Unit Owners Building 9 Azalea Woods
Condominium Association, Inc.

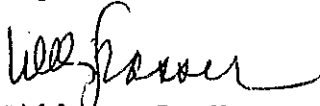
Dear Unit Owner:

Several unit owners have added stepping stones across from their balcony at their entrance to their parking area. These stepping stones are not approved and may not be put into the common elements of the Condominium. In some cases they are a hazard and could result in someone falling.

Any modification to the common elements must have approval of the Board of Directors. The only modification that has been approved upon written request is for a concrete walk to be installed by a unit owner and only with permission of the Board of Directors.

Therefore if you have put in a stepping stone, please remove these and return the common elements to the original condition within ten days of this letters.

Regards,



William J. Nasser
Property Manager

WJN/ml



Exclusively Property Management

C&N

Property Management, Inc.

2697-B Sunset Point Road • Clearwater, FL 34619-1500

(813) 799-0079

May 14, 1996

TO: Residents of Countryside Azalea and Azalea Woods
Condominium Associations

Dear Unit Owner:

Enclosed please find copies of your Amendment to your Condo Documents which were approved by your Board of Directors.

Please keep these documents with your Condominium Documents as part of your permanent Association records.

Should you have any questions, please contact me.

Regards,



William J. Nasser
Property Manager

WJN/ml

Enclosures



Exclusively Property Management

This instrument prepared by ✓
and after recording returned to:
Robert L. Tankel, Esq.
Tew, Zinober, Barnes, Zimmet & Unice
P.O. Box 5124
Clearwater, Florida 34619

AMENDMENT TO NON-EXCLUSIVE RECREATION AREA
EASEMENT AND USE AGREEMENT (DECLARATION OF SERVITUDE)

WITNESSETH

WHEREAS the Declaration of Condominium of Azalea Woods Condominium was recorded at Book 5154 at Page 524 and Condominium Plat Book 48 at Pages 33-37 of the Official Records of Pinellas County, Florida ("Azalea Woods"); and

WHEREAS Azalea Woods Condominium Association, Inc. ("Azalea Woods Association") is the not-for-profit Florida corporation charged with the duty of operating Azalea Woods; and

WHEREAS the Declaration of Condominium of Azalea Woods Condominium II ("Azalea II") was recorded at Book 74, Page 66, and recorded in O.R. Book 5704 at Page 395, and amended and recorded in O.R. Book 5747, Page 1568 of the Official Records of Pinellas County, Florida; and

WHEREAS Countryside Azalea Condominium Association, Inc. ("Countryside Azalea") is the not-for-profit Florida corporation charged with the duty of operating Azalea II; and

WHEREAS a Non-Exclusive Recreation Area Easement and Use Agreement ("Agreement") is recorded as an exhibit to the Declaration of Condominium of Azalea II, a true copy of which is attached hereto and incorporated herein by reference; and

WHEREAS Azalea Woods Association and Countryside Azalea are the only parties with an interest in the property subject to the Agreement and desire, by and through their Boards of Directors, to modify the terms thereof:

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The above recitations are true and correct and are incorporated herein by reference.
2. The provisions of the Agreement are amended to add the following language as Article X thereof:

No alterations or improvements shall be made to the property subject to this Agreement shall be undertaken without the prior written consent of the Board of Directors of Countryside Azalea Condominium Association, Inc. and Azalea Woods Condominium Association, Inc.

3. The following language is added as Paragraph XI of the Agreement:

10.50

3.00
50

14.00

MK

RECORDED
507

1.00

TOTAL
1.00

In any action to enforce the terms hereof, the prevailing party shall be entitled to recover its attorney fees and court costs, including any fees and costs on appeal.

4. Attached hereto as Exhibit "B" is a current set of the rules and regulations of the Recreation Area subject to the Agreement. The parties hereto agree that no changes or amendments to the rules shall be effective without the consent of both parties hereto, notwithstanding anything to the contrary contained in the Agreement.

IN WITNESS WHEREOF, the parties hereto have consented to the terms contained herein and the dates set forth below.

AZALEA WOODS CONDOMINIUM ASSOCIATION, INC.

Witnesses:

William J. Nasser
Signature

William J. Nasser
Printed Name:

William J. Nasser
Signature

William J. Nasser
Printed Name:

(SEAL)
By: Paul DeMeo
Paul DeMeo, President

ATTEST: Colleen Linning
By: Colleen Linning
Colleen Linning, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Paul DeMeo, President and Colleen Linning, Secretary, to me known to be the President and Secretary, respectively, of AZALEA WOODS CONDOMINIUM ASSOCIATION, INC., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me ~~or have produced~~ _____ and _____ (type of identification) as ~~identification~~. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 2nd day of April, 1996.

Verona A. Ranallo
Notary Public
Printed Name: VERONA A. RANALLO

My commission expires:



COUNTRYSIDE AZALEA CONDOMINIUM
ASSOCIATION, INC.

Witnesses:

William S. Nasser
Signature

WILLIAM S. NASSER
Printed Name:

William S. Nasser
Signature

WILLIAM S. NASSER
Printed Name:

(SEAL)
By: Joe Forlizzi
Joe Forlizzi, President

ATTEST:
By: Eugene Cavil
Eugene Cavil, Secretary

4C062923 SJW 04-25-1996 16:43:05
EAS-AZALEA WOODS
RECORD FEES 9 \$1.00
TOTAL: \$1.00
CHARGE AMOUNT: \$1.00

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Joe Forlizzi, President and Eugene Cavil, Secretary, to me known to be the President and Secretary, respectively, of COUNTRYSIDE AZALEA CONDOMINIUM ASSOCIATION, INC., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced _____ and _____ (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 2nd day of April, 1996.

Verona A. Ranallo
Notary Public
Printed Name: VERONA A. RANALLO

My commission expires:



4C062923 SJW 04-25-1996 16:43:36
01 EAS-AZALEA WOODS
RECORDING 1 \$10.50
RECORD FEES 9 \$3.00
MDD TRUST FUND 10 \$0.50
TOTAL: \$14.00
CHECK ANT. TENDERED: \$14.00
CHANGE: \$0.00

#73103.1

AZALEA WOODS AND COUNTRYSIDE AZALEA CONDOMINIUM ASSOCIATIONS

POOL RULES AND REGULATIONS

1. Please close umbrellas after use or in inclement weather or windstorm. Also chairs should be returned to upright position.
2. Running, boisterous conduct, horse play, unnecessary splashing throwing of balls and other objects in the pool or pool area are not permitted.
3. Please no inflatable flotation devices or toys are permitted. Except, life jacket or safety arm floating devices are allowed.
4. Positive identification must be provided when requested.
5. Please no radio (without ear phones) or loud noises is permitted in pool area.
6. Owners and renters are responsible for any damage caused by their children or their guest's children. We do not employ security personnel, so parents are responsible for their children's safety.
7. Children under 16 years of age must be accompanied by a parent or grandparent. (Other adult supervision may be permitted with prior approval of the Board of Directors.)

5/14/96

May 14, 1996

AZALEA WOODS CONDOMINIUM ASSOCIATION
COUNTRYSIDE AZALEA CONDOMINIUM ASSOCIATION

TO: ALL RESIDENTS

There recently has been some problems with the usage of the recreation facility. Apparently, we believe there are people using the pool and are not residents of Countryside Azalea or Azalea Woods. We are asking all residents to be sure to help monitor the pool to ensure that there are only Countryside Azalea and Azalea Woods residents or their guests.

If you are not known to some of your neighbors there may be a possibility that someone will ask you where you live. We hope that everyone will cooperate and identify themselves if approached. The purpose is to ensure that the rec facility is only used by authorized people.

Each resident and guest is asked to review the rules and regulations and we are enclosing a copy of same as well as the new ones which will be posted shortly at the pool.

Some of the items that are perhaps being overlooked by some of the residents are: there should be no food in the pool area and no glass at anytime around the pool. If you bring food to the pool area you can only eat at the cabana. The obvious reason for this of course is bugs and messes on the pool decking. You are also requested to clean up any mess that you leave, return the chairs in an orderly manner, and if you raise the umbrellas, please lower them to avoid wind damage.

It is important that each resident use the rec facility in a manner that is courteous to all and help avoid additional cost to the association.

The association does not want to go through the expense of changing the gates, putting in self-locking gates, issuing keys or passcards, identification tags, etc. and making the rec facility a more restrictive area for all. However, some attention must be given to: (1) Obeying the rules, (2) Identifying yourself if you are an owner, resident or guest, (3) Helping to police lowering the umbrellas and putting the chairs back in their original space. (4) Cleaning up any food debris in the cabana and particularly obeying all rules and regulations.

William J. Nasser
Property Manager



Exclusively Property Management

SUMMARY

STATEMENTS REQUIRED TO BE IN CONSPICUOUS TYPE
IN THE PROSPECTUS

1. THIS CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTERESTS. (See Article 2 of the Prospectus.)
2. UNIT OWNERS WILL BE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP AND REPLACEMENT CALLED FOR UNDER THE INSTRUMENTS PROVIDING THE RECREATIONAL FACILITIES AS A MANDATORY CONDITION OF UNIT OWNERSHIP. (See Article XIV of the Declaration.)
3. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN. (See Article 4 of this Prospectus and Article XV of the Declaration.)
4. RECREATION FACILITIES MAY NOT BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION. (See Article 5 of the Prospectus.)
5. THERE WILL BE A CONTRACT FOR THE MANAGEMENT OF CONDOMINIUM PROPERTY. (See Article 7 of the Prospectus.)
6. DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE CONDOMINIUM ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. (The provisions for Transfer of Control appear in Article V of the Articles of Incorporation, said Articles of Incorporation attached to the Prospectus as Exhibit 3, and Article III, Section 3.22 of the By-Laws, said By-Laws attached to the Prospectus as Exhibit 4.)
7. THIS PROSPECTUS CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT. THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS. ALL DISCLOSURE MATERIALS, CONTRACT DOCUMENTS AND BROCHURE MATERIALS ARE IMPORTANT LEGAL DOCUMENTS AND IF NOT UNDERSTOOD, A PROSPECTIVE PURCHASER SHOULD SEEK LEGAL ADVICE.

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8	Receipt for Condominium Documents
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- (a) One-third
 - (b) Majority
 - (c) Developer member
 - (d) Election
 - (e) Relinquishment of control
 - (f) Early transfer
- 3.23 Failure to elect director quorum

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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- 4.3 Right of access to units
- 4.4 Make and collect assessments
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- 4.7 Purchase unit
- 4.8 Modify easements
- 4.9 Purchase land or recreation lease
- 4.10 Acquire use interest in recreational facilities
- 4.11 Authorize certain amendments
- 4.12 Adopt rules and regulations
- 4.13 Maintain accounting records
- 4.14 Obtain insurance
- 4.15 Furnish annual financial reports to members
- 4.16 Give notice of liability exposure
- 4.17 Provide certificate of unpaid assessment
- 4.18 Pay the annual fee to the Division of Florida Land Sales and Condominiums for each residential unit operated by the Association
- 4.19 Approve or disapprove unit transfers and impose fees
- 4.20 Contract for maintenance and management of the condominium
- 4.21 Pay taxes or assessments against the common elements or association property
- 4.22 Pay costs of utilities services rendered to the condominium and association property and not billed directly to individual unit owners
- 4.23 Employ personnel
- 4.24 Impose fines
- 4.25 Suspend rights of delinquent unit owners
- 4.26 Authorize private use of the common elements
- 4.27 Repair or reconstruct improvements after casualties
- 4.28 Lien for labor and materials furnished to the common elements

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- 5.2 President
- 5.3 Vice president
- 5.4 Secretary
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BUDGET

PROSPECTUS EXHIBIT 5
BUDGET

PROSPECTUS

FOR

AZALEA WOODS CONDOMINIUM II
(A Residential Condominium)

Offered By

U. S. HOME CORPORATION

Developer

1. Description of Condominium

A. Name

Azalea Woods Condominium II

B. Location

Northside Drive
Clearwater, Florida 33519

C. Description of Condominium Property

(1) The condominium property initially consists of Phase I, legally described on Sheet 1 of Exhibit A to the Declaration, improved by the construction thereon of six (6) units contained in one (1) building, designated Building 2. Phase I contains six (6) two-bedroom/two-bathroom units.

(2) The condominium is a phase condominium and four (4) additional phases may be added. Phases II, III and IV each contain six (6) units. Phase V contains eight (8) units. The building designations and type units contained in the buildings in each additional phase can be determined by referring to Exhibit B of the Declaration of Condominium, which is Exhibit 2 to this Prospectus.

(3) Copies of the Plot Plan and Survey of the condominium are attached to the Prospectus as Exhibits 7 and 11, respectively. Exhibit A to the Declaration of Condominium contains the legal description of all land that may become a part of Azalea Woods Condominium II, together with a legal description of each respective phase.

(4) Estimated Latest Date of Completion

Phase I - on or before June 1, 1984
Phase II - on or before December 1, 1984
Phase III - on or before June 1, 1985
Phase IV - on or before December 1, 1985
Phase V - on or before June 1, 1986

D. Maximum Number of Units that will use Facilities in Common with the Subject Condominium

The maximum number that will use the recreational facilities in common with the unit

owners of Azalea Woods Condominium II will be no greater than a total of ninety-eight (98). The Developer has constructed additional condominiums on adjacent real property that contain sixty-six (66) additional condominium units which would or do use the recreational facilities described on Exhibit A and in Article XXVIII of the Declaration of Condominium of Azalea Woods Condominium II.

2. THIS CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTERESTS.
3. The Description of the Recreational and Other Commonly Used Facilities that will be Used by Unit Owners of Azalea Woods Condominium and Azalea Woods Condominium II, or in the Event all Phases to Azalea Woods Condominium II are not Added, that will be Used in Common with Other Condominiums and/or Projects, is as follows:

- A. The recreational area is shown on Exhibits 7 and 11 to the Prospectus and is legally described on pages _____ of Exhibit A to the Declaration. The recreational area will be improved by the construction thereof of a covered cabana, men's and women's restrooms, a storage and pool equipment room and a swimming pool.
- B. No additional facilities are committed to be built.
- C. The recreational area and other facilities have been completed.
- D. The description of each room, its intended purpose, location, minimum floor area and approximate capacity, and description of the swimming pool, showing its approximate size, depth and capacity is as follows:

Covered Cabana	Approximate size 20' x 25', 500 square feet, capacity of 12 persons.
Women's Restroom	Approximate size 6' x 6', 36 square feet, capacity of 1 person.
Men's Restroom	Approximate size 6' x 6', 36 square feet, capacity of 1 person.
Storage and Pool Equipment Room	Approximate size 6' x 10', 60 square feet, capacity of no persons.
Swimming Pool	Approximate size 20' x 40', 800 square feet, pool depth from 3' to 6', bathing capacity of 15 persons. The pool is not heated.

- E. There are no contingencies, the happening of which shall give rise to any additional commitment to build additional recreational facilities.
- F. A general description of the items of personal property and the approximate number of each

item of personal property that the Developer has committed to furnish for each room or other facility is as follows:

The Developer has expended at least \$3,000.00 on the purchase of furniture, equipment and personal property for the recreation areas.

- G. Unit owners have a nonexclusive easement and right of use in and to the improved recreational area shown on Exhibits 7 and 11 to the Prospectus and legally described on pages _____ of Exhibit A to the Declaration of Condominium.
- H. The responsibility for the maintenance of the recreational facilities shall be borne as a common expense of Azalea Woods Condominium and Azalea Woods Condominium II.
4. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXAC-TIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN. (See Article XV of the Declaration.)
5. THE CONDOMINIUM RECREATIONAL AREA AND FACILITIES MAY NOT BE EXPANDED OR ADDED TO WITHOUT CONSENT OF UNITS OWNERS OR THE CONDOMINIUM ASSOCIATION.
6. Developer's Plan
- The Developer's plan does not presently include a program of leasing units rather than selling them, or leasing units and selling them subject to such leases. The units in the condominium are being offered and sold in fee simple. However, the Developer reserves the right to lease units.
7. Management and Service Contracts
- Developer will arrange for the management of the Association and maintenance and operation of the condominium property by the execution of a contract between the Condominium Association and a manage-ment contractor. However, no such management con-tract shall be for a period greater than one year.
- THERE WILL BE A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH A MANAGEMENT CONTRACTOR.
8. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. (Article V of the Articles of Incorporation, which are Exhibit 3 to the Prospectus, and Article III, Section 3.22 of the By-Laws, which are Exhibit 4 to the Prospectus, contain a provi-sion for control of the Association by the Devel-oper until certain conditions have occurred.)
9. THE SALE, LEASE OR TRANSFER OF UNITS IS NOT RESTRICTED OR CONTROLLED.
10. The Condominium is a phase condominium as defined by Section 718.403 F.S.A. of the Condominium Act.
11. The restrictions concerning the use of the condo-minium parcels are contained in Article XIII of the

Declaration at pages 8 through 10, inclusive, and provide among other things: that the condominium units are restricted to single family use; that no residents under the age of sixteen (16) are permitted; prohibit storage of items in common areas; provide for one cat, no dogs, except for the life of initial pet; limit signs; regulate parking of various motor vehicles; provide for visitation; and contain provisions for maintenance.

12. The manner in which needs for utility and other services will be met is as follows:

The City of Clearwater provides sewage and waste disposal, and further provides the water supply and garbage and trash disposal, all based upon city rates and pursuant to city rules and regulations. Electrical service is provided by Florida Power Corporation pursuant to its rates and in accordance with its rules and regulations. Telephone service is provided by General Telephone Company pursuant to its rates and in accordance with its rules and regulations. Storm drainage facilities have been constructed by Developer in the condominium property as needed to reasonably cause the removal of surface water caused by storm, heavy rains and ordinary rainfall.

13. The common expenses were apportioned to the respective units in equal shares.

The common elements were apportioned to the respective units in equal shares.

14. The estimated operating budget for the condominium and a schedule of the unit owner's expenses are attached hereto as Exhibit 5, and contains the information required by F.S.A. 718.504(20)(a)(b)(c)(d).

15. Exclusive of any mortgage costs or costs of financing, including the cost of a mortgagee's title policy, if required by the mortgagee, the closing expenses to be paid by the Buyer of a condominium unit shall be the cost of recording the Warranty Deed, to-wit: \$9.00.

16. The Developer, U. S. Home Corporation, a Delaware corporation, is the nation's largest builder of on-site single-family residential dwellings in the United States. U. S. Home Corporation and its predecessor corporations have been engaged in the construction of housing in Florida for over twenty years.

U. S. Home Corporation constructs residential housing principally on the West Coast of Florida from Collier County to Pasco County. U. S. Home Corporation is presently engaged in the development of residential communities in which it offers consumers a wide variety of single-family attached and detached dwellings, including townhouses, villas and condominiums. U. S. Home Corporation has developed in excess of thirty low-, medium-, and high-rise condominium projects in Florida.

The Hillsborough Division of U. S. Home Corporation has the direct responsibility for the construction of Azalea Woods Condominium II. Mr. Larry Baldrige is President of the Hillsborough Division.

of U. S. Home Corporation. Mr. Robert Floyd is the Project Manager and Chief Operating Officer directing the creation and sale of the condominium units in Azalea Woods Condominium II. Mr. Floyd has been with U. S. Home Corporation for five years and during that time he has been involved with sales, construction, projection and administration segments of the home building industry, which includes the development of 1,500 condominium units in seven projects.

17. Schedule of Exhibits to the Prospectus

- Exhibit 2 - Declaration of Condominium creating Azalea Woods Condominium II, including Legal Description as Exhibit A, Condominium Plat as Exhibit B, Undivided Shares in the Common Elements and Share in the Common Expenses and Common Surplus Appurtenant to Each Unit as Exhibit C and Nonexclusive Recreation Area Easement and Use Agreement as Exhibit D.
- Exhibit 3 - Articles of Incorporation
- Exhibit 4 - By-Laws
- Exhibit 5 - Estimated Operating Budget
- Exhibit 6 - Purchase Contract
- Exhibit 7 - Plot Plan
- Exhibit 8 - Receipt for Condominium Documents
- Exhibit 9 - Covenants and Restrictions
- Exhibit 10 - Declaration of Servitude
- Exhibit 11 - Survey
- Exhibit 12 - Escrow Agreement

NONEXCLUSIVE RECREATION AREA
EASEMENT AND USE AGREEMENT
(Declaration of Servitude)

This Nonexclusive Easement and Use Agreement made and entered into this _____ day of _____, 1983, by and between U. S. HOME CORPORATION, a Delaware corporation (hereinafter referred to as Owner), and COUNTRYSIDE AZALEA CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit corporation (hereinafter referred to as Association).

WHEREAS, Owner is the owner of that certain real property legally described on page 1 of Exhibit A attached hereto and by reference made a part hereof, which property has been improved and will be used as a recreation area for AZALEA WOODS CONDOMINIUM and AZALEA WOODS CONDOMINIUM II or other condominium projects to be built or which have been built on real property described on Exhibit B attached hereto and labeled "Overall", containing a total of ninety-eight (98) condominium units: and

WHEREAS, Owner will submit the beforementioned recreation area to condominium ownership as part of the common elements of AZALEA WOODS CONDOMINIUM, subject to this easement and use agreement in favor of condominium units to be constructed in AZALEA WOODS CONDOMINIUM II, or such other condominiums as may be constructed in the AZALEA WOODS project. In any event, the maximum number of units that will utilize the beforementioned recreational facilities will be ninety-eight (98): and

WHEREAS, the Association is the legal entity responsible for the operation of AZALEA WOODS CONDOMINIUM II and is making and entering into this Nonexclusive Easement and Use Agreement pursuant to its Articles of Incorporation, By-Laws, and the Declaration of Condominium for AZALEA WOODS CONDOMINIUM II for the purpose of providing a possessory and use interest in the Owner's interest in the above-described real property, hereinafter referred to as "Recreation Areas" for the use, enjoyment, recreation and benefit of its members.

NOW, THEREFORE, and in consideration of the foregoing mutual covenants herein contained and Ten and 00/100 Dollars (\$10.00) as to the other in hand paid, the parties covenant and agree each with the other as follows:

ARTICLE I

Grant by the Owner:

Owner, on behalf of itself and its successors in interest, upon the terms and conditions stated herein, does hereby give and grant unto the Association, its successors, assigns, members and their guests and invitees, a nonexclusive easement and right of use in and to the Recreation Area above described. Said easement and right of use shall be in common with other condominiums to be constructed in the AZALEA WOODS development and specifically in common with the sixty-six (66) condominium units in AZALEA WOODS CONDOMINIUM.

ARTICLE II

Term:

This easement and right of use is subject to all the terms, covenants and conditions herein; a permanent and

TO: LAWYERS TITLE INSURANCE CORPORATION
One Countryside Office Park, Suite 500
Clearwater, Florida 33575

FROM: U. S. HOME CORPORATION
Hillsborough Division
3603 Countryside Boulevard
Palm Harbor, Florida 33563

AZALEA WOODS CONDOMINIUM II
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 Purchase 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. Earnest money deposits shall be immediately refundable, without qualification, to Purchaser upon request 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 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 by such Purchaser.

PROSPECTUS EXHIBIT 12
ESCROW AGREEMENT

(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

By: *James E. Flanagan*

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.

LAWYERS TITLE INSURANCE CORPORATION

By: *David B. Cron*

Dated: November 18, 1983.

NOTES TO PROJECTED OPERATING BUDGET
FOR
COUNTRYSIDE AZALEA CONDOMINIUM ASSOCIATION, INC.

Note 1: Unless otherwise noted, any terms contained in this Budget and these Notes to Budget which are contained in the Offering Circular and a Declaration of Condominium of a condominium shall have the meaning of such terms as set forth therein.

Note 2: This Budget has been prepared by Developer and constitutes an estimated summary of the mandatory financial obligations of Unit Owners in the Offered Condominiums which are payable to the Association as Common Expenses and a Unit's portion of Operating Expenses. By definition, a Budget is an estimate of expenses, however, actual expenses incurred may be either more or less than the estimated expenses set forth in the Budget. Developer and the Association cannot and do not make any representation or warranty that actual expenses will not increase as a result of inflation, etc. Furthermore, if the estimated expenses in certain categories of the Budget, for example water or electricity, are greater than the actual expenses incurred for those categories, then the excess will be used to offset deficits occurring in categories of the Budget where actual expenses exceed the estimated expenses. Please note that the quarterly and monthly figures have been rounded to the nearest one cent (\$.01).

Note 3: The Annual Assessment for a Unit is obtained by multiplying the percentage or fractional share in the Common Elements for such Unit (see Exhibit C to the Declaration) by the total amount of the Common Expenses applicable to the Offered Condominium (which includes expenses of the condominium and the applicable portion of expenses of the Association based on the relationship of the number of Units in the Offered Condominium and the number of Units in all of the Offered Condominiums). However, as described in Article _____ of the Declaration, a Unit's assessment for Common Expenses shall be as set forth in this Budget ("Interim Assessment") for the period commencing with the first day of the month following recordation of the Declaration of the Offered Condominium in which the Unit is located and ending six (6) months later ("Interim Assessment Period"). The Interim Assessments are only estimates of the Annual Assessments for Common Expenses to be made pursuant to the By-Laws. Developer guarantees ("Developer's Guarantee") that during any Interim Assessment Period, the Interim Assessments will not be increased, and Developer will pay all Common Expenses not paid for by Interim Assessments assessed against Unit Owners other than Developer. No Interim Assessments shall be assessed against Units owned by Developer. Developer's Guarantee is made in accordance with the provisions of Section 718.116(8)(b) of the Condominium Act.

Note 4: Section 718.111(2)(k) of the Condominium Act requires that the Budget include a reserve account for capital expenditures and deferred maintenance for items including, but not limited to, roof replacement, building painting and pavement resurfacing. The reserves set aside each year are based upon present replacement costs and estimated useful life, which for building paint is _____ years, for the roof is _____ years and for the pavement is _____ years. The total replacement cost of a reserve item would be the product of the per annum reserve times the number of years of estimated useful life. Because the reserve amounts set forth are estimates, Developer makes no representation or warranty that such reserves would be adequate for any repairs or replacements which may become necessary.

Note 5: Personal utility expenses of the individual Unit Owner and security deposits for such utilities are not included

in this Budget (e.g. electricity, telephone and any other utilities separately billed to each Unit). The charges for water and sewer service provided to each Unit are included in the Common Expenses rather than billed directly to each Unit because there are no separate water and sewer meters for each Unit. Each Unit has its own meter for electricity, and that charge is billed directly to each Unit Owner. There is also electricity used in connection with the Common Elements included in this Budget.

Note 6: The Board of Directors of the Association shall purchase public liability and property damage insurance as more particularly set forth in Articles _____ and _____ of the Declaration. Each Unit Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Unit and for the purchasing of insurance for all of his personal property and any other insurance which he so desires, including, but not limited to, insurance which insures the Unit Owner against liability (which may be imposed pursuant to Section 718.119 of the Act) for the acts or omission of the Association in relation to the use of the Common Elements. Director and officer liability insurance and fidelity bond costs are included in the Association Budget.

Note 7: The line item entitled "Fees Payable to the Division" is the fifty cents (\$.50) per Unit that the Association is obligated to pay each year to the Division of Florida Land Sales and Condominiums pursuant to Florida Statutes, Section 718.501(3)(a).

Note 8: The line item entitled "Administration of the Association" is for administrative expenses associated with the management of the Offered Condominiums and includes such expenses as those incurred for bookkeeping and secretarial time.

AZALEA WOODS CONDOMINIUM II

32 Units
PROPOSED BUDGET

ALL UNITS

	<u>MONTHLY</u>	<u>ANNUALLY</u>
Legal	16.96	203.52
Office Expense	9.60	115.20
Filing Fee	1.60	19.20
Management Fee	256.00	3,072.00
Electricity	185.28	2,223.36
Rec. Facility Electricity	152.00	1,824.00
Rec. Facility Maintenance	96.96	1,163.52
Building Maintenance	84.16	1,009.92
Water	157.44	1,889.28
Sewer	221.12	2,653.44
Trash	176.23	2,115.84
Ground Care	775.68	9,308.16
Insurance	73.60	883.20
 Reserves:		
Roofing	57.28	687.36
Paving	32.64	391.68
Painting	73.60	883.20
	<hr/>	<hr/>
	\$2,370.24	\$28,442.88

Maintenance Fees:

32 Units at \$74.07/Month = \$2,370.24

We, the undersigned Board of Directors do hereby accept this proposed budget for the fiscal year _____ to _____:

DATE _____

The Developer has guaranteed to the Association and the unit owners that the assessments for the common expenses stated in this budget shall not increase for a period of six (6) months from the first day of the month following the recordation of the Declaration of Condominium (see Article XXVII(A)) in the Public Records of Pinellas County.

____ New Contract
____ Revised Contract,
replaces Contract
dated _____

AZALEA WOODS CONDOMINIUM II
CASH SALES AGREEMENT

AGREEMENT made this _____ day of _____, 19____,
by and between U. S. HOME CORPORATION, HILLSBOROUGH 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 Declara-
tion of Condominium of AZALEA WOODS CONDOMINIUM II.

Model Name: _____
Street Address: _____

1. PURCHASE PRICE:

- (a) Gross purchase price \$ _____
- (b) Less cash discount _____% \$ _____
- (c) Net purchase price \$ _____

The net purchase price shall be payable as follows:

- (a) Earnest money deposit
this date \$ _____
 - (b) Balance of _____ deposit
Date due: _____ \$ _____
 - (c) Balance due at closing \$ _____
- TOTAL PURCHASE PRICE \$ _____

PROSPECTUS EXHIBIT 6
CASH SALES AGREEMENT

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, in Seller's opinion, complete, with the exact time and place of closing to be designated by Seller. If closing has not occurred within one hundred eighty (180) days from the date of this contract 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. The estimated closing date is _____: however, closing may occur prior to that time.

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. All sums paid for upgraded materials or changes in the condominium unit are nonrefundable.

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 II.

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 and warranty deed recording fee. Taxes and assessments will be prorated as of closing. Any other costs shall be paid by Buyer.

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 shall 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. Buyer and Seller acknowledge and agree that the express warranty remedies provided by Seller constitute the exclusive remedies to be made available by Seller and are in place of all other guaranties or warranties, express or implied. ALL IMPLIED WARRANTIES OF HABITABILITY, FITNESS, MERCHANTABILITY, SUITABILITY, WORKMANSHIP OR OTHER ARE HEREBY DISCLAIMED to the extent such implied warranties impose upon Seller any obligation in addition to those obligations already expressly undertaken by Seller. If applicable law expressly imposes such additional obligation upon Seller, this disclaimer shall be deemed automatically modified to conform to that law.

10. ESCROW AGENT. Seller has established an escrow account with Lawyers Title Insurance Corporation, One Countryside Office Park, Suite 500, Clearwater, Florida 33515, 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. The escrow agent shall furnish Buyer with a receipt for his payment.

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 and all exhibits to the Prospectus.

13. ASSIGNMENT. This contract may not be assigned without the prior written approval of the Seller.

14. CONTINGENCY. This contract is contingent upon the approval of the Division President.

15. OTHER CONDITIONS. _____

U. S. HOME CORPORATION
HILLSBOROUGH DIVISION

By: _____
Division Officer

Any changes made subsequent to this Agreement will necessitate the execution of a new Agreement representing any and all changes.

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.

Sales Representative _____ Buyer

Date: _____
_____ Buyer

New Contract
Revised Contract,
replaces Contract
dated _____

AZALEA WOODS CONDOMINIUM II
SALES AGREEMENT WITH MORTGAGE

AGREEMENT made this _____ day of _____, 19____,
by and between U. S. HOME CORPORATION, HILLSBOROUGH 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 Declara-
tion of Condominium of AZALEA WOODS CONDOMINIUM II.

Model Name: _____
Street Address: _____

1. PURCHASE PRICE:
- (a) Gross purchase price payable as follows: \$ _____
 - (b) Earnest money deposit this date \$ _____
 - (c) Balance of _____ deposit
Date due: _____ \$ _____
 - (d) Balance due at closing \$ _____
 - (e) Mortgage amount \$ _____
- TOTAL PURCHASE PRICE \$ _____

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

PROSPECTUS EXHIBIT 6
SALES AGREEMENT WITH MORTGAGE

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, in Seller's opinion, complete, with the exact time and place of closing to be designated by Seller. If closing has not occurred within one hundred eighty (180) days from the date of this contract 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. The estimated closing date is _____; however, closing may occur prior to that time.

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. All sums paid for upgraded materials or changes in the condominium unit are nonrefundable.

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 II.

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. Any other costs shall be paid by Buyer.

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. Buyer and Seller acknowledge and agree that the express warranty remedies provided by Seller constitute the exclusive remedies to be made available by Seller and are in place of all other warranties or warranties, express or implied. ALL IMPLIED WARRANTIES OF HABITABILITY, FITNESS, MERCHANTABILITY, SUITABILITY, WORKMANSHIP OR OTHER ARE HEREBY

DISCLAIMED to the extent such implied warranties impose upon Seller any obligation in addition to those obligations already expressly undertaken by Seller. If applicable law expressly imposes such additional obligation upon Seller, this disclaimer shall be deemed automatically modified to conform to that law.

10. ESCROW AGENT. Seller has established an escrow account with Lawyers Title Insurance Corporation, One Countryside Office Park, Suite 500, Clearwater, Florida 33515, 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. The escrow agent shall furnish Buyer with a receipt for his payment.

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 and all exhibits to the Prospectus.

13. ASSIGNMENT. This contract may not be assigned without the prior written approval of the Seller.

14. CONTINGENCY. This contract is contingent upon the approval of the Division President.

15. OTHER CONDITIONS. _____

U. S. HOME CORPORATION
HILLSBOROUGH DIVISION

By: _____
Division Officer

Any changes made subsequent to this Agreement will necessitate the execution of a new Agreement representing any and all changes.

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.

Sales Representative

Buyer

Date: _____

Buyer

PLOT PLAN

PROSPECTUS EXHIBIT 7
PLOT PLAN

ALMALA WOODS

CONDOMINIUM

A PHASE CONDOMINIUM LYING IN THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

CLEARWATER

LEGAL DESCRIPTION - ALL LANDS THAT MAY BECOME PART OF ALMALA WOODS CONDOMINIUM II

A tract of land lying in the Northwest 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 Northwest corner of said Section 19; thence N 89° 33' 47" W along the North line of said Section 19, for 1061.51 feet to the POINT OF BEGINNING; thence S 89° 33' 47" W for 2125.25 feet to the POINT OF BEGINNING OF PHASE 1; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 2; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 3; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 4; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 5; and contains 2.54 acres, more or less.

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

A tract of land lying in the Northwest 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 Northwest corner of said Section 19; thence N 89° 33' 47" W along the North line of said Section 19, for 1061.51 feet to the POINT OF BEGINNING; thence S 89° 33' 47" W for 2125.25 feet to the POINT OF BEGINNING OF PHASE 1; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 2; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 3; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 4; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 5; and contains 0.59 acres, more or less.

LEGAL DESCRIPTION - ALL LANDS THAT MAY BE INCLUDED IN PHASE 2

A tract of land lying in the Northwest 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 Northwest corner of said Section 19; thence N 89° 33' 47" W along the North line of said Section 19, for 1061.51 feet to the POINT OF BEGINNING OF PHASE 1; thence S 89° 33' 47" W for 2125.25 feet to the POINT OF BEGINNING OF PHASE 2; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 3; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 4; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 5; and contains 0.59 acres, more or less.

LEGAL DESCRIPTION - ALL LANDS THAT MAY BE INCLUDED IN PHASE 3

A tract of land lying in the Northwest 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 Northwest corner of said Section 19; thence N 89° 33' 47" W along the North line of said Section 19, for 1061.51 feet to the POINT OF BEGINNING OF PHASE 1; thence S 89° 33' 47" W for 2125.25 feet to the POINT OF BEGINNING OF PHASE 2; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 3; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 4; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 5; and contains 0.59 acres, more or less.

LEGAL DESCRIPTION - ALL LAND THAT MAY BE INCLUDED IN PHASE 4

A tract of land lying in the Northwest 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 Northwest corner of said Section 19; thence N 89° 33' 47" W along the North line of said Section 19, for 1061.51 feet to the POINT OF BEGINNING OF PHASE 1; thence S 89° 33' 47" W for 2125.25 feet to the POINT OF BEGINNING OF PHASE 2; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 3; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 4; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 5; and contains 0.59 acres, more or less.

LEGAL DESCRIPTION - ALL LANDS THAT MAY BE INCLUDED IN PHASE 5

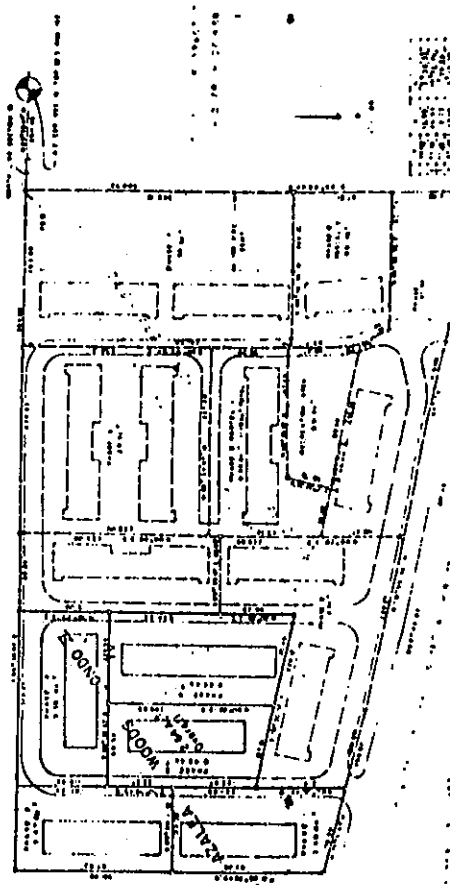
A tract of land lying in the Northwest 1/4 of Section 19, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 19; thence N 89° 33' 47" W along the North line of said Section 19, for 1061.51 feet to the POINT OF BEGINNING OF PHASE 1; thence S 89° 33' 47" W for 2125.25 feet to the POINT OF BEGINNING OF PHASE 2; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 3; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 4; thence S 89° 33' 47" W for 1061.51 feet to the POINT OF BEGINNING OF PHASE 5; and contains 0.59 acres, more or less.

SURVEYOR'S CERTIFICATE

I hereby certify that on this 15th day of February, 1951, the property described in the foregoing plat of ALMALA WOODS CONDOMINIUM II was surveyed and that the dimensions and angles are correct. I further certify that the construction of the improvements to Phase I are substantially complete so that the material, together with the provisions of the Declaration describing the location and dimensions of the improvements, is an accurate statement of the location, location, and dimensions of the improvements and such will in Phase I be determined from these elements.

John L. Boylston, Surveyor
State of 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 II.

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>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>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>
<u>Conversion Termite Inspection Report</u>	<u>Not Applicable</u>

PROSPECTUS EXHIBIT 8
RECEIPT

Plot Plan

Floor Plan

Survey of Land and Graphic Description of Improvements

See Plot Plan

Executed Escrow Agreement

Plans and Specifications

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 _____, 198__.

Purchaser or Lessee

Purchaser or Lessee

COVENANTS AND RESTRICTIONS

PROSPECTUS EXHIBIT 9
COVENANTS AND RESTRICTIONS

This instrument prepared by
and after recording returned to:
Robert L. Tankel, Esq.
Tew, Zinober, Barnes, Zimmet & Unice
P.O. Box 5124

RECORDING
REC 10.50
FEES 3.00
MTF .50
P/C
LEV
TOTAL 14.00

AMENDMENT TO NON-EXCLUSIVE RECREATION AREA
EASEMENT AND USE AGREEMENT (DECLARATION OF SERVITUDE)

WITNESSETH

WHEREAS the Declaration of Condominium of Azalea Woods Condominium was recorded at Book 5154 at Page 524 and Condominium Plat Book 48 at Pages 33-37 of the Official Records of Pinellas County, Florida ("Azalea Woods"); and

WHEREAS Azalea Woods Condominium Association, Inc. ("Azalea Woods Association") is the not-for-profit Florida corporation charged with the duty of operating Azalea Woods; and

WHEREAS the Declaration of Condominium of Azalea Woods Condominium II ("Azalea II") was recorded at Book 74, Page 66, and recorded in O.R. Book 5704 at Page 395, and amended and recorded in O.R. Book 5747, Page 1568 of the Official Records of Pinellas County, Florida; and

WHEREAS Countryside Azalea Condominium Association, Inc. ("Countryside Azalea") is the not-for-profit Florida corporation charged with the duty of operating Azalea II; and

WHEREAS a Non-Exclusive Recreation Area Easement and Use Agreement ("Agreement") is recorded as an exhibit to the Declaration of Condominium of Azalea II, a true copy of which is attached hereto and incorporated herein by reference; and

WHEREAS Azalea Woods Association and Countryside Azalea are the only parties with an interest in the property subject to the Agreement and desire, by and through their Boards of Directors, to modify the terms thereof:

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The above recitations are true and correct and are incorporated herein by reference.
2. The provisions of the Agreement are amended to add the following language as Article X thereof:

No alterations or improvements shall be made to the property subject to this Agreement shall be undertaken without the prior written consent of the Board of Directors of Countryside Azalea Condominium Association, Inc. and Azalea Woods Condominium Association, Inc.

3. The following language is added as Paragraph XI of the Agreement:

RECORDING
ACCT 507
REC
FEES 1.00
MTF
PTG
P/C
DOC
INT
TOTAL 1.00

Emergency Pope AW 755-5402
he said was not attached & wants it would not connect & referred to. I want to have it reviewed

LEGAL DESCRIPTION

O.R. 5154 PAGE 560

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 South-west; 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.

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.

LEGAL DESCRIPTION

ALL LANDS THAT MAY BE INCLUDED IN PHASE 3

O.R. 5154 PAGE 502

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.

LEGAL DESCRIPTION

ALL LANDS THAT MAY BE INCLUDED IN PHASE 4

O.R. 5154 PAGE 563

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.

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LEGAL DESCRIPTION

ALL LANDS THAT MAY BE INCLUDED IN PHASE 5

O.R. 5154 PAGE 564

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.

LEGAL DESCRIPTION

O.R. 5154 PAGE 565

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.

LEGAL DESCRIPTION

ALL LANDS THAT MAY BE INCLUDED IN PHASE 7

O.R. 5154 PAGE 566

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.

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 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 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 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 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 80.73 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 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 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.

LEGAL DESCRIPTION

ALL LANDS THAT MAY BE INCLUDED IN THE RECREATION AREA O.R. 5154 PAGE 568

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 336.01 feet, to the POINT OF BEGINNING of the RECREATION AREA; thence S 0°03'04" E, for 69.27 feet, to the point of curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve having a radius of 77.00 feet and a central angle of 20°02'30", for 26.93 feet; thence N 78°00'00" W, for 188.34 feet; thence N 12°00'00" E, for 58.76 feet; thence S 89°39'47" E, for 167.26 feet, to the POINT OF BEGINNING of the RECREATION AREA, and contains 0.31 acres, more or less.

11/21/80

O.R. 5154 PAGE 569

DESCRIPTION OF ALL LANDS THAT MAY BECOME PART OF AZALEA WOODS CONDOMINIUM

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 Section 19, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida; thence N 89°39'47" W along the North line of said Section 19, 1264.88 feet, to the POINT OF BEGINNING; thence S 00°03'04" E, for 580.92 feet, to the north right-of-way line of Northside Drive, of COUNTRYSIDE TRACT 6 REPLAT, as recorded in Plat Book pages 11 and 12, of the Public Records of Pinellas County, Florida, said point having a bearing of N 11°31'54" E; thence westerly along the arc of a curve concave to the Northeast having a radius of 3960.00 feet, central angle 00°28'06", arc length 32.38 feet; thence N 78°00'00" W, for 647.76 feet; thence N 75°13'43" W, for 206.82 feet; thence N 00°00'49" W, for 391.99 feet, to the North line of said Section 19; thence S 89°39'47" E along said North line of said Section 19, for 864.88 feet, to the POINT OF BEGINNING, and containing 9.74 acres, more or less, and 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.

AZALEA WOODS CONDOMINIUM II

DESCRIPTION OF LANDS TO BE INCLUDED IN PHASE I:

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°38' 42" W along the North line of said Section 19, for 2139.76 feet; thence S 00°00' 40" E, for 187.80 feet, to the POINT OF BEGINNING of PHASE I; thence N 89°59' 11" E, for 103.00 feet; thence S 00°00' 49" E, for 121.28 feet to a point on the northerly right-of-way line of Northside Drive, as platted in COUNTRYSIDE TRACT & REPLAT, as recorded in Plat Book 79, pages 11 and 12, of the Public Records of Pinellas County, Florida; thence along said line N 13° 13' 43" W, for 188.53 feet; thence N 80°00' 49" W, for 194.00 feet, to the POINT OF BEGINNING of PHASE I, and contain 0.49 acres, more or less.

AZALEA WOODS CONDOMINIUM II

DESCRIPTION OF LANDS TO BE INCLUDED IN PHASE II:

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' 42" W along the North line of said Section 19, for 3028.15 feet, to the POINT OF BEGINNING of PHASE 1; thence continue N 89° 39' 42" W, for 103.01 feet; thence S 00° 00' 49" E, for 187.40 feet; thence N 89° 39' 11" E, for 103.00 feet; thence N 00° 00' 49" W, for 187.26 feet to the POINT OF BEGINNING of PHASE 2, and contains 0.47 acres, more or less.

AZALEA WOODS CONDOMINIUM II

DESCRIPTION OF LANDS TO BE INCLUDED IN PHASE III:

A tract of land lying in the Northeast 1/4 of Section 19, Township 16 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 85°30'47" W along the North line of said Section 19, for 3129.76 feet; thence S 00°00'49" E, for 197.30 feet; thence N 85°30'11" E, for 102.00 feet to the POINT OF BEGINNING OF PHASE 3; thence N 00°00'49" W, for 87.37 feet; thence S 85°30'47" E, for 108.54 feet; thence S 00°20'13" W, for 209.39 feet; thence N 78°00'00" W, for 107.81 feet; thence N 85°00'49" W, for 105.87 feet to the POINT OF BEGINNING OF PHASE 2, and contains 0.49 acres, more or less.

AZALEA WOODS CONDOMINIUM II

DESCRIPTION OF LANDS TO BE INCLUDED IN PHASE IV:

A tract of land lying in the Northeast 1/4 of Section 19, Township 29 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°33' 41" W along the North line of said Section 19, for 1807.55 feet, to the POINT OF BEGINNING of PHASE 4; thence S 80°29' 13" W, for 133.00 feet; thence N 89°33' 41" W, for 324.54 feet; thence N 80°50' 45" W, for 114.89 feet; thence S 89°33' 41" E, for 225.54 feet, to the POINT OF BEGINNING of PHASE 4, and contains 8.59 acres, more or less.

AZALEA WOODS CONDOMINIUM II

DESCRIPTION OF LANDS TO BE INCLUDED IN PHASE V:

A tract of land lying in the Northeast 1/4 of Section 19, Township 28 South, Range 18 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 1881.81 feet; thence S 00°20' 13" W, for 118.00 feet to the POINT OF BEGINNING of PHASE 3; thence N 89°39' 47" W, for 118.00 feet; thence S 00°20' 13" W, for 399.89 feet; thence S 75°00' 00" E, for 170.49 feet; thence N 60°20' 13" E, for 394.83 feet to the POINT OF BEGINNING of PHASE 3, and contains 0.60 acres, more or less.

EXHIBIT A

AZALEA WOODS CONDOMINIUM II

DESCRIPTION OF ALL LANDS TO BE INCLUDED:

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 69°39' 47" W along the North line of said Section 19, for 1891.51 feet to the POINT OF BEGINNING; thence continue N 69°39' 47" W, for 228.25 feet; thence S 00°00' 49" E, for 391.99 feet to a point on the northerly right-of-way line of Herthide Drive, as platted in COUNTRYSIDE TRACT & REPLAT, as recorded in Plat Book 78, pages 11 and 12, of the Public Records of Pinellas County, Florida; thence along said line S 73°13' 43" E, for 198.52 feet; thence N 00°40' 49" W, for 115.41 feet; thence S 78°00' 00" E, for 228.10 feet; thence N 00°20' 13" E, for 349.25 feet to the POINT OF BEGINNING, and contains 2.68 acres, more or less.

AZALEA WOODS CONDOMINIUM II

DESCRIPTION OF ALL LANDS TO BE INCLUDED IN THE RECREATIONAL AREA:

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 336.01 feet, to the POINT OF BEGINNING of the RECREATION AREA; thence S 0°03'04" E, for 69.27 feet, to the point of curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve having a radius of 77.00 feet and a central angle of 20°02'30", for 26.93 feet; thence N 78°00'00" W, for 188.34 feet; thence N 12°00'00" E, for 58.76 feet; thence S 89°39'47" E, for 167.26 feet, to the POINT OF BEGINNING of the RECREATION AREA, and contains 0.31 acres, more or less.

EXHIBIT A

DECLARATION OF CONDOMINIUM

AZALEA WOODS CONDOMINIUM II

ARTICLE I

SUBMISSION STATEMENT

U. S. HOME CORPORATION, the Developer of AZALEA WOODS CONDOMINIUM II, 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 II.

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. 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 2 and will contain a total of six (6) apartment units.

Each of the apartment building's apartment units, each of which is declared to be a condominium unit, is designated by a 3-digit identifying number. The first digit identifies the building in which the apartment unit is located. The second and third digits identify the particular apartment involved. For example, Unit 201 is located in Building 2 and is apartment 01 in that building.

In Building 2 there are six (6) units, with all units containing two (2) bedrooms and two (2) bathrooms, as more particularly depicted on Exhibit B attached hereto.

PROSPECTUS EXHIBIT 2
DECLARATION

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. Maintenance and upkeep of each porch shall be the exclusive responsibility of the unit owner or owners to which that porch shall be appurtenant. 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 in 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 B to this Declaration. Said Exhibit 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.

C. This Article V may not be amended without the written consent of the Developer during such periods of time as the Developer shall have any rights hereunder to designate or control the designation of parking spaces.

ARTICLE VI

PHASE DEVELOPMENT PLAN

A. AZALEA WOODS CONDOMINIUM II is a phase condominium. All the land which may become part of the Condominium,

is legally described on Page ___ of Exhibit A hereof, under the heading of "DESCRIPTION OF ALL LAND THAT MAY BECOME PART OF AZALEA WOODS CONDOMINIUM II".

B. The phases which are submitted to condominium ownership herein or which may become part of the condominium are Phases I through 5, inclusive. Each respective phase is legally described on Exhibit A hereof, and is as shown on the Plot Plan and Survey, being Pages 1 through ___ of Exhibit B. Phase I is the initial phase being submitted to condominium ownership herein. Phases II, III, IV and V may each be added by the recording of an amendment to the Declaration upon the improvements being substantially complete, as required by Section 718.104(4)(e) of The Condominium Act. The amendments 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. All phases must be complete by December 31, 1988, but it is the Developer's expectation that the completion date for each phase is as follows:

Phase I - June 1, 1984
Phase II - December 1, 1984
Phase III - June 1, 1985
Phase IV - December 1, 1985
Phase V - June 1, 1986

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

Phase I - 6 units
Phase II - 6 units
Phase III - 6 units
Phase IV - 6 units
Phase V - 8 units

F. The type of units, the number of bedrooms and bathrooms, and the amount of air conditioned living space in said unit type is as follows:

<u>Unit Type</u>	<u>Amount of Air Conditioned Living Space</u>
2 Bedroom/2 Bath	892 980 square feet

G. If the second phase is not built, the units which are built shall be entitled to 100% ownership of all common elements within the phase 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.

H. 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 herein-after noted.

I. 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 delete the subsequent phases.

J. If all phases are completed, each building will contain the number of units shown on Exhibit B attached hereto. The units will contain two (2) bedrooms and two (2) bathrooms, as shown on Exhibit B attached hereto; provided, however, the Developer reserves the right to construct in any proposed phase of the Condominium such mixture of unit types as Developer determines, in its sole discretion, to construct, provided such mixture of unit types is consistent with the unit types reflected on Exhibit B attached hereto; and further, Developer reserves the right, as to any such units in proposed phases, to make minor non-material changes to the interior, exterior layout, design and location of said units.

K. The ownership of common elements, the sharing of common expenses and the owning of common surplus is distributed equally among all condominium units that may be in the Condominium from time to time. For example, if there are twelve (12) condominium units in the Condominium project, each condominium unit shall own one-twelfth (1/12) of the common elements, shall be responsible for one-twelfth (1/12) of the common expenses and shall own one-twelfth (1/12) of the common surplus. This fraction will vary as units are added to the Condominium project.

L. 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 COUNTRYSIDE AZALEA 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 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.

The Condominium Association shall make available for inspection during normal business hours to unit owners, institutional mortgagees and insurers of any first mortgages, current copies of the Declaration of Condominium, By-Laws of the Condominium Association and other rules governing the Condominium, together with all books, records and financial statements of the Condominium Association. The Condominium Association shall also make available for inspection during normal business hours to prospective purchasers, current copies of the Declaration of Condominium, By-Laws of the Condominium Association and other rules governing the Condominium and the most recent annual audited financial statement of the Condominium Association.

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 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

A nonexclusive easement for the use and benefit of the owners and occupants of any unit, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, hall, lobbies, elevators, if any, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portion of the common elements as may from time to time be paved and intended for such purposes, which easements alone or together with other recorded easements granted by

Developer shall provide reasonable access to the public ways. Nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that the space or spaces may be specifically designated and assigned for parking purposes.

The undersigned does hereby assign to all unit owners of AZALEA WOODS CONDOMINIUM II, a nonexclusive easement for ingress and egress, with respect to the condominium property and the recreation parcel, over all streets, walks and other rights-of-way that may from time to time exist on the condominium property and recreation parcel of that certain condominium known as AZALEA WOODS CONDOMINIUM. Nothing herein contained shall be effective to limit or diminish the undersigned's retention of a nonexclusive easement for ingress and egress as more particularly described in the Declaration of Condominium of AZALEA WOODS CONDOMINIUM.

The undersigned does hereby retain and reserve for itself, its successors in interest, agents, employees, assigns and condominium unit owners of other condominium units which may be constructed in the AZALEA WOODS condominium project, a nonexclusive easement for ingress and egress over and across all streets, roadways and walkways that may from time to time exist on the condominium property of AZALEA WOODS CONDOMINIUM and AZALEA WOODS CONDOMINIUM II.

The Condominium Association shall have the right to grant permits, licenses and easements over the common areas for utilities, cable television, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium Property. Each unit owner hereby irrevocably appoints the president and vice president of the Condominium Association as his attorney-in-fact to grant permits, licenses and easements as previously described in this paragraph.

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.

Subject to the provisions and restrictions set forth in the By-Laws of the Condominium Association, each apartment condominium unit owner is entitled to one vote in the Condominium Association for each apartment condominium unit owned by him. Voting rights and qualifications of voters and membership in the Corporation are more fully stated, qualified and

determined by the provisions of the Charter of the Association and by its By-Laws, which By-Laws are attached hereto and made a part hereof as Exhibit 4. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration or in the By-Laws, unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of votes of the condominium unit owners present and voting or, if the provision involved so requires, of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of votes of unit owners present and voting and entitled to vote on any matter shall be controlling, providing a quorum is present.

ARTICLE XII

AMENDMENT TO DECLARATION

A. Except as elsewhere provided in this Declaration, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Condominium called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of sixty-seven percent (67%) of the total number of votes to which the unit owners present and voting shall be entitled. Such amendment shall be duly recorded in compliance with requirements of The Condominium Act. No amendment shall change any condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owners or owner thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments. No amendment shall be made pursuant to this paragraph which shall be in violation of Florida Statute 718.403.

B. The provisions of Paragraph A above notwithstanding, no provisions of this Declaration or of the By-Laws of the Condominium Association which requires to be effective, operational or to be enacted, a vote of the unit owners greater than that required in Paragraph A above, shall be amended or changed by any amendment to this Declaration or to the By-Laws of the Condominium Association insofar as they appertain to said provision or provisions, unless in addition to all other requirements of Paragraph A above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Declaration or the By-Laws, which ever shall be applicable, to effect such provision or provisions. Furthermore, no amendment or change to this Declaration or to the By-laws shall be effective to affect or impair the validity or priority of any mortgage encumbering a condominium parcel or parcels without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering the said parcel or parcels, which consent shall be executed with the formalities required for deeds and recorded with the aforesaid amendment.

C. The provision of Paragraphs A and B to the contrary notwithstanding, if it shall appear that through scrivener's error all of the common expenses or interest in the common surplus or all of the common elements in this Condominium have not been distributed in this Declaration such that the sum total of the shares of common elements which have been distributed or the shares of the common expenses or ownership of common surplus fails to equal 100%: or, if it shall appear that through such error more than 100% of the common elements or common expenses or ownership of the common surplus shall have been distributed; or, if it shall appear that through scrivener's error a unit has not been designated an appropriate.

undivided share of the common elements, common expense or common surplus; or, if it appears that there is an omission or error in this Declaration or in any of the Condominium Documents required by Law to establish this Condominium, the Condominium Association may correct the error and/or omission by an amendment to this Declaration and/or the other Documents by simple resolution of the Board of Directors of the Condominium Association approved by a majority of the whole number of Directors or by a majority vote of the unit owners voting at a meeting of unit owners (members of the Association) called at least in part for that purpose, at which a quorum is present. If such an amendment, considered and approved pursuant to this Paragraph, materially adversely affects property rights of unit owners, the unit owners whose property rights are so materially adversely affected must consent to the amendment in writing for the amendment to become effective. If the amendment, considered and approved pursuant to this Paragraph modifies the shares of common expense, common elements or common surplus appurtenant to one or more units, then the owners of the units and the owners of liens upon the units for which changes in the shares of common elements, common expense or common surplus are being made must consent in writing to such amendment for such amendment to be effective. For the purpose of this Paragraph, no unit owner's property rights shall be deemed to be materially adversely affected nor shall his share of the common elements, common expense or common surplus be deemed modified for reason of the modification of the shares of common expense, common elements or common surplus appurtenant or attributable to another unit.

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:

A. No unit shall be used for any purpose other than as and for a single-family residence or dwelling.

B. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including all appliances, the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owners' apartments, whether inside or outside owners' apartments, the unit's electrical system and water lines and fixtures within the unit.

C. No unit owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the common elements, limited common elements, or in his respective unit if such sign may be seen from any portion of the common elements; except for nameplates which shall be uniform in size and design, and approved by the Board of Directors. This prohibition shall not apply to any notice of a Condominium Association meeting.

D. No pets shall be permitted in any of the units or on the common elements other than one cat per unit, birds (such as canaries or parakeets) and fish (such as goldfish and tropical varieties). However, a dog which does not weigh in excess of twenty-five (25) pounds and which is 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 and must be kept inside the owner's unit at all times when the pet is not being walked. No pets shall be raised for commercial purposes, nor shall any pet be allowed to disturb or create a nuisance to other unit owners.

E. Unit owners, their families, guests, invitees, or lessees shall in no way deface or mar, or make any alteration, repair or replacement, or change, in or to the common elements or limited common elements, and shall be liable for damages therefor.

F. All common areas shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

G. No clothing, bedding, or other similar items, shall be dried or aired in any outdoor area.

H. All garbage or trash shall be placed in the disposal installations designated for such purpose by the Association.

I. All occupants of units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers, that may tend to disturb other occupants.

J. No occupants shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated, a phonograph or radio loudspeaker in such occupant's unit between the hours of 11:00 p.m. and the following 9:00 a.m., if in no event shall either vocal or instrumental music be practiced for more than two hours in any day, or between the hours of 6:00 p.m. and the following 9:00 a.m.; nor shall an occupant commit or permit any nuisance, or immoral or illegal act in his unit, or in the common elements.

*NOT
RECORDED*

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.

L. No unit shall be permanently occupied at any time by more than four individuals, except as otherwise provided herein.

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 unit be occupied by more than six individuals. The six-month periods shall commence on the date of filing of the Declaration.

N. Unit owners and their guests may not keep, maintain or operate motor bikes, mini bikes, motor scooters, or any other similar type of motor vehicle within the Project, as shown and legally described on Exhibit B attached hereto.

O. No motor vehicles other than regular passenger automobiles, pickup and light van-type trucks shall be permitted to park in the condominium property other than for the time needed for pickup and delivery. Large recreational vehicles, boats and/or boat trailers may not be parked in parking spaces in the condominium or on the common elements of the condominium.

P. No unit owner shall make any alteration, or do any work, within his respective unit unless approval therefor first be given by the Board of Directors, which approval shall not be unreasonably withheld unless the work, improvement, or addition would tend to jeopardize the safety or soundness of the common elements, or the aesthetics of the building, or would in any way impair easements.

Q. The Condominium Association shall have the authority to approve the replacement of screen doors in any individual condominium unit. No screen door shall be replaced without the express written approval of the Condominium Association.

In the event a unit owner is in violation of the terms and provisions of any portion of the condominium documents and, after notification by the Board of Directors or their agents, continues the violation, and in the event it becomes necessary for the Directors to retain an attorney for the enforcement and/or the abatement, as the case may be, of any provision of the condominium documents, whether or not legal proceedings are instituted, then the unit owner shall pay all reasonable attorneys' fees incurred by the Association, together with reasonable attorneys' fees for any appellate proceedings. In the event the offending unit owner or owners do not promptly pay these expenses, then the Condominium Association is authorized and empowered to assess the appropriate owner or owners for its expenses and to utilize its lien rights more particularly described in Article XV of this Declaration to enforce collection of these amounts.

The Association shall have the right to make and amend reasonable rules and regulations respecting the use of the property in the Condominium as is provided for in the Articles.

During such time that the Developer owns any condominium units in the Condominium and is engaged in the process of selling the same, the Developer will be exempt from the restrictions contained in this Article XIII.

ARTICLE XIV

ASSESSMENTS

A. The Condominium Association, through its Board of Directors, shall have the power to make and collect assessments, special assessments and such other assessments as are provided for by The Condominium Act, this Declaration and the By-Laws.

B. Common expenses shall include but not be limited to costs and expenses of operation, maintenance and management, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the Condominium real property and personal property, premiums for public liability insurance, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Association; maintenance, repairs and replacements (but only as to the common elements and limited common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and property chargeable to the individual condominium parcel concerned), charges for utility and water used in common for the benefit of the Condominium, maintenance of the sewer lift station and sewer

lines which serve the condominium property but which may or may not be located on the condominium property, cleaning and janitorial services for the common elements and limited common elements, expenses and liabilities incurred by the Association in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members and the Condominium Property (i.e., reserve for replacements, operating reserve to cover deficiencies in collections), and all other expenses declared by the Board of Directors of the Association to be common expenses from time to time, and any and all other sums due from the Association or unit owners under any lease, contract, Association membership or undertaking for recreational facilities described or permitted in Article XXVIII hereof.

C. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein and may assess sufficient monies from unit owners to meet this estimate. Assessments for common expenses shall be borne by unit owners in the proportions or shares set forth in Article VII hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

D. Should the Association, through its Board of Directors, at any time determine that the assessments made are not sufficient to pay the common expenses, or, in the event of emergencies, the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

E. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at the maximum rate allowed by law per annum.

F. In the event that assessments levied against any unit owner or any installments thereof shall remain unpaid for ninety (90) days or more, then so long as such delinquent assessments and/or installments are not received by the Association such unpaid assessments and/or installments shall be deemed to be a common expense of the Association to be paid out of Association reserves or surplus and, in the event said reserves or surplus are exhausted, then by means of a special assessment as the Board of Directors of the Association shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent unit owner to pay the amount of such unpaid assessments to the Association or to pay assessments thereafter becoming due.

G. In the event that any installment of an assessment, whether monthly or otherwise, remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire annual assessment as to that delinquent Unit Owner due and payable immediately in full, as if the entire amount was originally due and payable on that date.

ARTICLE XV

LIEN OF THE ASSOCIATION

The Association shall have a lien on each condominium unit for any unpaid assessment and interest thereon against the unit owner of each condominium unit as provided in The Condominium Act. In the event such lien is asserted or claimed, the delinquent unit owner agrees to pay reasonable attorneys' fees.

sustained by the Association incident to the collection of such unpaid assessment or the enforcement of such lien and the said lien shall also secure the payment of such attorneys' fees. Said lien shall be effective from and after its recording in accordance with the provisions of The Condominium Act, and shall otherwise be enforceable as provided in The Condominium Act. The lien shall be deemed to be prior to and superior to the creation of any homestead status, and every purchaser of a condominium unit interest hereby consents to the imposition of such lien prior to any homestead status. This lien shall be inferior and subordinate to the lien of an institutional mortgagee.

ARTICLE XVI

PROVISIONS RE TAXATION

The Condominium Act provides that property taxes and special assessments shall be assessed against and collected on the condominium parcels and not upon the Condominium Property as a whole. Such taxes, when assessed, shall be paid by each parcel owner in addition to the payment of such parcel owner's share of the common expenses.

However, until such procedure is put into effect and operation by the taxing authorities, it is likely that tax bills may be rendered against the entire Condominium Property, including common elements, limited common elements and the condominium units. In such case, the tax will be apportioned against each parcel according to the schedule of ownership of common elements contained in Article VII hereto and otherwise shall be treated as a part of the common expenses of the Condominium Association.

Whenever a tax is assessed against the Condominium Property as a whole instead of against each parcel it shall be treated as a common expense in accordance with the provisions of this Article XVI.

ARTICLE XVII

MAINTENANCE AND REPAIRS

A. The owner of each condominium unit at his own expense shall see to and be responsible for the maintenance of his unit and all equipment and fixtures therein, including but not limited to all air conditioning equipment (including compressors for his unit located within a unit or on the common elements), and must promptly correct any condition which would, if left uncorrected, cause any damage to another unit, and shall be responsible for any damages caused by his willful, careless or negligent failure to act. Furthermore, the owner of each unit shall at his own expense be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing, of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the unit (including the attached porches); and such owner shall at his own expense maintain and replace when necessary all screening within his unit and within the perimeter walls of his unit (including its attached porches); and all window and plate glass in windows and plate glass in the perimeter walls of the unit and its attached porches. The foregoing maintenance and repair obligation notwithstanding, the Condominium Association, in the exercise of its discretion, may require established levels of maintenance and upkeep of the various apartment unit owners with respect to their porches and may reasonably regulate and control and make rules relating to the appearance, painting and

decorating and utilization of the porches. The Condominium Association may likewise undertake the painting, maintenance and/or repair of all exterior walls of the Condominium, whether or not falling within a porch, balustrade or railing, as part of any overall program of maintenance and repair. Unit owners will be individually responsible for the maintenance of the electrical system and electrical distribution systems within their own units from and including the fuse box applicable and servicing the unit inward; that is to say, in respect of all distributor lines servicing only the apartment and outlets within the apartment. It shall be the responsibility of the Association to maintain and repair the electrical system and distribution lines up to the individual unit fuse boxes.

B. Except as provided in Paragraph A above and elsewhere in this Declaration, the Association shall be responsible for and see to the maintenance, repair and operation of the common elements and limited common elements of the Condominium. The Association shall have all the power necessary to discharge this responsibility and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration or in the By-Laws of the Association.

ARTICLE XVIII

ALTERATION OF UNITS

A. No owner of a condominium unit shall make or cause to be made any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air conditioning equipment or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building, or detract from the exterior appearance of the building. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load bearing partition and if the same does not interfere with any common utility source. No unit owner shall cause any improvements or changes to be made to the exterior of the building, including but not limited to painting, installation of electric wires, TV antennae or air conditioning units which may protrude through the walls or roof of the building, install hanging plants, shutters, drapes, blinds or lights on porches or exterior walls, or in any other manner change the appearance of the exterior of the building or any portion of the building not totally within the unit, without consent of the Association. No unit owner nor any other person shall install upon the roof or exterior of the Apartment Building upon the Condominium Property, or upon the common elements or limited common elements of the Condominium, any TV antennae, radio antennae, electric, electronic or electro-mechanical device, decorative item or affixed furnishing without the consent of the Association.

B. Any alteration in units owned by the Developer or a successor Developer, as hereinafter defined, shall not require the approval of the Condominium Association, but such approval may be given solely by the Developer herein named or by his designee or nominee specifically granted such authority. Provisions of this Paragraph B may not be amended without the approval in writing of the Developer or the specific designee or nominee of the Developer.

ARTICLE XIX

ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO COMMON ELEMENTS

The Association, after transfer of control to unit owners other than the Developer, shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, in accordance with the following provisions:

1. A special meeting of all of the unit owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than ten (10) days nor more than thirty (30) days' notice.
2. A vote of the majority of the total number of votes of all members in the Association, in person or by proxy, shall be required to approve and adopt the provisions allowing such alterations, improvements or additions.
3. The cost of such alteration, improvement or addition shall be assessed and collected as a common expense and each unit owner shall bear the same portion or share of such cost as is the share of common elements appurtenant to his unit, as such shares are set forth in Article VII of this Declaration.

ARTICLE XX

LIABILITY INSURANCE

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the common elements and limited common elements of this Condominium. In no event shall this liability insurance coverage be less than One Million Dollars (\$1,000,000.00). The Board of Directors shall collect and enforce payment of a share of the premium for such insurance from each unit owner as an assessment in accordance with the percentages set forth in Article VII to this Declaration. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit. In accordance with the provisions of The Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with The Condominium Act, this Declaration and the By-Laws. The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements except to the extent that and only if the law mandates such personal liability.

A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

ARTICLE XXI

PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS, RECONSTRUCTION, INSURANCE TRUSTEE

A. PURCHASE OF INSURANCE. The Board of Directors of the Association shall keep the Condominium Property insured. The Condominium Property shall include all the buildings erected upon the land, all fixtures and personal property

appurtenant thereto owned or used by the Association or constituting part of the common elements or limited common elements and all units contained therein. The insurance shall insure the interest of the Association and all unit owners and their mortgagees as their interests may appear against loss or damage by fire and hazards covered by a standard coverage endorsement and such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the Condominium Property, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four (4) years by the insurance carrier if such insurance is reasonably available. Because of the location of the Condominium Property, the Association is authorized to obtain and accept a policy with a deductible clause if the Association cannot reasonably obtain coverage without such a clause. The Directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if, in good faith, a majority of their whole number shall have determined that such insurance is not reasonably available.

B. ASSURED AND LOSS PAYABLE. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses of \$10,000.00 or less shall be paid to the Association. Any sum in excess of \$10,000.00 shall be paid to an insurance trustee. An insurance trustee shall be any bank or trust company or other corporate trustee authorized to and doing business in Pinellas County, Florida, designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the units in the Condominium (the term "majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half (1/2) the unpaid principal balance of all first mortgages on said units). Said trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

C. PAYMENT OF PREMIUMS, TRUSTEE'S EXPENSES AND COLLECTION. The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

D. MANDATORY REPAIR. Unless there occurs substantial damage or destruction to all or a substantial part of the Condominium Property as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss, which shall be borne by the unit owners in proportion to the shares of the common elements as set forth in Article VII of this Declaration.

E. DETERMINATION OF DAMAGE AND USE OF PROCEEDS.

Immediately after a casualty damage to any part of the Condominium Property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all unit owners for that portion of the deficiency related to common elements and limited common elements in accordance with the percentages set forth in Article VII of this Declaration and against the individual unit owners for that portion of the deficiency related to individual damaged units; provided, however, that if in the opinion of the Board of Directors it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged units, the Board of Directors shall levy the special assessment for the total deficiency against each of the unit owners according to the percentages set forth in Article VII, except as provided in Paragraph H below.

Unless there occurs substantial damage to or destruction of all or a substantial portion of the Condominium Property and the unit owners fail to elect to rebuild and repair as provided in Paragraph F below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees as their interests may appear. The proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the uses and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duty shall be the Association's.

F. TOTAL DESTRUCTION. As used in this Declaration, and in any other connection or context dealing with this Condominium, "substantial damage to or destruction of all or a substantial portion of the Condominium Property" shall mean:

1. With respect to the entire Condominium, that two-thirds (2/3) or more of all units are or have been rendered untenable by casualty loss or damage; and/or,

2. If two-thirds (2/3) or more of all the units are not or have not been rendered untenable by casualty loss or damage, then with respect to at least one separate and discrete Apartment Building within the Condominium, that three-fourths (3/4) or more of the apartment units in such discrete and separate Apartment Building are or have been rendered untenable by such casualty loss or damage.

Should there occur such substantial damage to or destruction of all or a substantial part of the Condominium Property with respect to the entire Condominium, the Condominium Property shall not be reconstructed unless a majority of all the unit owners shall agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. Notwithstanding the preceding sentence, should such damage or casualty loss be to less than that degree described above, then each Apartment Building experiencing such degree of damage or

casualty loss shall nevertheless be reconstructed if three-fourths (3/4) of the unit owners owning units so damaged or destroyed shall agree to such reconstruction, in writing, within ninety (90) days after the casualty loss or damage occurs. In any of such events should reconstruction not be approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and their mortgagees as their interests may appear in accordance with the provisions of Paragraph H below, and the Condominium Property shall to the extent provided for in Paragraph H below be removed from the provisions of The Condominium Act, as amended, in accordance with the provisions of Paragraph H below. The determination not to reconstruct after casualty shall be evidenced by a certificate signed by one of the officers of the Association stating that the said sixty (60) day period or ninety (90) day period has elapsed and the Association has not received the necessary writings from the requisite number of unit owners.

G. ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases thereof.

H. REPAIR AND RECONSTRUCTION. The provisions of Paragraphs D, E and F to the contrary notwithstanding, each separate and distinct Apartment Building shall for the purposes of reconstruction and repair in the event of casualty loss be treated as if the same were the only Apartment Building in the Condominium, to that effect that:

1. All insurance proceeds reasonably attributable to the damage or destruction to one such Apartment Building shall be first used for the reconstruction and repair of that Building, to the extent that proceeds are sufficient; and, in the event that such proceeds are not sufficient, the condominium unit owners in that Building alone shall be assessed in proportion to their relative shares of the common elements for any deficiency or insufficiency in the funds necessary to such reconstruction or repair as contemplated by Paragraph D above. For the purpose of this Paragraph H, the relative share of common elements attributable to a unit owner shall be deemed to be that percentage which is the quotient of such unit owner's share of the common elements as set forth in Article VII attached hereto, divided by the sum total of the shares in the common elements attributable to all the condominium units in that Building as set forth in Article VII. The relative proportion thus established with respect to all condominium units in an Apartment Building is hereinafter referred to as the "relative common elements per Building".

2. If under the provisions of Paragraph E above, the Board of Directors shall be required to levy a special assessment for a portion of the deficiency in funds available for reconstruction and repair of a separate Apartment Building related to the common elements and limited common elements, then the Board of Directors shall determine in its reasonable opinion what portion of any of the deficiency is related to common elements not exclusively within the particular Apartment Building which has suffered casualty loss and damage and that portion of such deficiency shall be distributed among the unit owners as an assessment in proportion to their shares of the common elements, and the balance of the deficiency so attributable to the common elements and limited common elements shall be distributed as an assessment among the unit owners in that Apartment Building suffering such casualty loss or damage in proportion to the relative common elements per building attributable to each of said units and as computed in accordance with the provisions of Paragraph H - 1 above.

3. In the event that there shall be insurance proceeds in excess of the cost of reconstruction and repair of casualty loss to a given separate and discrete Apartment Building, then the Board of Directors shall reasonably ascertain what portion, if any, of that excess is fairly attributable to the entire Condominium and that portion shall be distributed or applied to the unit owners and their mortgagees as their interests may appear in proportion to the share of common elements attributable to each of said units, and the balance of any such excess of insurance proceeds shall be distributed and paid over to the unit owners and their mortgagees as their interests may appear in the separate and discrete Apartment Building suffering such loss or damage in proportion to those unit owners' shares of the relative common elements per building calculated in accordance with the provisions of subparagraph 1 above.

4. In the event that there shall occur to a separate and discrete Apartment Building in the degree of damage or destruction described in Paragraph F - 2 above, but the Condominium as a whole shall not have experienced the degree of damage, destruction or loss as set forth in Paragraph F - 1 above, and the Apartment Building suffering such damage or destruction shall have failed to elect to be repaired or reconstructed in accordance with the provisions of Paragraph F above, then the Condominium Regime shall be deemed terminated with respect to that Apartment Building only and this Declaration of Condominium shall be deemed amended and the following shall result:

(a) The Board of Directors, upon advisement of one or more independent appraisers, shall determine the fair value of all the Condominium Property (including improvements) immediately prior to the damage or destruction resulting in the termination of the Condominium Regime. There shall then be computed that portion of said fair value which is attributable to the said damaged and destroyed Apartment Building, as follows:

The total of the relative common elements per building attributable to units in the Apartment Building so destroyed or damaged shall be multiplied by the fair value of all the Condominium Property as established by the Board of Directors and the product thereof shall be that portion of the fair value attributable to said destroyed or damaged Apartment Building. There shall be subtracted from said portion of the fair value the loss or damage experienced by the Condominium attributable to the damage or destruction of the said Apartment Building. That difference, plus the total amount of insurance proceeds attributable to said loss, shall be deemed the total purchase price for the condominium units in the said destroyed or damaged Apartment Building. The Condominium Association shall, within thirty (30) days of the request by any unit owner, whether or not the unit owned is in the destroyed or damaged Apartment Building, or by such unit owner's mortgagee, providing only that the times for the elections set forth in Paragraph F above have fully run, require the Condominium to call a general meeting of its members at which time there shall be considered the question as to whether or not the total Condominium Regime be terminated in accordance with Article XXV. If the Condominium shall not elect to terminate in accordance with Article XXV, then the Condominium Association shall purchase the condominium units in the destroyed or damaged Apartment Building from the unit owners thereof for the

total purchase price therefor hereinabove mentioned, each such unit owner receiving that portion of the said total purchase price as is proportionate to his unit's share of the relative common elements per building, that portion being the purchase price for his unit. The purchase price for each such unit shall be paid to each of said unit owners and his mortgagee as their interests may appear as follows: Immediately upon receipt of the insurance proceeds, that portion thereof, if any, not attributable to the damage, loss or destruction of the Apartment Building so damaged or destroyed, shall be set aside and the balance paid over to the condominium unit owners in proportion to their respective shares of the said total purchase price and shall constitute part of the purchase price for that unit. The balance of the purchase price for each unit shall be paid over to said unit owners and their mortgagees at the Association's option in not more than twelve (12) equal monthly installments commencing thirty (30) days after the closing of each transaction of purchase and sale without interest.

(b) The Condominium Association, upon the acquisition of the title to the units and interests of the unit owners in the damaged or destroyed Apartment Building, shall have the option of either:

(1) Terminating the Condominium Regime with respect to the destroyed or damaged Apartment Building and making the site thereof a common element of the Condominium; or

(2) Rebuilding and reconstructing the destroyed or damaged building in a manner approved by two-thirds (2/3) of the condominium unit owners, not including for this purpose the Condominium Association with respect to the units owned by it, which interests shall not be voted.

(c) In the event that the Association decides to terminate the Regime with respect to the damaged or destroyed Apartment Building, a certificate shall be filed among the Public Records executed by two (2) officers of the Association evidencing the Association's intent to amend the Declaration of Condominium under this provision by removing from the Condominium Property the destroyed and/or damaged Apartment Building as an improvement and by redistributing the shares in the common elements previously owned by the unit owners in the destroyed or damaged Apartment Building among the remaining unit owners in the proportions that their shares of the common elements as set forth in Article VII hereof bear to one another, such that upon completion of such redistribution one hundred percent (100%) of the common elements will have been distributed among the remaining condominium unit owners and the condominium units not contained in the damaged or destroyed Apartment Building. Said certificate shall also redistribute the shares of common expenses and common surplus previously attributable to the units in the damaged or destroyed Apartment Building among the remaining units in the proportions of their shares of the common expenses and common surplus as set forth in Article VII to this Declaration of Condominium bear to one another, such that upon completion of such redistribution, one hundred percent (100%) of the common expenses and common surplus will have been distributed among the remaining condominium units not contained in the damaged or destroyed Apartment Building.

ARTICLE XXII

MORTGAGES AND MORTGAGEES

A. An owner who mortgages his condominium parcel must notify the Association of the name and address of his mortgagee and the Association shall maintain such information in a register which shall, among other things, contain the names of all the owners of condominium parcels and the names of mortgagees holding mortgages on condominium parcels. The failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel he shall not be permitted to modify, alter or change the physical aspect of the apartment without the written permission of the mortgagee. The Association shall, at the request of a mortgagee, report any unpaid assessments due from the owner of the condominium parcel encumbered by the mortgage owned by that mortgagee.

B. Institutional mortgagees, as herein defined, shall have a right, upon written notice to the Condominium Association, to be advised in writing of the following:

1. Any proposed Condominium amendment.
2. Any proposed termination of the Condominium.
3. Any condemnation or casualty loss which affects a material portion of the Condominium.
4. Any deficiency of sixty (60) days or more in the payment of assessments or charges owed by the mortgagor.
5. Any lapse, cancellation or material modification of any insurance policy maintained by the Condominium Association.

C. If the Federal Housing Administration, the Veterans' Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any holder of a first mortgage owns or insures a mortgage in the Condominium, then the Condominium Association, upon request, shall prepare and/or furnish to that agency or mortgagee an audited financial statement of the Association for the immediate preceding fiscal year.

D. If the holder of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of a foreclosure of the first mortgage or as result of a deed given in lieu of foreclosure, such acquiror of title and his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association pertaining to the condominium parcel so acquired or chargeable to the former unit owner of the acquired parcel which became due prior to the acquisition of the title as a result of the foreclosure or deed in lieu of foreclosure unless the share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage which is foreclosed or for which a deed was given in lieu of foreclosure. That unpaid share of the common expenses or assessments shall be common expenses collectible from all of the unit owners including such acquiror, his successors and assigns.

E. The term "institutional mortgagee" as used in this Declaration shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida, an agency of the United States Government, the holder of any mortgage insured by any agency of the United States Government, the Federal National Mortgage

Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, the Veterans' Administration, and any guarantor of an institutional mortgagee. Where an institutional first mortgage by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purposes of this Declaration and the Exhibits annexed hereto be deemed an institutional first mortgage and the holder thereof shall be deemed an institutional first mortgagee.

ARTICLE XXIII

DEVELOPERS' UNITS, RIGHTS AND PRIVILEGES

A. The Developer has and reserves the right to sell, lease or rent condominium units and parcels to any purchaser or lessee approved by it, subject, however, to the use restrictions herein provided. The Developer shall have the right to transact any business necessary to consummate the sale of units, including, but not limited to, the right to maintain models, advertise on the premises and use the common elements. In the event there are unsold parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium parcels except as elsewhere herein provided.

B. So long as the Developer holds any units for sale in the ordinary course of business, none of the following actions may be taken by the Condominium Association, either through act of its Board of Directors or its membership, without Developer's approval in writing:

1. Assessment of the Developer as a unit owner for capital improvements; and

2. Any action by the Association that would be detrimental to the sale of units by the Developer; however, an increase in assessments for common expense without discrimination against the Developer shall not be deemed to be detrimental to the sales of units for the purpose of this Paragraph.

C. The provisions of Article XIII of this Declaration to the contrary notwithstanding, the Developer may retain and use as sales offices, promotion and developmental offices and models any units, common elements and limited common elements retained by the Developer or owned by the Developer or the use of which has been reserved to the Developer in this Declaration and other Condominium Documents or by contract or otherwise lawfully enforceable as a contract obligation by the Developer against the Condominium Association or any of the unit owners other than the Developer, so long as such use shall also conform with applicable laws, zoning, rules and ordinances of the appropriate governmental jurisdictions.

D. For the purpose of this Article XXIII and the powers, rights and authorities granted to the Developer, the Developer shall be deemed to mean not only U. S. HOME CORPORATION as defined in Article I hereof, but also any of its parent and subsidiary corporations designated by it by instrument in writing to be considered the Developer herein for the purposes set forth herein or any of them and/or any corporate agent of said Developer similarly designated by the Developer to be treated as a developer for the purposes herein contained or any of them, which agent is involved in the development, promotion, construction and/or sales of this Condominium and its units. The term "Developer" shall also include for all purposes contained in this Declaration and its Exhibits, any successor or alternate developer appointed by the said U. S. HOME CORPORATION as successor or alternate Developer by an instrument in

writing specifically setting forth that such successor or alternate is to have the rights, duties, obligations and responsibilities, in whole or in part, of the Developer hereunder together with the said U. S. HOME CORPORATION, providing that such instrument in writing shall be executed by such successor or alternate developer indicating its consent to be treated as the "Developer".

E. Until the closing of all unit sales, the Developer specifically reserves the right, without the joinder of any person or other legal entity, to make amendments to the Declaration and its exhibits, or in the plan of development, as may be required by any lender, governmental authority, or as may be, in its judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the Declaration or its attachments. No amendment shall be made pursuant to this paragraph that shall in any way impair the security or priority of an institutional first mortgagee. No amendment shall be made pursuant to this paragraph which shall be in violation of Florida Statute 718.403.

F. The Developer retains for itself, its successors in interest, agents, employees and assigns, a nonexclusive easement for ingress and egress over and across all streets, roadways, driveways and walkways that may from time to time exist on the Condominium Property.

G. Until the Developer has completed all of the contemplated improvements on the condominium property, the Developer, its successors or assigns, reserves the right to prohibit access to any portion of the common elements to any of the unit owners, and an easement to solely utilize various portions of the common elements in connection with such construction and development. No unit owner, his guests or invitees, shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction and development.

H. This Article shall not be amended without the written consent of the Developer and any successor or alternate Developer designated in accordance with the provisions of Paragraph D above.

ARTICLE XXIV

SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration or in the By-Laws of the Condominium Association or of The Condominium Act shall in no way affect the remaining part or parts hereof which are unaffected by such invalidation and the same shall remain effective.

ARTICLE XXV

TERMINATION

The provisions for termination contained in Paragraph F of Article XXI of this Declaration are in addition to the provisions for voluntary termination provided for by The Condominium Act as amended. In addition, the Condominium may be voluntarily terminated if the proposed voluntary termination is submitted to a meeting of the members pursuant to notice and is approved in writing within ninety (90) days of said meeting by one hundred (100) percent of the total vote of the members of the Association and by all holders of first mortgages encumbering units in the Condominium.

ARTICLE XXVI

EASEMENTS FOR ENCROACHMENTS

All the Condominium Property and all the condominium units and the common elements and the limited common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the Condominium Property, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the Condominium Property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand.

ARTICLE XXVII

MISCELLANEOUS PROVISIONS

A. DEVELOPER'S GUARANTEE. Developer hereby gives its guarantee to the Association and unit owners that the initial assessments for common expenses of the condominium imposed on the respective unit owners other than Developer, shall not increase beyond the dollar amount stated in the initial budget, which is \$_____ per month, said budget being attached to the condominium Prospectus as Exhibit 5, for a period of six (6) months from the first day of the month following the recording of this Declaration, and hereby obligates itself and agrees to pay any amount of common expenses incurred during said guarantee period not produced by the assessments at the guaranteed level receivable from other owners.

In consideration of the foregoing, Developer shall be excused from the payment of its share of the common expenses in respect to the units owned by it in the condominium during the guarantee period. The above provision is included herein pursuant to Section 718.116(8)(b) of The Condominium Act.

B. RIGHT OF ENTRY. The Condominium Association, its officers, directors agents and employees, shall at all times have the right to enter the condominium units at reasonable times for the purposes of inspecting the common elements, gaining access to the common elements, or making repairs or otherwise maintaining the Condominium Property, or to abate emergency situations which threaten damage to the Condominium Property or any of it.

C. ADDITIONAL EASEMENTS.

1. Developer. The Developer and its successors as Developer retain the right and shall at all times have the right to declare and create, modify and amend, from time to time, without joinder and consent of any unit owner or of the Condominium Association, easements upon the Condominium Property for public utility purposes, cable television or related type services, and for peaceful ingress and egress to prevent abutting properties from being landlocked or otherwise denied reasonable access to and from the public-ways: provided, however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modifications and amendments shall not be inconsistent with the peaceful and lawful use and enjoyment of the Condominium Property by the owners thereof. The Developer may, by an instrument in writing, relinquish the power and authority herein reserved to create, modify and amend.

easements, by the filing among the Public Records of Pinellas County, Florida, a written instrument to that effect, from and after the recording of which the Developer and its successors and assigns as Developer shall no longer have the powers and authorities reserved or granted in this Paragraph C.

2. Association. The Association, on its behalf and on behalf of all unit owners (each of whom hereby appoints the Association as his attorney-in-fact for this purpose), shall have the right to grant such additional electric, gas, cable television, other utility or service or other easements, permits and licenses, or relocate any existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the unit owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the units for their intended purposes. The Association, on behalf of itself and all unit owners (as such owners' attorney-in-fact), shall also have the right to transfer title to utility-related equipment, facilities or material to any public utility company or governmental agency which is assuming the obligation to maintain such equipment, facilities or material. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association. Furthermore, the Association shall have the authority to take any other action, on behalf of itself and all unit owners (as such owners' attorney-in-fact), to satisfy the requirements of any public utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

D. SECURITY SYSTEM. The condominium unit owner shall have the right to have his unit connected to an external security system and to allow the placement of cables, equipment and all adjunctive mechanical, electro-mechanical, electrical and/or electronic devices upon the Condominium Property as shall be reasonably necessary to provide such service to such condominium unit, providing that such installation shall not be unsightly when installed outside the unit and that such installation shall not interfere with the reasonable, lawful and peaceful use of the common elements and the limited common elements by the persons entitled to use them.

E. SPECIAL PROVISIO REGARDING PARKING. The Condominium Association may adopt reasonable rules and regulations which shall provide a manner in which parking spaces may, in the absence of the use thereof by the unit owner or owners to which such parking is assigned as appurtenance (limited common element) to their unit, be used by guests, providing that any such rules and regulations shall not interfere with the reasonable use of such parking spaces by the owners of the condominium apartment units to which they are appurtenant as limited common elements.

F. ASSOCIATION MAY IMPOSE LEASEHOLD RESTRICTIONS. By a majority vote of the Board of Directors, the Board may impose restrictions and rules and regulations upon the leasing of units for terms of less than six (6) months, but no such rules and regulations shall be deemed applicable to any lease existing at the time of the promulgation of such rules and regulations, to the extent that such rules and regulations are inconsistent with the contractual obligations in the lease.

G. DEVELOPER'S RIGHT TO USE UNITS AS OFFICES. The Developer may maintain offices in units until all other units of the Developer have been sold, provisions of Article XIII of the Declaration to the contrary notwithstanding. Thereafter, the Developer may maintain offices in not more than one (1) unit of the Condominium with the permission of the Condominium Association or the membership under such reasonable terms and conditions as the Association and the Developer shall negotiate. This Paragraph G may not be amended without the written consent of the Developer.

H. RESTRICTION ON AMENDMENTS. Provisions of Article XII of this Declaration to the contrary notwithstanding, no provision of this Declaration or of the By-Laws of the Condominium Association granting or reserving to the Developer any rights, powers, authorities, usages or dispensations may be modified or amended in any way which will impair or restrict those rights, powers, authorities or special dispensations without the written approval of the Developer so long as the Developer or any successor or alternate Developer shall own any units in this Condominium, and for a period of two (2) years after the sale and conveyance of the last condominium unit owned by the Developer and any successor or alternate Developer to any person other than a successor or alternate Developer.

I. APPROVAL BY CONDOMINIUM ASSOCIATION. Whenever an approval of the Condominium Association is called for in this Declaration or in the By-Laws of the Condominium Association, such approval shall not be unreasonably withheld and such approval may be granted by act of the Board of Directors of the Condominium Association except in cases where the particular provision involved requires approval by the unit owners or the Condominium Association's members.

J. SHARES OF OWNERSHIP ON TERMINATION.

1. Upon removal of the Condominium Property from the provisions of The Condominium Act or other termination of the condominium form of ownership, no matter how effected, the unit owners shall own the Condominium Property in common in the undivided shares set forth as percentages in Article VII hereto, which shares are hereafter referred to as "Termination Shares", and not in the same proportions as the ownership of common elements and common expenses. Furthermore, so long as this Paragraph is operative, then the words "Termination Shares" shall be substituted in Article XVI and in Paragraph H of Article XXI for the words "share(s) of common elements" and for the words "common elements" in every context where the term "common elements" refers to or connotes a share or shares (as opposed to that portion of the Condominium Property not contained within the units). In addition, the references to Article VII in said Article XVI and in Paragraph H of Article XXI, shall in such cases be deemed references to Article VII.

2. Paragraph J-1 above and/or Article VII may be amended in accordance with the applicable provisions of Article XII hereof. The amendatory procedures set forth in Paragraph C of Article XII may be employed in any appropriate case therein mentioned and in any case in which through scrivener's error it shall appear that the total of the Termination Shares shall not equal exactly 100%. No amendment, however, whether under Paragraph A, B or C of Article XII, may change the Termination Share attributable to a unit without the written consent of the unit owner of that unit and of all mortgagees holding mortgages encumbering that unit. This Paragraph J-2 may not be amended without unanimous consent of all unit owners.

K. CONDEMNATION.

1. Adjustment of Shares in Common Elements. If the floor area of a unit is reduced by the taking, the percentage representing the share in the common elements and of the common expenses and common surplus appurtenant to the unit shall be reduced by multiplying the percentage of the applicable unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the unit after the taking and the denominator of which shall be the area in square feet of the unit before the taking. The shares of all other units in the common elements, common expenses and common surplus shall then be restated as follows:

(a) add the total of all percentages of all units after reduction as aforesaid (the "remaining percentage balance"); and

(b) divide each percentage for each unit after reduction of the percentage of the affected unit as aforesaid by the remaining percentage balance.

The result of such division for each unit shall be the adjusted percentage for such unit.

2. Amendment of Declaration. The changes in units, in the common elements and in the ownership of the common elements and share in the common expenses and common surplus that are affected by the taking shall be evidenced by an amendment to this Declaration. Such amendment need only be approved and executed by an officer of the Association upon the direction of a majority of all Directors of the Association.

L. INTERPRETATION. The Board of Directors of the Association shall be responsible for interpreting the provisions of this Declaration and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

M. ADJUSTMENT OF SPECIFIC DOLLAR AMOUNTS. Whenever specific dollar amounts are recited in this Declaration (or in the Articles or By-Laws or rules and regulations), unless limited by law or by the specific text hereof (or thereof), such amounts will be increased from time to time by application of a nationally recognized consumer price index chosen by the Board, using the date this Declaration is recorded as the base period. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

ARTICLE XXVIII

RECREATIONAL FACILITIES

A. There are no recreation facilities that are a part of the common elements of this Condominium. Unit owners have a right to utilize recreation facilities that have been constructed on adjacent property in the condominium known as AZALEA WOODS CONDOMINIUM. The recreation facilities to be utilized consist of one (1) swimming pool, a covered cabana, a men's restroom, a women's restroom and a pool equipment room. In consideration of the right to utilize these facilities, the unit owners have an obligation to contribute to the maintenance and related expenses of the recreational facilities. The use of the recreational facilities by the unit owners shall be by virtue of that certain Declaration of Servitude attached hereto and made a part hereof as Exhibit D. The right of use of these

facilities shall be in common with ninety-eight (98) additional condominium units that have been constructed on adjacent property.

Exhibit D to this Declaration of Condominium is attached hereto and by reference made a part hereof.

B. The Condominium Association, upon recommendation of a majority of its Board of Directors and with the consent of a majority of the Associations' members and subject to the requirements of Paragraph D below, may from time to time acquire and enter into agreements whereby it acquires leaseholds, memberships and 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. Such agreements shall provide the manner in which they may be amended, otherwise an amendment shall require all the approvals set forth in this Paragraph B and Paragraph D below.

C. So long as the Association shall be subject to the provisions, covenants, conditions or promises contained in any agreement, lease or other undertakings entered into under the authority of this Article XXVIII, this Article may not be modified, amended or changed in any regard without the consent in writing of the lessor therein or the equivalent party, if he be not properly denominated "lessor", which consent shall be evidenced by said lessor or equivalent party joining in the execution of the certificate of amendment with the formalities required for deeds.

D. The provisions of Paragraph B above notwithstanding, mortgagees holding first mortgages on any unit or units shall, if they acquire such units by foreclosure or deed in lieu of foreclosure, take such unit or unit exempt from and free and clear of any of the terms and obligations and without the use benefits of such agreements entered into under the authority granted in Paragraph B above to the same extent and effect as if such agreements did not exist, unless such mortgagee or subsequent owner of such unit taking title through such mortgagee shall at any time consent in writing to such agreement or agreements, in which case the exemption granted in this Paragraph D shall thereafter not apply to such unit or units. The exemption granted in this Paragraph D shall include, but not be limited to, an exemption from the payment of the prorata share of any rent, license fees, use fees, maintenance charges or other exactions imposed upon the Condominium Association and/or its unit owners under the terms of such agreements, whether or not such impositions or obligations shall constitute common expenses of the Condominium. If, however, at or before the time the Association enters into such agreement or agreements, a majority of the first mortgagees of the units in the Condominium shall approve said agreement or agreements, then the exemption provided for in this Paragraph D shall not apply to any unit in the Condominium.

E. The provision of Paragraph B to the contrary notwithstanding, the consent of the Developer shall be a mandatory requirement to the Association's entry into any agreement or acquisition authorized under Paragraph B above at any time while the Developer owns condominium units the common elements of which aggregate ten percent (10%) or more. This Article XXVIII shall not be amended without Developer's consent so long as Developer owns more than one condominium apartment unit in the Condominium.

JOINDER BY ASSOCIATION

COUNTRYSIDE AZALEA CONDOMINIUM ASSOCIATION, INC.,
herein referred to as the Association, hereby joins in and
approves the making of the foregoing Declaration and consents
to the terms and provisions contained therein.

Signed, sealed and delivered
in the presence of:

COUNTRYSIDE AZALEA CONDOMINIUM
ASSOCIATION, INC.

By: _____

Robert E. Floyd
President

Attest: _____

Richard Brown
Secretary/Treasurer

STATE OF FLORIDA

COUNTY OF PINELLAS

Before me, the undersigned authority, this day per-
sonally appeared ROBERT E. FLOYD and RICHARD BROWN, and they
acknowledged that they are the duly authorized officers of the
said corporation and that they executed the foregoing instru-
ment for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and
County last aforesaid this _____ day of _____, 1983.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, U. S. HOME CORPORATION has caused this Declaration of Condominium to be executed by its duly authorized officers this _____ day of _____, 1983.

IN THE PRESENCE OF:

U. S. HOME CORPORATION

By: _____

Division President

Attest: _____

Division Secretary

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared _____ as Division President and Division Secretary, respectively, of U. S. HOME CORPORATION, to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Declaration of Condominium for the uses and purposes therein expressed, as such officers, by authority and on behalf of said Corporation, as the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, said County and State, this _____ day of _____, 1983.

Notary Public

My Commission Expires:

AZALEA WOODS CONDOMINIUM II

DESCRIPTION OF LANDS TO BE INCLUDED IN PHASE I:

A tract of land lying in the Northeast 1/4 of Section 19, Township 28 South, Range 18 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 19; thence N 89° 28' 47" W along the North line of said Section 19, for 3129.76 feet; thence S 00° 00' 49" E, for 197.10 feet, to the POINT OF BEGINNING of PHASE I; thence N 89° 59' 41" E, for 101.08 feet; thence S 00° 00' 49" E, for 221.28 feet to a point on the northerly right-of-way line of Northside Drive, as platted in COUNTRYSIDE TRACT & REPLAT, as recorded in Plat Book 78, pages 11 and 12, of the Public Records of Pinellas County, Florida; thence along said line N 73° 13' 43" W, for 106.52 feet; thence N 00° 00' 49" W, for 191.09 feet, to the POINT OF BEGINNING of PHASE I, and contains 0.49 acres, more or less.

AZALEA WOODS CONDOMINIUM II

DESCRIPTION OF LANDS TO BE INCLUDED IN PHASE II:

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°38'47" W along the North line of said Section 19, for 2018.75 feet, to the POINT OF BEGINNING of PHASE I; thence continue N 89°38'47" W, for 103.01 feet; thence S 00°00'45" E, for 197.88 feet; thence N 89°38'11" E, for 102.00 feet; thence N 00°00'48" W, for 197.28 feet to the POINT OF BEGINNING of PHASE I, and contains 0.47 acres, more or less.

AZALEA WOODS CONDOMINIUM II

DESCRIPTION OF LANDS TO BE INCLUDED IN PHASE III:

A tract of land lying in the Northeast 1/4 of Section 19, Township 18 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 3129.74 feet; thence S 08°00'49" E, for 197.80 feet; thence N 89°39'11" E, for 102.08 feet to the POINT OF BEGINNING of PHASE 3; thence N 00°00'49" W, for 82.37 feet; thence S 89°39'47" E, for 108.54 feet; thence S 00°30'12" W, for 309.99 feet; thence N 74°09'00" W, for 107.81 feet; thence N 00°00'49" W, for 105.87 feet to the POINT OF BEGINNING of PHASE 3, and contains 0.48 acres, more or less.

AZALEA WOODS CONDOMINIUM II

DESCRIPTION OF LANDS TO BE INCLUDED IN PHASE IV:

A tract of land lying in the Northeast 1/4 of Section 19, Township 28 South, Range 18 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 1891.51 feet, to the POINT OF BEGINNING of PHASE 4; thence S 00° 39' 13" W, for 112.00 feet; thence N 89° 39' 47" W, for 324.24 feet; thence N 00° 00' 00" W, for 114.95 feet; thence S 89° 39' 47" E, for 325.24 feet, to the POINT OF BEGINNING of PHASE 4, and contains 0.59 acres, more or less.

AZALEA WOODS CONDOMINIUM II

DESCRIPTION OF LANDS TO BE INCLUDED IN PHASE V:

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 1881.61 feet; thence S 00°20'13" W, for 119.00 feet to the POINT OF BEGINNING of PHASE 3; thence N 89°39'47" W, for 119.00 feet; thence S 00°20'13" W, for 109.69 feet; thence S 19°00'00" E, for 120.49 feet; thence N 00°20'13" E, for 224.25 feet to the POINT OF BEGINNING of PHASE 3, and contains 0.40 acres, more or less.

AZALEA WOODS CONDOMINIUM II

DESCRIPTION OF ALL LANDS TO BE INCLUDED:

A tract of land lying in the Northeast 1/4 of Section 19, Township 28 South, Range 18 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 19; thence N 89°28' 47" W along the North line of said Section 19, for 1801.31 feet to the POINT OF BEGINNING; thence continue N 89°28' 47" W, for 228.25 feet; thence S 00°00' 49" E, for 291.88 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 28, pages 11 and 17, of the Public Records of Pinellas County, Florida; thence along said line S 75°17' 49" E, for 186.32 feet; thence N 00°00' 49" W, for 115.41 feet; thence S 78°00' 00" E, for 228.18 feet; thence N 60°20' 13" E, for 348.35 feet to the POINT OF BEGINNING, and contains 2.64 acres, more or less.

AZALEA WOODS CONDOMINIUM II

DESCRIPTION OF ALL LANDS TO BE INCLUDED IN THE RECREATIONAL AREA:

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 336.01 feet, to the POINT OF BEGINNING of the RECREATION AREA; thence S 0°03'04" E, for 69.27 feet, to the point of curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve having a radius of 77.00 feet and a central angle of 20°02'30", for 26.93 feet; thence N 78°00'00" W, for 188.34 feet; thence N 12°00'00" E, for 58.76 feet; thence S 89°39'47" E, for 167.26 feet, to the POINT OF BEGINNING of the RECREATION AREA, and contains 0.31 acres, more or less.

AZALEA WOODS CONDOMINIUM II

A PHASE CONDOMINIUM LYING IN THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 16 EAST
CLEARWATER PINELLAS COUNTY FLORIDA

LEGAL DESCRIPTION - ALL LANDS THAT MAY BECOME PART OF AZALEA WOODS CONDOMINIUM II

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° 32' 47" W along the North line of said Section 19, for 1801.51 feet to the POINT OF BEGINNING; thence continue S 89° 32' 47" W, for 2125.76 feet, thence S 00° 00' 49" E, for 197.20 feet to a point on the northerly right-of-way line of Northside Drive, as platted in COUNTERSIDE TRACT & REPLAT, as recorded in Plat Book 78, pages 11 and 12, of the Public Records of Pinellas County, Florida, for 102.00 feet, thence S 72° 02' 00" E, for 105.24 feet, thence N 00° 00' 49" W, for 115.41 feet, thence S 72° 02' 00" E, for 105.24 feet, thence N 00° 00' 49" W, for 115.41 feet, to the POINT OF BEGINNING, and contains 1.64 acres, more or less.

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

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° 32' 47" W along the North line of said Section 19, for 2125.76 feet, thence S 00° 00' 49" E, for 197.20 feet, to the POINT OF BEGINNING OF PHASE I; thence N 89° 32' 47" W, for 102.00 feet, thence S 00° 00' 49" E, for 22.128 feet to a point on the northerly right-of-way line of Northside Drive, as recorded in COUNTERSIDE TRACT & REPLAT, as recorded in Plat Book 78, pages 11 and 12, of the Public Records of Pinellas County, Florida, for 102.00 feet, thence S 72° 02' 00" E, for 105.24 feet, thence N 00° 00' 49" W, for 115.41 feet, thence S 72° 02' 00" E, for 105.24 feet, thence N 00° 00' 49" W, for 115.41 feet, to the POINT OF BEGINNING OF PHASE I, and contains 0.49 acres, more or less.

LEGAL DESCRIPTION - ALL LAND 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 corner of said Section 19, thence N 89° 32' 47" W along the North line of said Section 19, for 2024.75 feet, to the POINT OF BEGINNING OF PHASE 2; thence continue N 89° 32' 47" W, for 103.01 feet, thence S 00° 00' 49" E, for 197.20 feet, thence S 72° 02' 00" E, for 105.24 feet, thence N 00° 00' 49" W, for 115.41 feet, to the POINT OF BEGINNING OF PHASE 2, and contains 0.47 acres, more or less.

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 S 89° 32' 47" W along the North line of said Section 19, for 2125.76 feet, thence S 00° 00' 49" E, for 197.20 feet, thence N 89° 32' 47" W, for 102.00 feet to the POINT OF BEGINNING OF PHASE 3; thence S 00° 00' 49" W, for 115.41 feet, thence S 72° 02' 00" E, for 105.24 feet, thence N 00° 00' 49" W, for 115.41 feet, to the POINT OF BEGINNING OF PHASE 3, and contains 0.49 acres, more or less.

LEGAL DESCRIPTION - ALL LAND 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° 32' 47" W along the North line of said Section 19, for 1801.51 feet to the POINT OF BEGINNING OF PHASE 4; thence S 00° 00' 49" W, for 115.41 feet, thence S 72° 02' 00" E, for 105.24 feet, thence N 00° 00' 49" W, for 115.41 feet, to the POINT OF BEGINNING OF PHASE 4, and contains 0.59 acres, more or less.

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:

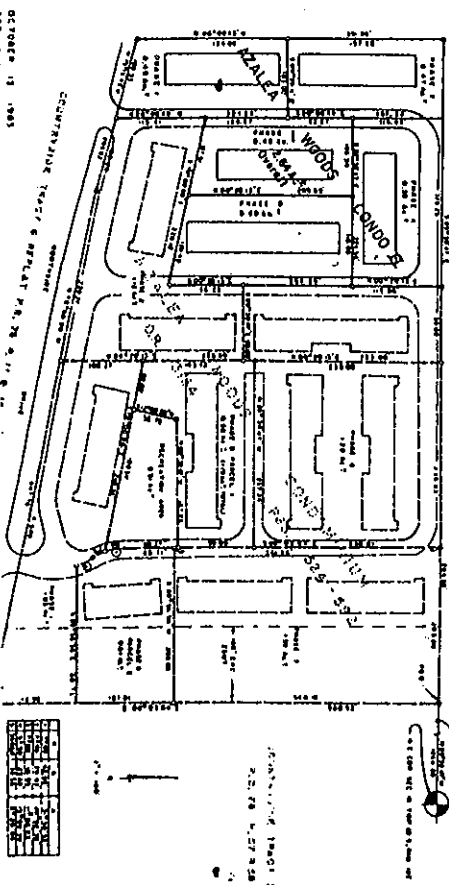
Commence at the Northeast corner of said Section 19, thence N 89° 32' 47" W along the North line of said Section 19, for 1801.51 feet, thence N 89° 32' 47" W, for 115.41 feet, thence S 00° 00' 49" E, for 115.41 feet, thence S 72° 02' 00" E, for 105.24 feet, thence N 00° 00' 49" W, for 115.41 feet, to the POINT OF BEGINNING OF PHASE 5, and contains 1.09 acres, more or less.

SURVEYOR'S CERTIFICATE

I hereby certify that on this _____ day of _____ 1981, the property described herein under the heading "LEGAL DESCRIPTION OF ALL LANDS THAT MAY BECOME PART OF AZALEA WOODS CONDOMINIUM II" was surveyed and staked and that the dimensions and angles are correct. I further certify that the construction of the natural bearings with the accuracy of the instrument used in the survey is correct. I am a duly licensed Professional Land Surveyor in the State of Florida, and that the identification, location, and dimensions of the common boundary and each unit in Phase I can be determined from these materials.

 Kent L. Boyd
 Professional Land Surveyor 13100
 State of Florida

 D. L. Boyd, Sr.
 State of Florida

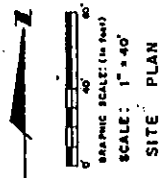
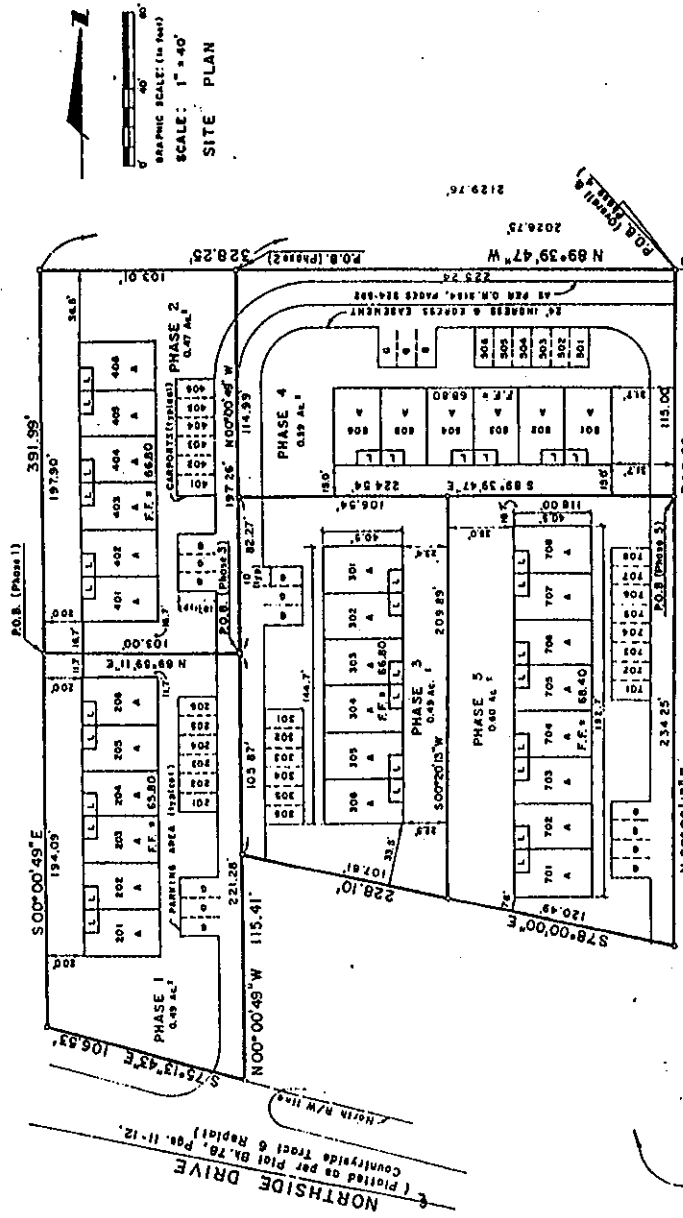


AZALEA WOODS

CONDOMINIUM II

A PHASE CONDOMINIUM LYING IN THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 16 EAST
CLEARWATER PINELLAS COUNTY FLORIDA

SECTION CENTER
S. 1140 W. 55. 1125-1125



AZALEA WOODS CONDO.
PHASE 2
S.R.#. 5154, PG. 583

AZALEA WOODS CONDO.
PHASE 3
O.P. N. 0390, PG. 590

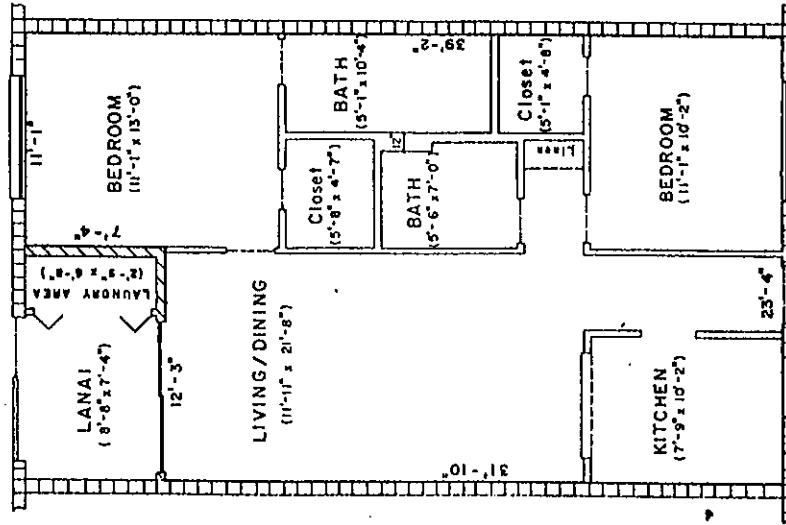
N.E. Corner of
SEC. 19-28-16

C. P. Real Estate, Survey & Mapping, Inc.
311

25/000000 0 000

AZALEA WOODS CONDOMINIUM II

A PHASE CONDOMINIUM LYING IN THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 16 EAST
 CLEARWATER PINELLAS COUNTY FLORIDA



TYPICAL UNIT FLOOR PLAN
 SCALE: 1/4" = 1'-0"

SURVEYOR'S NOTES

- This is a Phase Condominium created pursuant to Section 718.403 of the Condominium Act. Phases 2 through 5 may be added by amendment as provided therein.
- Elevations shown are based on INCHES mean sea level datum.
- Bearings shown hereon are relative to an assumed datum.
- Common elements are those portions of the condominium property that are not contained within the individual condominium units or the limited common elements. Of the improvements shown hereon, Phase 1 will be substantially complete effective the date of execution of the Surveyor's Certificate on page 3 of 2.
- The improvements in Phases 2 through 5 are proposed and will be complete at a date to be determined.
- The numbers shown inside each carpet space indicates the unit to which they are assigned.
- The dimensions and limits of the individual units are along the interior faces of the boundary walls, and are typical for all units. These dimensions are based on the survey of the site and the proposed construction. The dimensions are Field dimensions and are in substantial compliance with these plans except for minor deviations due to normal construction practices.
- The interior faces of the boundary walls are indicated by the bold lines.
- Dimensions shown in parentheses are dimensions of the units to which the respective covered parking spaces and screened porches are assigned.
- All boundary walls are common elements.
- F.F. indicates proposed finished first floor elevation.
- Calling heights are variable.
- Lowest point of building roof is approximately 8 feet above finished floor elevation.

LEGEND

- ▬ 6" WALL
- ▬ 6" WALL
- ▬ 6" WALL
- C Indicates a guest parking space
- 1 Indicates limited common elements
- Indicates doorways
- (R-00" or 00") Indicates approximate room dimensions

AZALEA WOODS CONDOMINIUM II

The percentages of undivided shares in the common elements and shares in the common expenses and common surplus appurtenant to each unit is as follows:

<u>All Units</u>	<u>Percentage</u>
Phase I	1/6
Phase II	1/12
Phase III	1/18
Phase IV	1/24
Phase V	1/32

EXHIBIT C

NONEXCLUSIVE RECREATION AREA
EASEMENT AND USE AGREEMENT
(Declaration of Servitude)

This Nonexclusive Easement and Use Agreement made and entered into this _____ day of _____, 1983, by and between U. S. HOME CORPORATION, a Delaware corporation (hereinafter referred to as Owner), and COUNTRYSIDE AZALEA CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit corporation (hereinafter referred to as Association).

WHEREAS, Owner is the owner of that certain real property legally described on page 1 of Exhibit A attached hereto and by reference made a part hereof, which property has been improved and will be used as a recreation area for AZALEA WOODS CONDOMINIUM and AZALEA WOODS CONDOMINIUM II or other condominium projects to be built or which have been built on real property described on Exhibit B attached hereto and labeled "Overall", containing a total of ninety-eight (98) condominium units: and

WHEREAS, Owner will submit the beforementioned recreation area to condominium ownership as part of the common elements of AZALEA WOODS CONDOMINIUM, subject to this easement and use agreement in favor of condominium units to be constructed in AZALEA WOODS CONDOMINIUM II, or such other condominiums as may be constructed in the AZALEA WOODS project. In any event, the maximum number of units that will utilize the beforementioned recreational facilities will be ninety-eight (98): and

WHEREAS, the Association is the legal entity responsible for the operation of AZALEA WOODS CONDOMINIUM II and is making and entering into this Nonexclusive Easement and Use Agreement pursuant to its Articles of Incorporation, By-Laws, and the Declaration of Condominium for AZALEA WOODS CONDOMINIUM II for the purpose of providing a possessory and use interest in the Owner's interest in the above-described real property, hereinafter referred to as "Recreation Areas" for the use, enjoyment, recreation and benefit of its members.

NOW, THEREFORE, and in consideration of the foregoing mutual covenants herein contained and Ten and 00/100 Dollars (\$10.00) as to the other in hand paid, the parties covenant and agree each with the other as follows:

ARTICLE I

Grant by the Owner:

Owner, on behalf of itself and its successors in interest, upon the terms and conditions stated herein, does hereby give and grant unto the Association, its successors, assigns, members and their guests and invitees, a nonexclusive easement and right of use in and to the Recreation Area above described. Said easement and right of use shall be in common with other condominiums to be constructed in the AZALEA WOODS development and specifically in common with the sixty-six (66) condominium units in AZALEA WOODS CONDOMINIUM.

ARTICLE II

Term:

This easement and right of use is subject to all the terms, covenants and conditions herein; a permanent and

NONEXCLUSIVE EASEMENT AND USE AGREEMENT

CONFIDENTIAL

perpetual easement of right of use.

ARTICLE III

Obligation to Pay Maintenance:

Association covenants and agrees to pay, in consideration for the easement and use, its share, as described below, of the total costs, charges and expenses of the ownership, operation and maintenance of the Recreation Areas, including, but not limited to, taxes, insurance, pool and ground care, and costs of all building, maintenance and other repair and replacement required to maintain said Recreation Areas as improved in a good state of repair. The beforementioned expenses shall be borne by all Condominium Associations which have a right to use the beforementioned recreational facilities in a percentage determined by the relationship that the total number of units in a Condominium Association bears to the total number of condominium units in all Condominium Associations. For example, if there are a total of ninety-eight (98) condominium units in all Condominium Associations, and COUNTRYSIDE AZALEA CONDOMINIUM ASSOCIATION, INC. has sixty-six (66) condominium units, then that Association shall bear approximately 67.347 percent of the maintenance expenses of the beforementioned recreation facilities. Further, if COUNTRYSIDE AZALEA CONDOMINIUM ASSOCIATION, INC. has thirty-two (32) condominium units, then that Association shall bear approximately 32.653 percent of the beforementioned maintenance expenses. Each Condominium Association shall charge its share of the maintenance expenses to its unit owners according to the manner of sharing common expenses as described in its Declaration of Condominium.

ARTICLE IV

Improvements by Owner:

Owner has, at its cost and expense, improved the property with a covered cabana and pool. Owner has no obligation to make any additional improvements, and Association accepts the Recreation Area in its present "as is" condition or in its condition when completed.

ARTICLE V

Use:

The use of the Recreation Area by the members shall at all times be subject to such reasonable rules and regulations as shall from time to time be promulgated by the Owner, its designee or AZALEA WOODS CONDOMINIUM ASSOCIATION, INC. Said rules and regulations shall be such as will afford the maximum use and enjoyment of the facilities by all co-users thereof, and shall be uniform in their application.

ARTICLE VI

Ingress-Egress:

The Owner hereby assigns a nonexclusive ingress-egress easement to the Association and its members over and across roadways that exist on AZALEA WOODS CONDOMINIUM for the purpose of ingress and egress to and from the before-mentioned recreation area.

ARTICLE VII

Miscellaneous Provisions:

A. The Association's interest herein shall not be assignable.

B. Association covenants and agrees to indemnify and save Owner harmless from any claims, debts or obligations which may be made against the Owner or Owner's title in the premises by virtue of the making of this agreement and the ownership by the Association of the interests created hereby.

C. The parties hereto agree that Owner would not have improved the Recreation Area except for this easement and right of use having been made and entered into by Association and the payment of the costs as defined herein for the full term hereof. Accordingly, Association may not cancel this Easement and Use Agreement during the full term thereof and shall pay the costs described in Article III, whether or not Association and its members use the Recreation Area.

D. Owner and its successors in interest shall have all rights provided by law for the enforcement of this agreement, and in the event enforcement is required, Association agrees to pay all costs incurred by Owner or its successors in interest, including a reasonable attorney's fee.

ARTICLE VIII

Reservation of Rights:

The Owner hereby retains an easement and right of use in the subject recreation area until such time as it sells all condominium units in the ALALEA WOODS condominium project.

ARTICLE IX

Entire Agreement:

This constitutes the entire Agreement between the parties, and the same shall be binding upon the heirs, successors, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this instrument for the purposes herein expressed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

U. S. HOME CORPORATION

By: _____

Division President

As to Owner _____

Attest: _____

Division Secretary

(CORPORATE SEAL)

COUNTRYSIDE AZALEA CONDOMINIUM
ASSOCIATION, INC.

By: _____
President

As to Association

Attest: _____
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____ as Division President and Division Secretary respectively of U. S. HOME CORPORATION, a Delaware corporation, to me known to be the persons described in and who executed the foregoing instrument, 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 _____ day of _____, 1983.

Notary Public

My Commission Expires:

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____ as President and Secretary respectively of COUNTRYSIDE AZALEA CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit corporation, to me known to be the persons described in and who executed the foregoing instrument, 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 _____ day of _____, 1983.

Notary Public

My Commission Expires:

AZALEA WOODS CONDOMINIUM II

DESCRIPTION OF ALL LANDS TO BE INCLUDED IN THE RECREATIONAL AREA:

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 336.01 feet, to the POINT OF BEGINNING of the RECREATION AREA; thence S 0°03'04" E, for 69.27 feet, to the point of curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve having a radius of 77.00 feet and a central angle of 20°02'30", for 26.93 feet; thence N 78°00'00" W, for 188.34 feet; thence N 12°00'00" E, for 58.76 feet; thence S 89°39'47" E, for 167.26 feet, to the POINT OF BEGINNING of the RECREATION AREA, and contains 0.31 acres, more or less.

EXHIBIT A

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of COUNTRYSIDE AZALEA CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on November 4, 1983, as shown by the records of this office.

The charter number of this corporation is 771109.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
4th day of November, 1983.



CER-101

George Firestone
Secretary of State

ARTICLES OF INCORPORATION

OF

COUNTRYSIDE AZALEA CONDOMINIUM
ASSOCIATION, INC.

SECRETARY OF STATE
NOV 1 31 1983
FILED

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 COUNTRYSIDE AZALEA 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 II, a condominium to be located upon those certain lands in Pinellas County, Florida, legally described on Exhibit "A" attached to the Declaration of Condominium 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 and V, which are also described on Exhibit "A" attached to the Declaration of Condominium.

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.

PROSPECTUS EXHIBIT 3
ARTICLES OF INCORPORATION

(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 rules and regulations regarding the use of the condominium property.

(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 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.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE IV

Members

4.1 The members of the Association shall consist of all of the record owners of apartments in the condominium, and after termination of the condominium shall consist of those who

are members at the time of such termination and their successors and assigns.

4.2 Change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

4.4 The owner of each apartment shall be entitled to one vote as a member of the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

4.5 The terms "apartment" and "apartment owner" or "owners" shall have the same meaning as "unit" and "unit owner" or "owners" as same are defined in the Condominium Act.

ARTICLE V

Directors

5.1 The affairs of the Association will be managed by a Board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination, shall consist of three directors. The initial directors need not be members of the Association. All subsequent directors shall be members of the Association.

5.2 Directors of the Association, other than the initial directors and directors elected pursuant to Section 5.3, shall be elected at the annual meeting of the members in the manner determined by these By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

5.3 The fee owner of the land and Developer of the condominium property is U. S. Home Corporation, a Delaware corporation authorized to do business in the State of Florida.

Association control shall be transferred from the Developer to unit owners, other than the Developer, in the manner provided for in Florida Statutes 718.301. The Directors named in these Articles and Directors elected pursuant to the provisions of said 718.301 shall serve until the first annual election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

5.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Names</u>	<u>Addresses</u>
Robert E. Floyd	3603 Countryside Boulevard Palm Harbor, Florida 33563
Walter Beeman	3603 Countryside Boulevard Palm Harbor, Florida 33563

Richard Brown

3603 Countryside Boulevard
Palm Harbor, Florida 33563

ARTICLE VI

Officers

The affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Names</u>	<u>Addresses</u>
Robert E. Floyd President	3603 Countryside Boulevard Palm Harbor, Florida 33563
Walter Beeman Vice President	3603 Countryside Boulevard Palm Harbor, Florida 33563
Richard Brown Secretary/Treasurer	3603 Countryside Boulevard Palm Harbor, Florida 33563

5.5 Notwithstanding anything contained in this document to the contrary, the control of this corporation shall pass to the unit owners other than the Developer not later than the earlier of the following:

(a) One hundred twenty (120) days after the date by which seventy-five percent (75%) of the units have been conveyed to unit purchasers; or

(b) Within three (3) years following the first conveyance to a unit purchaser.

ARTICLE VII

Indemnification

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or settlement of any proceeding to which he may be a part or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance of malfeasance in the performance of his duties provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors and the power to adopt, alter, amend or

rescind bylaws shall be vested in the Board of Directors and the membership.

ARTICLE IX

Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided,

(a) such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) By not less than 80% of the votes of the entire membership of the Association.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of Article III without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Pinellas County, Florida.

ARTICLE X

Subscriber

The name and address of the subscriber of these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
U. S. Home Corporation	3603 Countryside Boulevard Palm Harbor, Florida 33563

FILED
NOV 4 1 31 PM '83
SECRETARY OF STATE

ARTICLE XI

Association Address

The office of the Association shall be at 3603 Countryside Boulevard, Palm Harbor, Florida 33563.

ARTICLE XII

Registered Office and Agent

The registered office of the Association is at 3603 Countryside Boulevard, Palm Harbor, Florida 33563. The registered agent is Richard Brown, a resident of the State of

Florida, whose business office is identical with that of the registered office.

Agency Accepted:

Richard Brown

ARTICLE XIII

Term

The term for which this corporation shall exist is perpetual.

IN WITNESS WHEREOF, the subscribers have affixed their signatures, this 6 day of October, 1983.

U. S. HOME CORPORATION

By: [Signature]
Division President

Attest: [Signature]
Division Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared Ferry Baldrige and Walter Burman, as Division President and Division Secretary, respectively, of U. S. HOME CORPORATION, to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Articles of Incorporation for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Clearwater, said County and State, this 6th day of October, 1983.

[Signature]
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 14, 1985
Bonded by State Automobile Mutual Insurance Co

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BY-LAWS
OF
COUNTRYSIDE AZALEA CONDOMINIUM ASSOCIATION, INC.

PROSPECTUS EXHIBIT 4
BY-LAWS

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BY-LAWS
OF
COUNTRYSIDE AZALEA CONDOMINIUM ASSOCIATION, INC.

ARTICLE I. IDENTITY

These are the By-Laws of COUNTRYSIDE AZALEA CONDOMINIUM ASSOCIATION, INC. (the Association), a corporation not for profit under the laws of the State of Florida, organized for the purpose of administering that certain condominium located in Pinellas County, Florida, and known as AZALEA WOODS CONDOMINIUM II.

1.1 Principal office.

The principal office of the Association shall be at 3603 Countryside Boulevard, Palm Harbor, Florida 33563, or at such other place as may be designated by the Board of Directors.

1.2 Fiscal year.

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

1.3 Seal.

The seal of the Association shall bear the name of the corporation, the word "Florida", the words "corporation not for profit" and the year of incorporation.

1.4 Definitions.

For convenience, these By-Laws shall be referred to as the "By-Laws", the Articles of Incorporation of the Association as the "Articles", and the Declaration of Condominium for the condominium as the "Declaration". The other terms used in these By-Laws shall have the same definitions and meaning as those set forth in F.S. Chapter 718, The Condominium Act (the Act), as well as those set forth in the Declaration and the Articles, unless provided to the contrary in these By-Laws, or unless the context otherwise requires.

ARTICLE II. MEETINGS OF MEMBERS AND VOTING

2.1 Annual meeting.

The annual meeting of the members shall be held on the date and at the place and time as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

2.2 Special meetings.

Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary on receipt of a written request from at least ten percent (10%) of the members of the Association entitled to vote at the meeting. Requests for a meeting by the members shall state the purpose for the meeting, and business conducted at any special meeting shall be limited to the matters stated in the notice for it.

The provisions of this section, as applicable, shall be modified by the provisions of F.S. 718.112(2)(f), concerning budget meetings; F.S. 718.112(2)(g), concerning recall; F.S. 718.112(2)(k), concerning budget reserves; and F.S. 718.301(1) and (2), concerning election of Directors by unit owners other than the Developer.

2.3 Notice of annual meeting.

Written notice of the annual meeting shall be mailed to each unit owner at least ~~fourteen (14)~~ days and not more than sixty (60) days before the annual meeting. A copy of the notice shall be posted in a conspicuous place on the condominium property at least ~~fourteen (14)~~ days before the annual meeting. The post office certificate of mailing shall be retained as proof of the mailing. Unit owners may waive notice of the annual meeting.

2.4 Notice of special meetings, generally.

Except as modified by the specific requirements for special kinds of members' meetings as set out in these By-Laws, notice of special meetings, generally, shall be in writing, shall state the place, day and hour of the meeting and the purpose or purposes for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the Association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the Association.

2.5 Notice of budget meeting.

The Board of Directors shall mail a notice and a copy of the proposed annual budget to the unit owners not less than thirty (30) days before the meeting at which the Board will consider the budget.

2.6 Notice of meeting to consider excessive budget.

If a budget adopted by the Board of Directors requires assessment against the unit owners for any calendar year exceeding one hundred fifteen percent (115%) of assessment for the preceding year, the Board, on written application of ten percent (10%) of the unit owners to the Board, shall call a special meeting of the unit owners within thirty (30) days, on not less than ten (10) days' written notice to each unit owner.

2.7 Notice of meeting to consider recall of board members.

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, stating the purpose for the meeting.

2.8 Notice of meeting to elect nondeveloper directors.

Notice of a meeting to elect a Director or Directors from unit owners other than the Developer shall be given not less than thirty (30) days nor more than forty (40) days before the meeting. The meeting may be called and notice given by any

unit owner if the Association fails to do so.

2.9 Quorum.

A quorum at meetings of members shall consist of persons entitled to cast, either in person or by proxy, a majority of the votes of the entire membership. Absentee ballots, alone, may not be counted in determining a quorum.

2.10 Voting.

(a) Number of votes.

In any meeting of members, the owners of units shall be entitled to cast one (1) vote for each unit owned. The vote of a condominium unit is not divisible.

(b) Majority vote.

The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding on all unit owners for all purposes unless the Act, the Declaration, the Articles or these By-Laws require a larger percentage of vote, in which case that larger percentage shall control.

2.11 Membership-designation of voting member.

Persons or entities shall become members of the Association on the acquisition of fee title to a unit in the condominium after approval of the acquisition in the manner provided in the Declaration. Membership shall be terminated when a person or entity no longer owns a unit in the condominium. If a unit is owned by more than one (1) natural person, any record owner of the unit may vote in person or by proxy, provided that there shall be no more than one (1) vote per unit. In the case of conflict among the owners of the unit, the vote for that unit shall not be counted as to the matter under consideration in which the conflict arose, and whether the conflict appears by vote in person or by proxy. Ballots may be cast for units owned by corporations or partnerships by a president, vice president, a partner, or any other person designated in a written certificate filed with the Secretary of the Association and signed by a president or vice president of a corporation or a partner of a partnership.

2.12 Proxies; powers of attorney.

Votes may be cast in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, and it may be revoked at any time at the pleasure of the unit owner executing it. The proxy shall be signed by the unit owner or owners (if more than one) or by the appropriate officer or partner of a corporation or partnership or other designated person mentioned in Section 2.11, or the duly authorized attorney-in-fact of that person or persons (provided the power of attorney is filed with the Secretary of the Association). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. One holding a power of attorney for a unit owner, properly executed and

granting such authority, may vote that unit.

2.13 Adjourned meetings.

If any meeting of members cannot be organized because a quorum is not present, the members who are present either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the condominium property as soon thereafter as may be practical, stating the time and place to which the meeting is adjourned.

2.14 Waiver of notice.

Unit owners may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the Association either before, at or after the meeting for which the waiver is given.

2.15 Action by members without a meeting.

Unit owners may take action by written agreement without a meeting, as long as written notice is given to the unit owners in the manner prescribed elsewhere in these By-Laws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these By-Laws. The decision of a majority of the unit owners, or a larger percentage vote as otherwise may be required by the Act, the Declaration, the Articles or these By-Laws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership, provided a quorum submits a response. The notice shall set forth a time period within which responses must be made by the members.

2.16 Minutes of meetings.

The minutes of all meetings of unit owners shall be kept in a book available for inspection by unit owners or their authorized representatives, and Board members at any reasonable time. The minutes shall be retained by the Association for a period of not less than seven (7) years. Unit owners and their authorized representatives shall have the right to make handwritten notations from the minutes.

2.17 Order of business.

The order of business at annual meetings of members and as far as practical at other members' meetings, shall be:

- (a) Call to order
- (b) Election of a chairman of the meeting, unless the President or Vice President is present, in which case he shall preside
- (c) Calling of the roll, certifying of proxies, determination of a quorum
- (d) Proof of notice of the meeting or waiver of notice
- (e) Reading and disposal of any unapproved minutes
- (f) Reports of officers
- (g) Reports of committees

- (h) Appointment of inspectors of election
- (i) Determination of number of directors
- (j) Election of directors
- (k) Unfinished business
- (l) New business
- (m) Adjournment

2.18 Actions specifically requiring unit owner votes.

The following actions require approval by the unit owners and may not be taken by the Board of Directors acting alone:

- (a) Amendments to the Declaration, except those made by the Developer adding a phase to the condominium and recording a certificate of surveyor.
- (b) Merger of two (2) or more independent condominiums of a single complex to form a single condominium.
- (c) Purchase of land or recreation lease.
- (d) Cancellation of certain grants or reservations made by the Declaration, a lease or other document and any contract made by the Association before the transfer of control of the Association from the Developer to unit owners other than the Developer.
- (e) Exercise of option to purchase recreational or other commonly used facilities lease.
- (f) Providing no reserves, or less than adequate reserves.
- (g) Recall of members of Board of Directors.
- (h) Other matters contained in the Declaration, the ARTICLES or these By-Laws that specifically require a vote of the members.

2.19 Secret ballots, proxy.

Any vote to amend the Declaration to change the percentage of ownership in the common elements or the sharing of the common expenses must be conducted by secret ballot. Unit owners wishing to vote a secret ballot by proxy shall be mailed a ballot slip on a paper separate from that containing the proxy and notice of meeting. The proxy shall be only for the purpose of establishing a quorum at the meeting at which the secret ballot is to be conducted, and shall not contain on its face instructions as to how the proxy holder should vote the secret ballot. Provision shall be made for the secret ballot slip to be returned to the Secretary of the Association in a sealed, unmarked envelope, separate from the proxy, which shall be placed in a larger envelope containing the sealed ballot. At the meeting at which the secret ballot is to be taken, the Secretary will present the unopened envelopes to the inspectors of election, who will then examine and verify the proxies separately from the secret ballots in a manner that will ensure the integrity of the secret vote. The inspectors of election will then tally the secret ballots of those present at the meeting together with those of the unit owners voting by proxy.

and announce the results.

ARTICLE III. DIRECTORS

3.1 Number and qualification.

The affairs of the Association shall be managed initially by a Board of three (3) Directors selected by the Developer. When unit owners other than the Developer are entitled to elect a majority of the Directors, the Board shall be composed of any odd number of Directors that the unit owners may decide. The number of Directors, however, shall never be less than three (3). Other than those selected by the Developer, Directors must be either unit owners, tenants residing in the condominium, officers of a corporate unit owner, or partners of a partnership unit owner. No Director (except those selected by the Developer) shall continue to serve on the Board after he ceases to be a unit owner or tenant residing in the condominium.

3.2 Election of directors.

Directors shall be elected at the annual meeting of members by a plurality of the votes cast. Each voter shall be entitled to cast votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Not less than sixty (60) days before the annual meeting of the members, a nominating committee of five (5) members shall be appointed by the Board of Directors and the committee shall nominate one person for each directorship to be filled. Nominations for additional directorships created at the meeting shall be made from the floor. Other nominations also may be made from the floor.

3.3 Term.

Each Director's term of service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner provided in Section 3.5. The members, however, at any annual meeting after the Developer has relinquished control of the Association and in order to provide a continuity of experience, may vote to create classes of directorships having a term of one (1), two (2) or three (3) years so that a system of staggered terms will be initiated.

3.4 Vacancies

Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining Directors. Any Director elected to fill a vacancy shall hold office only until the next election of Directors by the members, irrespective of the length of the remaining term of the vacating Director.

3.5 Removal.

Any Director, except those selected by the Developer, may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all unit owners. 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 in these By-Laws. The notice shall state the purpose of the meeting. Any vacancy on the Board of Directors thus created shall be filled by the members of the Association at the same meeting. If more than one (1) Director is subject to recall, there shall be a separate vote on the question to remove each Director.

3.6 Removal of developer-appointed directors.

The Developer reserves the right to remove and replace any officers or Directors appointed by it.

3.7 Disqualification and resignation.

Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt by the Secretary, unless it states differently. Any Board member elected by the unit owners who is absent from more than three (3) consecutive regular meetings of the Board, unless excused by resolution of the Board, shall be deemed to have resigned from the Board of Directors automatically, effective when accepted by the Board. Any Board member more than thirty (30) days delinquent in the payment of an assessment shall be deemed to have resigned from the Board, effective when the resignation is accepted by the Board of Directors.

3.8 Organizational meeting.

The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at a place and time that shall be fixed by the Directors at the meeting at which they were elected and without further notice, except notice to unit owners required by F.S. 718.112(2)(c).

3.9 Regular meetings.

The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each Director personally or by mail, telephone or telegraph, at least three (3) days before the day named for the meeting with the notice of each meeting posted conspicuously on the condominium property at least forty-eight (48) hours before the meeting, except in an emergency.

3.10 Special meetings.

Special meetings of the Board of Directors may be called by the President and, in his absence, by the Vice President, and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph. The notice shall state the time, place and purpose of the meeting and shall be transmitted not less than three (3) days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the condominium property at least forty-eight (48) hours before the meeting, except in an emergency.

3.11 Waiver of notice.

Any Director may waive notice of a meeting before, at or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of the meeting, except when his attendance is the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.12 Quorum.

A quorum at the meetings of the Directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a

quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration, the Articles or these By-Laws.

3.13 Adjourned meetings.

If there is less than a quorum present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.14 No proxy.

There shall be no voting by proxy at any meeting of the Board of Directors.

3.15 Joinder in meeting by approval of minutes.

A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

3.16 Meetings open to members.

Meetings of the Board of Directors shall be open to all unit owners to attend and observe. No unit owner, however, shall be entitled to participate in the meeting unless specifically invited to do so by the Board. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessment.

3.17 Presiding officer.

The presiding officer at Board meetings shall be the President or, in his absence, the Vice President, and in his absence, the Directors present shall designate any one of their number to preside.

3.18 Minutes of meetings.

The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by unit owners or their authorized representative and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Unit owners and their authorized representatives shall have the right to make written notations from the minutes.

3.19 Executive committee.

The Board of Directors, by resolution, may appoint an executive committee to consist of three (3) or more members of the Board. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the condominium during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to: (a) determine the common expenses required for the operation of the condominium; (b) determine the assessments payable by the unit owners to meet the common expenses of the condominium; (c) adopt or amend rules and regulations covering the details of the operation and use of the condominium property; (d) purchase, lease or otherwise acquire units in the condominium in the name of the Association; (e) approve or recommend to unit owners any

actions or proposal required by the Act, the Declaration, the Articles or these By-Laws to be approved by unit owners; or (f) fill vacancies on the Board of Directors. Meetings of the executive committee shall be open to unit owners.

3.20 Compensation.

Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

3.21 Order of business.

The order of business at meetings of Directors shall be:

- (a) Calling of roll
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading and disposal of any unapproved minutes
- (d) Reports of officers and committees
- (e) Election of officers
- (f) Unfinished business
- (g) New business
- (h) Adjournment

3.22 Election of directors by unit owners other than the developer.

(a) One-third (1/3).

When unit owners other than the Developer own fifteen percent (15%) or more of the units in any one condominium that will be operated ultimately by the Association, they shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors.

(b) Majority.

Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors at the earliest of:

(i) three (3) years after fifty percent (50%) of the units that ultimately will be operated by the Association have been conveyed to purchasers; or

(ii) three (3) months after ninety percent (90%) of the units that ultimately will be operated by the Association have been conveyed to purchasers; or

(iii) when all units that ultimately will be operated by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(iv) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

(c) Developer member.

The Developer is entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units that ultimately will be operated by the Association, if that number shall be fewer than five hundred (500) units, and two percent (2%) if that number shall be more than five hundred (500) units.

(d) Election.

Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice of, a meeting of the unit owners to elect the member or members of the Board of Directors. The meeting may be called and the notice given by any unit owner if the Association fails to do so.

(e) Relinquishment of control.

Either before or not more than sixty (60) days after the time that unit owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall relinquish control of the Association and the unit owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the unit owners and of the Association held or controlled by the Developer, including, but not limited to, those items specified in the Act.

(f) Early transfer.

Notwithstanding anything contained herein to the contrary, the Developer may turn over control of the Association to the unit owners other than the Developer prior to the statutory dates, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of unit owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to unit owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if unit owners other than the Developer refuse or fail to assume control.

3.23 Failure to elect director quorum.

If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any unit owner may apply to the circuit court within whose jurisdiction the condominium is situated for the appointment of a receiver to manage the affairs of the Association, in the manner prescribed in the Act. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

ARTICLE IV. POWERS AND DUTIES
OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Act, the Declaration, the Articles and these By-Laws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors or employees, subject only to the approval by unit owners when that approval is specifically required. The powers and duties of the Board shall include, but shall not be limited to, the following:

4.1 Maintenance, management and operation of the condominium property.

4.2 Contract, sue or be sued.

After control of the Association is obtained by unit

owners other than the Developer, the Association may institute, maintain, settle or appeal actions or hearings in its name on behalf of all unit owners concerning matters of common interest, including, but not limited to, the common elements and commonly-used facilities. The statute of limitations for any actions in law or equity that the Association may have shall not begin to run until the unit owners have elected a majority of the members of the Board of Directors.

4.3 Right of access to units.

The Association has the irrevocable right to access to each unit during reasonable hours as necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another unit or units.

4.4 Make and collect assessments.

4.5 Lease, maintain, repair and replace the common elements.

4.6 Lien and foreclosure for unpaid assessments.

The Association has a lien on each condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage or convey it.

4.7 Purchase unit.

In addition to its right to purchase units at a lien foreclosure sale, the Association generally has the power to purchase units in the condominium and to acquire, hold, lease, mortgage and convey them.

4.8 Modify easements.

The Association, without the joinder of any unit owner, may modify or move any easement for ingress and egress, for utilities purposes or for cable television or similar items, if the easement constitutes part of or crosses the condominium property.

4.9 Purchase land or recreation lease.

Any land or recreation lease may be purchased by the Association on the approval of two-thirds (2/3) of the unit owners of the Association.

4.10 Acquire use interest in recreational facilities.

The Association may enter into agreements, acquire leaseholds, memberships and other possessory or use interests in lands or facilities, such as country clubs, golf courses, marinas and other recreational facilities, whether contiguous to the condominium property or not if: (a) they are intended to provide enjoyment, recreation or other use or benefit to the unit owners, and (b) if they exist or are created at the time the Declaration was recorded, they are fully stated and described in the Declaration.

4.11 Authorize certain amendments.

If it appears that through a drafter's error in the Declaration that the common elements, common expenses or common surplus has been stated or distributed improperly, an amendment,

to the Declaration correcting that error may be approved by the Board of Directors or a majority of the unit owners. No unit owners except those directly affected must join in the execution of the amendment.

4.12 Adopt rules and regulations.

The Association may adopt reasonable rules and regulations for the use of the common elements, common areas and recreational facilities serving the condominium.

4.13 Maintain accounting records.

4.14 Obtain insurance.

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association and the common elements.

4.15 Furnish annual financial reports to members.

4.16 Give notice of liability exposure.

If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all unit owners, who shall have the right to intervene and defend.

4.17 Provide certificate of unpaid assessment.

Any unit owner, mortgagee or other record lienholder has the right to require from the Association a certificate showing the amount of unpaid assessments respecting the unit owner's condominium parcel.

4.18 Pay the annual fee to the Division of Florida Land Sales and Condominiums for each residential unit operated by the Association.

4.19 Approve or disapprove unit transfers and impose fees.

If the Declaration of Condominium provides that the Association must approve or disapprove transfers, sales or leases, then the Association may charge a preset fee of up to Fifty Dollars (\$50.00) in connection with the approval or disapproval of any proposed transfer, lease, sale or other disposition of a unit in the condominium.

4.20 Contract for maintenance and management of the condominium.

4.21 Pay costs of utilities services rendered to the condominium and association property and not billed directly to individual unit owners.

4.23 Employ personnel.

The Association may employ and dismiss personnel as necessary for the maintenance and operation of the condominium property and may retain those professional services that are required for those purposes.

4.24 Impose fines.

Pursuant to F.S. 617.10(3), the Board of Directors may impose fines on unit owners in such reasonable sums as they deem appropriate, not to exceed One Hundred Fifty Dollars (\$150.00), for violations of the Act, the Declaration, the Articles, these.

By-Laws and lawfully adopted rules and regulations, by owners or their guests or tenants. The Board may collect those fines as an assessment in one or more installments. Each day of violation shall be a separate violation. No fine shall be imposed until the offending party (which always shall include the unit owner) has been given written notice of the violation and an opportunity to appear and be heard before the Board of Directors.

4.25 Suspend rights of delinquent unit owners.

The Board of Directors may suspend the right of any unit owner, his tenants or guests, to use the recreation facilities of the condominium so long as the unit owner is delinquent in the payment of assessments for common expenses. The Board of Directors also may disapprove the prospective tenant of any delinquent owner.

4.26 Authorize private use of the common elements.

The Board of Directors may authorize unit owners or others to use portions of the common elements, such as social rooms and meeting rooms for private parties and gatherings, for which reasonable charges may be imposed.

4.27 Repair or reconstruct improvements after casualties.

4.28 Lien for labor and materials furnished to the common elements.

Labor performed on or materials furnished to the common elements, if authorized by the Board of Directors, may be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners are liable for common expenses.

ARTICLE V. OFFICERS

5.1 Executive officers.

The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary. The officers shall be elected annually by the Board of Directors and may be removed without cause at any meeting by a vote of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 President.

The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that usually are vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the members to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate. He shall preside at all meetings of the Board.

5.3 Vice president.

The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the

President. He also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the Directors.

5.4 Secretary.

The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an Association and as may be required by the Directors or the President.

5.5 Treasurer.

The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of Treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

5.6 Compensation.

The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the condominium.

ARTICLE VI. FISCAL MANAGEMENT

6.1 Board adoption of budget.

The Board of Directors shall adopt a budget for the common expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that purpose at least forty-five (45) days before the end of each fiscal year.

6.2 Budget requirements.

The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- (a) Administration of the Association
- (b) Management fees
- (c) Maintenance
- (d) Rent for recreational and other commonly used facilities
- (e) Taxes on Association property
- (f) Taxes on leased areas
- (g) Insurance
- (h) Security provisions
- (i) Other expenses
- (j) Operating capital
- (k) Fees payable to the Division of Florida Land Sales and Condominiums

- (1) Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting and pavement resurfacing. Reserves may be removed from the final budget if by vote of the majority of the unit owners present at a duly called meeting of the Association they shall determine for a fiscal year to provide no reserves or reserves less adequate than required by F.S. 718.112(2)(k).

6.3 Notice of budget meeting.

The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to the unit owners not less than thirty (30) days before the meeting at which the budget shall be considered. The meeting shall be open to all unit owners.

6.4 Member rejection of excessive budget.

If a budget adopted by the Board of Directors requires assessment against the unit owners in any fiscal year exceeding one hundred fifteen percent (115%) of the assessment for the previous year, the Board, on written application of ten percent (10%) of the unit owners, shall call a special meeting of the unit owners within thirty (30) days. The special meeting shall be called on not less than ten (10) days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget by not less than a majority vote of all unit owners. Provisions for reasonable reserves for repair or replacement of the condominium property, nonrecurring expenses and assessments for betterments to the condominium property shall be excluded from the computation in determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in the previous year.

6.5 Alternative budget adoption by members.

At its option, for any fiscal year, the Board of Directors may propose a budget to the unit owners at a meeting of members or in writing. If the proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted.

6.6 Accounting records and reports.

The Association shall maintain accounting records in the county in which the condominium is located, according to good accounting practices. The records shall be open to inspection by unit owners or their authorized representatives at reasonable times. The records shall include, but are not limited to: (a) a record of all receipts and expenditures and (b) an account for each unit, designating the name and current mailing address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid on the account and the balance due. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months.

6.7 Depository.

The depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board of Directors and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be

only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors.

6.8 Fidelity bonding.

Each officer and Director of the Association who controls or disburses its funds shall be bonded by a fidelity bond in the principal sum of not less than Ten Thousand Dollars (\$10,000.00). The cost of bonding shall be at the expense of the Association.

6.9 Annual election of income reporting method.

The Board of Directors shall make a determination annually, based on competent advice, whether it shall cause the Association's income to be reported to the Internal Revenue Service by the "regular" method (Federal Tax Form 1120) or the "alternative" method (Federal Tax Form 1120H), according to which method of reporting shall best serve the interests of the Association for the reporting period under consideration.

ARTICLE VII. ASSESSMENTS AND COLLECTION

7.1 Assessments, generally.

Assessments shall be made against the unit owners not less frequently than quarterly in the discretion of the Board of Directors. The assessments shall be made in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against unit owners in the proportions or percentages provided in the Declaration. Unit owners' shares of common expenses shall be in the same proportions as their ownership interest in the common elements.

7.2 Emergency assessments.

Assessments for common expenses of emergencies that cannot be paid from the annual assessment for common expenses shall be made by the Board of Directors after thirty (30) days' notice given to the unit owners. These assessments shall be paid at the times and in the manner that the Board may require in the notice of assessment.

7.3 Assessment for charges.

Charges by the Association against members for other than common expenses shall be payable in advance and may be collected by assessment in the same manner as common expenses. Charges for other than common expenses may be made only after approval of a member or when expressly provided for in the Declaration or other condominium documents. These charges may include, without limitation, charges for the use of the condominium property or recreation area, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member.

7.4 Liability for assessments.

Each unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the unit owner. The unit owner and his grantee in a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of the voluntary conveyance. A first mortgagee who acquires title by foreclosure or deed in lieu of foreclosure, however, shall not be liable for unpaid assessments of previous owners unless those assessments are evidenced by a lien recorded before the foreclosed

mortgage. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by the abandonment of the unit for which the assessments are made.

7.5 Assessments, amended budget.

If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

7.6 Collection: Interest, application of payment.

Assessments and installments on them, if not paid within ten (10) days after the date they become due, shall bear interest at the rate stated in the Declaration of Condominium until paid. All assessment payments shall be applied first to interest and then to the assessment payment due.

7.7 Lien for assessment.

The Association has a lien on each condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or reinforcement of the lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the condominium parcel is located. The claim of lien includes only those assessments that are due at the time the lien is recorded. The lien shall be deemed to be prior and superior to the creation of any homestead status, and every purchaser hereby consents to the imposition of such lien prior to any homestead status. This lien shall be inferior and subordinate to the lien of an institutional mortgagee.

7.8 Limitation on developer's liability for assessments.

The Developer shall not be liable for the payment of any assessments applicable to the units it owns which relate in any way to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating possible claims against, the Developer.

7.8 Collection: suit, notice.

The Association may bring an action to foreclose any lien for assessment in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the unit owner of its intention to foreclose its lien at least thirty (30) days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the unit owner or by certified mail, return receipt requested, addressed to the unit owner.

ARTICLE VIII. ASSOCIATION CONTRACTS, GENERALLY

8.1 Fair and reasonable, cancellation.

Any contracts made by the Association before the unit owners assume control from the Developer must be fair and reasonable. All contracts for the operation, maintenance or

management of the Association or property serving the unit owners, made by the Association, whether before or after assumption of control of the Association by the unit owners, must not be in conflict with the powers and duties of the Association or the rights of the unit owners. Contracts made by the Association before the unit owners assume control may be canceled by the unit owners after assumption of control in the manner and under the circumstances as provided in the Act.

8.2 Vending equipment.

The Developer may obligate the Association under lease agreements or other contractual arrangements for vending equipment. The leases or agreements for the vending equipment may not be subject to cancellation by unit owners other than the Developer if the vending equipment leases or agreements contain certain provisions as prescribed by the Act.

8.3 Escalation clauses in management contracts prohibited.

No management contract entered into by the Association shall contain an escalation clause, since they have been declared to be against the public policy of the State of Florida.

ARTICLE IX. ROSTER OF UNIT OWNERS AND MORTGAGEES

Each unit owner shall file with the Association a copy of the deed or other instrument showing his ownership, together with a copy of any mortgage on his unit and any satisfaction of that mortgage. The Association shall maintain these documents in a suitable binder for reference as required in the exercise of its powers and duties.

ARTICLE X. COMPLIANCE AND DEFAULT

10.1 Violations, notice, actions.

In the case of a violation (other than the nonpayment of an assessment) by a unit owner of any of the provisions of the Act, the Declaration, the Articles, these By-Laws or any lawfully adopted rules and regulations, the Association by direction of its Board of Directors may transmit to the unit owner by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of ten (10) days from the date of the notice, the Association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

- (a) File an action to recover for its damages on behalf of the Association or on behalf of other unit owners.
- (b) File an action for injunctive relief requiring the offending unit owner to take or desist from taking certain actions.
- (c) File an action for both damages and injunctive relief.

A unit owner may bring an action against the Association for damages, injunctive relief, or both, if the Association fails to comply with the provisions of the Act, the Declaration, the Articles, these By-Laws or the rules and regulations.

The foregoing action may be taken in addition to the Association's right to impose fines under Section 4.24 of these By-Laws.

10.2 Attorneys' fees.

In any action brought pursuant to the provisions of Section 10.1, the prevailing party is entitled to recover reasonable attorneys' fees.

10.3 No waiver of rights.

Neither a unit owner nor the Association may waive a provision of the Act if that waiver would adversely affect the rights of a unit owner or the purposes of the provision, except that unit owners or Board members may waive notice of specific meetings in writing.

ARTICLE XI. ARBITRATION OF INTERNAL DISPUTES

Internal disputes arising from the operation of the condominium among unit owners, the Association, their agents and assigns may be resolved by voluntary binding arbitration. Arbitrators shall be provided by the Division of Florida Land Sales and Condominiums pursuant to F.S. 718.112(2)(m). Each party to the dispute first must agree to the arbitration process and, in such case, the arbitrators' decision will be final. If judicial proceedings are taken after arbitration, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction. Nothing in this Article shall preclude any party from proceeding alternatively in the manner prescribed in Article X above.

ARTICLE XII. LIABILITY SURVIVES MEMBERSHIP TERMINATION

Termination of membership in the Association shall not relieve or release a former member from any liability or obligation incurred with respect to the condominium during the period of membership, nor impair any rights or remedies that the Association may have against the former member arising out of his membership and his covenants and obligations incident to that membership.

ARTICLE XIII. LIMITATIONS ON UNIT OWNER
LIABILITY FOR USE OF COMMON ELEMENTS

Each unit owner may be personally liable for the acts or omission of the Association relating to the use of the common elements. That liability shall be shared with other unit owners in the same percentages as their respective interests in the common elements. No individual unit owner's liability shall exceed the value of his unit.

ARTICLE XIV. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Act, the Declaration, the Articles or these By-Laws.

ARTICLE XV. RULES AND REGULATIONS

15.1 Board may adopt.

The Board of Directors may adopt and amend, from time to time, reasonable rules and regulations governing the details of the use and operation of the common elements, common areas and recreational facilities serving the condominium.

15.2 Posting and furnishing copies.

A copy of the rules and regulations adopted from time to

time by the Board of Directors, and any amendments to existing rules and regulations, shall be posted in a conspicuous place on the condominium property and a copy furnished to each unit owner. No rule, regulation or amendment shall become effective until thirty (30) days after posting, except in the case of an emergency, in which case the rule, regulation or amendment shall become effective immediately on posting.

15.3 Limitations on authority

The Board of Directors may not unreasonably restrict any unit owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the common elements, common areas and recreational facilities. The Board may not deny any resident of the condominium, whether tenant or owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

15.4 Reasonableness test.

Any rule or regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, happiness and peace of mind of the unit owners and uniformly applied and enforced.

ARTICLE XVI. RESTRICTIONS ON AND REQUIREMENTS FOR USE, MAINTENANCE AND APPEARANCE OF THE UNITS

16.1 Where contained.

Restrictions on the use, maintenance and appearance of the individual condominium units shall be as stated in the Declaration, and no amendments or additions shall be contained elsewhere than in the Declaration as adopted by a vote of the unit owners in the manner prescribed elsewhere in these By-Laws.

16.2 Tests for validity of restrictions.

Restrictions contained in the Declaration and any amendments duly adopted by a vote of the unit owners shall be valid and in the nature of covenants running with the land, unless it is shown that they (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate some fundamental constitutional rights.

ARTICLE XVII. BY-LAWS DEEMED AMENDED

These By-Laws shall be deemed amended in those particulars as may be required to make them consistent with the provisions of the Act, as it may be amended from time to time.

ARTICLE XVIII. PRIORITIES IN CASE OF CONFLICT

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest:

- (a) The Act
- (b) The Declaration
- (c) The Articles
- (d) These By-Laws
- (e) The rules and regulations

ARTICLE XIX. INDEMNIFICATION

Every officer and Director of the Association shall be

indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees incurred and imposed in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been an officer or Director of the Association, whether or not he is an officer or Director at the time the expenses are incurred. The officer or Director shall not be indemnified if he is adjudged guilty of gross negligence or willful misconduct or shall have breached his fiduciary duty to the members of the Association. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board of Directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the Director or officer may be entitled.

ARTICLE XX. DEFECTIVE CONDOMINIUM DOCUMENTS, CURATIVE PROVISIONS

This Association or a unit owner may petition the circuit court having jurisdiction in the county in which the condominium property is situated to correct an error or omission in the Declaration or any other documents required to establish the condominium, affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the Declaration or the Act. In any case, after three (3) years from the filing of the Declaration, it shall be deemed to be effective under the Act to create a condominium, whether in fact it substantially complies with the mandatory requirements of the Act or not.

ARTICLE XXI. AMENDMENTS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

21.1 Notice.

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

21.2 Adoption.

An amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. The amendment shall be adopted if it is approved either by: (a) not less than a majority of the votes of the entire membership of the Association and by not less than two-thirds (2/3) of the Board of Directors; or (b) by not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

21.3 Limitation.

No amendment shall be made that is in conflict with the Act of the Declaration, nor shall any amendment abridge, alter or amend the rights of the Developer or mortgagees of units without their consent.

21.4 Recording.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws. The certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county.

21.5 Format.

Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW NUMBER ____ FOR PRESENT TEXT".

ARTICLE XXII. CONSTRUCTION

Whenever the context permits or requires, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all genders.

The foregoing were adopted as the By-Laws of COUNTRYSIDE AZALEA CONDOMINIUM ASSOCIATION, INC., on the _____ day of _____, 1983.

COUNTRYSIDE AZALEA CONDOMINIUM
ASSOCIATION, INC.

By: _____
President

ATTEST:

Secretary

PROSPECTUS EXHIBIT 11
SURVEY

AZALEA WOODS CONDOMINIUM II

A PHASE CONDOMINIUM LYING IN THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 16 EAST CLEARWATER PINELLAS COUNTY FLORIDA

LEGAL DESCRIPTION - ALL LANDS THAT MAY 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 Northwest corner of said Section 19; thence N 87°39' 47" W along the North line of said Section 19, for 1201.51 feet to the POINT OF BEGINNING; thence continue N 87°39' 47" W, for 254.25 feet thence S 0°00' 49" E, for 311.89 feet to a point in the westerly right-of-way line of Hercules Drive, as granted in COUNTY RECORDS, PLAT C-18241, as recorded in Plat Book 72, page 11, and 12, of the Public Records of Pinellas County, Florida; thence S 0°00' 49" E, for 115.41 feet thence N 0°00' 49" W, for 154.89 feet thence N 73°17' 43" E, for 104.53 feet to the POINT OF BEGINNING, and contains 2.64 acres, more or less.

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 corner of said Section 19; thence N 87°39' 47" W along the North line of said Section 19, for 1123.78 feet thence S 0°00' 49" E, for 197.26 feet to the POINT OF BEGINNING OF PHASE 1; thence N 87°39' 11" E, for 1021.00 feet thence S 0°00' 49" E, for 222.81 feet to a point on the westerly right-of-way line of Hercules Drive, as granted in COUNTY RECORDS, PLAT C-18241, as recorded in Plat Book 72, page 11, and 12, of the Public Records of Pinellas County, Florida; thence along said line N 73°17' 43" E, for 104.53 feet thence N 0°00' 49" W, for 154.89 feet to the POINT OF BEGINNING OF PHASE 1, and contains 0.49 acres, more or less.

LEGAL DESCRIPTION - ALL LAND 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 Northwest corner of said Section 19; thence N 87°39' 47" W along the North line of said Section 19, for 1201.51 feet to the POINT OF BEGINNING OF PHASE 1; thence continue N 87°39' 47" W, for 103.81 feet thence S 0°00' 49" E, for 197.26 feet to the POINT OF BEGINNING OF PHASE 2, and contains 0.17 acres, more or less.

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 Northwest corner of said Section 19; thence N 87°39' 47" W along the North line of said Section 19, for 1201.51 feet to the POINT OF BEGINNING OF PHASE 1; thence continue N 87°39' 11" E, for 112.81 feet to the POINT OF BEGINNING OF PHASE 2; thence N 0°00' 49" W, for 154.89 feet thence S 0°00' 49" E, for 104.53 feet thence N 73°17' 43" E, for 104.53 feet to the POINT OF BEGINNING OF PHASE 3, and contains 0.47 acres, more or less.

LEGAL DESCRIPTION - ALL LAND THAT MAY BE INCLUDED IN PHASE 5

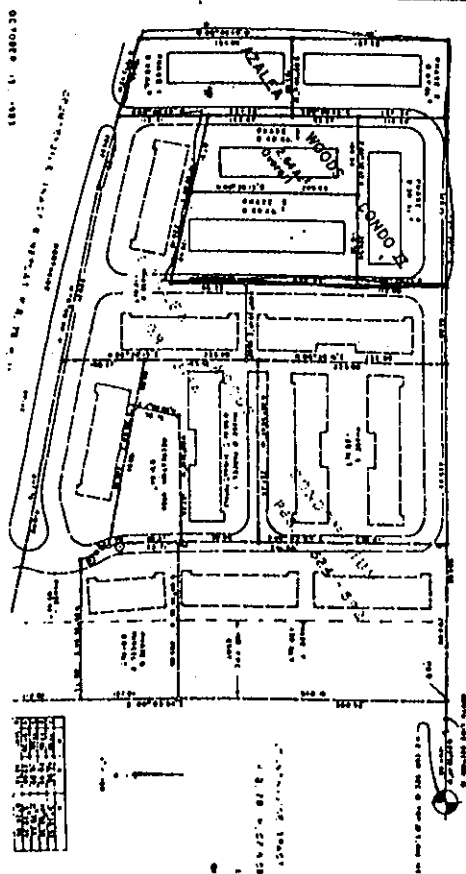
A tract of land lying in the Northeast 1/4 of Section 19, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 19; thence N 87°39' 47" W along the North line of said Section 19, for 1201.51 feet to the POINT OF BEGINNING OF PHASE 1; thence continue N 87°39' 11" E, for 112.81 feet thence S 0°00' 49" E, for 104.53 feet to the POINT OF BEGINNING OF PHASE 2, and contains 0.20 acres, more or less.

LEGAL DESCRIPTION - ALL LAND 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 Northwest corner of said Section 19; thence N 87°39' 47" W along the North line of said Section 19, for 1201.51 feet to the POINT OF BEGINNING OF PHASE 1; thence continue N 87°39' 47" W, for 112.81 feet thence S 0°00' 49" E, for 104.53 feet to the POINT OF BEGINNING OF PHASE 2, and contains 0.20 acres, more or less.



SEVERITY CERTIFICATE

I hereby certify that on this day of 1981, the property described herein under the heading of AZALEA WOODS CONDOMINIUM II, is a validly recorded instrument of the Public Records of Pinellas County, Florida, and that the dimensions and contents are correct. I further certify that the construction of the improvements to Phase I are substantially complete so that the materials, together with the provisions of the Declaration describing Phase I of the condominium property, in an accurate representation of the location and dimensions of the improvements and the location and dimensions of the improvements to Phase I can be determined from these materials.

Notary Public
 State of Florida
 My Comm. Expires 12/31/81
 My Comm. No. 123456789

J. P. The Elder, Esq.
 Professional Land Surveyor 13000
 State of Florida
 My Comm. Expires 12/31/81
 My Comm. No. 123456789

and announce the results.

ARTICLE III. DIRECTORS

3.1 Number and qualification.

The affairs of the Association shall be managed initially by a Board of three (3) Directors selected by the Developer. When unit owners other than the Developer are entitled to elect a majority of the Directors, the Board shall be composed of any odd number of Directors that the unit owners may decide. The number of Directors, however, shall never be less than three (3). Other than those selected by the Developer, Directors must be either unit owners, tenants residing in the condominium, officers of a corporate unit owner, or partners of a partnership unit owner. No Director (except those selected by the Developer) shall continue to serve on the Board after he ceases to be a unit owner or tenant residing in the condominium.

3.2 Election of directors.

Directors shall be elected at the annual meeting of members by a plurality of the votes cast. Each voter shall be entitled to cast votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Not less than sixty (60) days before the annual meeting of the members, a nominating committee of five (5) members shall be appointed by the Board of Directors and the committee shall nominate one person for each directorship to be filled. Nominations for additional directorships created at the meeting shall be made from the floor. Other nominations also may be made from the floor.

3.3 Term.

Each Director's term of service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner provided in Section 3.5. The members, however, at any annual meeting after the Developer has relinquished control of the Association and in order to provide a continuity of experience, may vote to create classes of directorships having a term of one (1), two (2) or three (3) years so that a system of staggered terms will be initiated.

3.4 Vacancies

Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining Directors. Any Director elected to fill a vacancy shall hold office only until the next election of Directors by the members, irrespective of the length of the remaining term of the vacating Director.

3.5 Removal.

Any Director, except those selected by the Developer, may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all unit owners. 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 in these By-Laws. The notice shall state the purpose of the meeting. Any vacancy on the Board of Directors thus created shall be filled by the members of the Association at the same meeting. If more than one (1) Director is subject to recall, there shall be a separate vote on the question to remove each Director.