

ASHFORD
GREEN
CONDOMINIUM
ASSOCIATION,
INC.

DOCUMENTS

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AFFIDAVIT

12464217 CODES TIME 10 40A
104 0006 30JLE
RECORDED 038026 B
CK 5.00

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

BEFORE ME, the undersigned authority, personally appeared DAVID A. KENNEDY, President of SHIMBERG, KENNEDY & FROST, INC., a Florida corporation, being a partner of SKFE PARTNERS, a Florida general partnership, developer of ASHFORD GREEN CONDOMINIUM, who, after being duly sworn as required by law, deposes and says:

1. The names of all of the partners in SKFE PARTNERS, a Florida general partnership, are:

- (a) ENDECO PROPERTIES, INC., a Florida corporation; and
- (b) SHIMBERG, KENNEDY & FROST, INC., a Florida corporation.

2. SKFE PARTNERS was in existence when title to the subject property was conveyed to it, and SKFE PARTNERS remains a partnership as of the date of the execution of this instrument.

3. The partners of SKFE PARTNERS have directed that conveyances of partnership property be executed by and through ENDECO PROPERTIES, INC., by and through its President, RICHARD L. BENWARE.

4. That all persons may rely upon this instrument with respect to the conveyance of partnership property until such time as a contrary instrument appears of record.

FURTHER AFFIANT SAYETH NOT.

David A. Kennedy
DAVID A. KENNEDY

SWORN TO AND SUBSCRIBED before me this 14th day of May, 1984.

JAMES F. TAYLOR, JR.
CLERK CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH CO.
TAMPA, FL 33601

INT TAX	
BURTAX	
DOC STP	
REC FEE	500
ACC NUM	
TOT DUE	500
REC DCK	10

Janette Jamieson
Notary Public, State of Florida
My Commission Expires: _____
NOTARY PUBLIC, State of Florida
My Commission Expires Feb. 22, 1986

IN TO: This instrument was prepared by:
PETER T. HOFSTRA
o DeLoach & Hofstra, P.A.
8486 Seminole Boulevard
P. O. Box 3392
Seminole, FL 33542

RECEIVED
DAVID A. KENNEDY, JR.
Clerk of Circuit Court
Hillsborough County, Fla.
By Dennis C. Case, D.C. & A.

DECLARATION OF CONDOMINIUM

12464219 CODES TIME 10 42A 104 0006 30JLS4 RECORDED 038027 B CK 193.00

RECORD VERIFIED
Diana J. Taylor, J.C.
Clerk of Circuit Court
Hillsborough County, Fla.
By Demitra C. Case, D.C.

ASHFORD GREEN CONDOMINIUM

MADE by the undersigned Developer, SKFE PARTNERS, a Florida general partnership, for itself, its successors, grantees and assigns.

The undersigned Developer, being the owner of fee simple title of record to those certain lands located and situate in Hillsborough County, Florida, being more particularly described in Exhibit "A" attached hereto, does hereby submit the lands identified on Exhibit "A" as Phase I, and the improvements thereon to condominium ownership pursuant to the presently existing provisions of Chapter 718 of the Florida Statutes, hereinafter referred to as the "Condominium Act".

1. NAME

The name by which this Condominium is to be identified is: ASHFORD GREEN CONDOMINIUM.

2. DEFINITIONS

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-Laws of the ASHFORD GREEN CONDOMINIUM ASSOCIATION, INC., shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

2.1 Assessment means a share of the funds required for the payment of Common Expenses which from time to time is assessed against a Unit Owner.

2.2 Association means ASHFORD GREEN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and its successors.

2.3 Board of Directors means the Board of Directors of the Association.

2.4 By-laws means the By-laws of the Association, as the same exist from time to time.

2.5 Common Elements shall include:

(a) All of those items stated in the Condominium Act.

(b) Tangible personal property deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association.

(c) All Condominium Property not included in the Units.

2.6 Common Expenses include:

(a) Expenses of administration and management of the Association and of the Condominium Property.

(b) Expenses of maintenance, operation, repair or replacement of the Common Elements, and of the portions of Units to be maintained by the Association.

(c) Costs and expenses of capital improvements and betterments, and additions, or both, to the Common Elements.

(d) Expenses declared Common Expenses by the provisions of this Declaration or by the By-Laws.

Pages 3 inclusive, Public Records of Hillsborough County, Florida.

INT TAX	/
SURTAX	/
DOC STP	/
REC FEE	193.00
ACC NUM	
TOT DUE	193.00
REC CLK	pc

This instrument was prepared by:

RETURN TO

WALTER B. HOFSTRA
of DeLoach & Hofstra, P.A.
2410 Seminole Blvd.
P.O. Box 3392
Seminole, FL 33542

LAW OFFICES OF
DeLOACH & HOFSTRA, P.A.
8486 SEMINOLE BLVD.
P.O. BOX 3392
SEMINOLE, FL 33542
PHONE: (813) 397-8571

EXHIBIT "A" TO PROSPECTUS

(e) Any valid charge against the Condominium Property as a whole.

2.7 Common Surplus means the excess of all receipts of the Association, including but not limited to Assessments, rents, profits, and revenues on account of the Common Elements, over the amount of Common Expenses.

2.8 Condominium Parcel is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law.

2.9 Condominium Property means and includes the land in the Condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.10 Institutional Lender means any commercial bank, commercial mortgage company, life insurance company, savings and loan association, or real estate investment trust authorized to transact business in the State of Florida. Institutional Lender shall also mean the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation.

2.11 Limited Common Elements, if any, are those portions of the Common Elements which are reserved for or attributable to the exclusive use of a certain Unit Owner, whether such use is assigned as an appurtenance to a Unit or separate thereto.

2.12 Phase refers to the respective portions of the Condominium. The Condominium shall be established in phases, each phase having a separate legal description, but all phases shall comprise one (1) condominium. Phase I is established by this Declaration and it is the intent of Developer that additional phases be added to the Condominium from time to time.

2.13 Unit means a part of the Condominium Property which is subject to private ownership.

2.14 Unit Owner or Owner of a Unit means the owner of a Condominium Parcel.

2.15 Utility Services shall include, but not be limited to, cable television, electric power, garbage and sewage disposal, water, and all other public service and convenience facilities.

3. SURVEY

3.1 Survey. A survey of the land comprising Phase I of the Condominium and a graphic description of the improvements in which Units are located which identifies each Unit by letter, name, number, or any combination thereof, so that no Unit bears the same designation as any other Unit, and a plot plan thereof, all in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, are attached hereto as a part of Exhibit "A" and made a part hereof.

3.2 Amendment of Plans. Developer reserves the right to change the interior design and arrangement of all Units so long as Developer owns the Units so changed and altered, provided such change shall be reflected by an amendment to this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by Developer and need not be approved by the Association nor by Unit Owners, whether or not elsewhere required for an amendment.

3.3 Alteration of Common Elements. Developer reserves the right to make minor alterations to the Common Elements and designate certain Common Elements as Limited Common Elements so long as Developer owns any interest in the Condominium, provided such change shall be reflected by an amendment to this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by Developer and need not be approved by the Asso-

ciation nor by Unit Owners, whether or not elsewhere required for an amendment. The cost of any such alteration to the Common Elements shall be the responsibility of Developer. The cost of maintaining any such designated Limited Common Element shall be the responsibility of the Owner of the Unit to whom the exclusive right of use of same has been designated.

3.4 Amendment Surveys. Any amendment to this Declaration made pursuant to paragraphs 3.2 or 3.3 shall be accompanied by a survey which reflects any such changes made to the Condominium Property. Said survey shall comply with all requirements of the Condominium Act.

4. EASEMENTS

Easements are expressly provided for and reserved in favor of the Unit Owners, their lessees, their guests and invitees, as follows:

4.1 Utilities. Easements are reserved through the Condominium Property as may be required for Utility Services in order to serve the Condominium, provided, however, such easements shall be only according to the plans and specifications for the building(s), or as the building(s) is(are) constructed, unless approved in writing by the affected Unit Owners.

4.2 Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

4.3 Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, 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 portions of the Common Elements as may from time to time be paved or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need; provided, however, 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 space may be specifically designated and assigned for parking purposes.

5. PHASE CONDOMINIUM

5.1 Additional Land and Additional Information. A survey showing lands which may eventually be added to this Condominium is attached hereto as a part of Exhibit "A". The legal descriptions for the proposed additional Phases are attached hereto as a part of Exhibit "A". The following is applicable to this phase condominium:

(a) Floor Plans. The floor plans for the Units in Phase I are attached hereto as a part of Exhibit "A". Ground floor Units in Phase I contain approximately nine hundred eighty-six (986) square feet. Second floor Units in Phase I contain approximately nine hundred ninety-six (996) square feet. Units in the proposed additional phases shall be substantially similar to the Units in Phase I.

(b) Time. It is intended that Phase I shall be completed prior to September 30, 1984. It is intended that the proposed phases shall be completed in accordance with the following schedule:

Proposed Phase II - March 1, 1985
 Proposed Phase III - December 1, 1985
 Proposed Phase IV - September 1, 1986

(c) Impact. If additional phases and Units are added, there will be additional vehicular and pedestrian traffic on the roads within the Condominium Property. More people will use the facilities located within the Condominium as additional phases and Units are added, but the cost per Unit Owner may be less since the overall cost will be divided between a greater number of Unit Owners. It must also be noted that Owners of Units in newer phases shall be obligated to pay for repairs to

the Common Elements located in older phases.

5.2 Addition of Phases. At the time each proposed additional phase is placed into condominium ownership, an amendment shall be executed by the owners of the fee simple title to said land, which amendment shall amend this Declaration without the amendment procedures as elsewhere provided being complied with, and which amendment shall be made in conformance with the Condominium Act. As each proposed additional phase is added, the owner of a Unit therein shall become a member of the Association and shall have all rights and obligations of same.

5.3 Undivided Ownership. As provided in paragraph 7.1, attached hereto as Exhibit "B" and by reference made a part hereof is the undivided ownership schedule of the Common Elements and Common Surplus for Phase I. Said exhibit also contains the proposed undivided ownership schedule of the Common Elements and Common Surplus which shall result if and when each proposed additional phase of this Condominium is placed into condominium ownership. The ownership schedule of the Common Elements and Common Surplus was and is to be calculated in accordance with the following: one (1) divided by the number of Units dedicated to condominium ownership as a part of this Condominium.

5.4 Withdrawal of Land from Phase. At any time prior to the time a proposed additional phase is placed into condominium ownership in this Condominium, Developer may withdraw same from this condominium arrangement by filing an amendment to this Declaration withdrawing said land and by giving the proper statutory notice. Developer is under no obligation whatsoever to place any of the proposed additional phases into condominium ownership.

5.5 Additional Condominiums. Developer reserves the right to cease developing this Condominium in phases and to thereafter continue to develop the lands comprising the proposed additional phases with one (1) or more additional condominiums or any other residential usage consistent with the present development plans.

5.6 Total Number 100%. If one (1) or more of the proposed additional phases is not added, the Units which are built are entitled to one hundred percent (100%) ownership of all of the Common Elements and Common Surplus within the phases actually developed and added as a part of this Condominium.

5.7 No Obligation. Developer is not required to convey any additional lands or to create and construct any additional facilities or any additional phases in this Condominium.

5.8 Number of Units. There shall be forty (40) Units in Phase I of the Condominium. The number of Units in each of the proposed additional Phases of the Condominium is as follows:

- Proposed Phase II - forty (40)
- Proposed Phase III - forty-eight (48)
- Proposed Phase IV - forty (40)

5.9 Easement Rights of Developer. Developer hereby reserves an easement in favor of itself to enter upon the real property dedicated to condominium ownership in order to construct the proposed additional Phases of the Condominium and the recreation facilities of the Condominium.

6. UNIT BOUNDARIES

Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

6.1 Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perpendicular boundaries:

- (a) Upper Boundaries - The horizontal plane established by the

lowest point of the unfinished ceiling.

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(b) Lower Boundaries - The horizontal plane established by the highest point of the unfinished floor.

6.2. Perimetrical Boundaries - The perimetrical boundaries of the Unit shall be the vertical planes established by the unfinished interior of the walls, doors and windows bounding the Unit extending to the intersections with each other and with the upper and lower boundaries, and where there is attached to the building a balcony, loggia, patio or canopy, the perimetrical boundaries shall be extended to include the same to the extent of the finished exterior of same.

7. APPURTENANCES TO UNITS

7.1 Common Elements and Common Surplus. The Owner of each Unit shall own an undivided share and certain interest in the Common Elements and Common Surplus, which share and interest shall be appurtenant to the Unit, said undivided interest in the Common Elements and Common Surplus being as designated and set forth in Exhibit "B" attached hereto and made a part hereof.

7.2 Limited Common Elements.

(a) Designated by Survey. Limited Common Elements include those portions of the Condominium Property, if any, which are designated as Limited Common Elements on the survey of the Condominium Property. A copy of the survey of the Condominium Property is attached to this Declaration as Exhibit "A". The Unit Owner whose Unit abuts said designated Limited Common Elements shall have the exclusive right to use same. The Unit Owner whose Unit abuts said designated Limited Common Elements shall have the responsibility of maintaining said designated Limited Common Elements.

(b) Automobile Parking Spaces. Limited Common Elements include those parking spaces initially assigned to Unit Owners by Developer, should Developer, in his sole discretion, assign such parking spaces. All other parking spaces shall not be Limited Common Elements, but may be assigned pursuant to rules and regulations adopted by the Association. In the event a specific parking space is assigned in connection with the sale of a Unit by Developer, the right to the exclusive use of the said designated parking space shall pass as an appurtenance to the Unit owned by the Unit Owner to whom such space is initially assigned, and the Association shall not thereafter reassign or change the said Unit Owner's parking space without his written consent, provided, further, said Unit Owner shall not transfer or assign the use of the said parking space except in connection with sale of the Unit or with the consent of the Association. Designation of a parking space assigned to a Unit Owner may be made in the deed of conveyance, or by a separate instrument, and nothing herein shall be interpreted so as to prohibit Developer from assigning more than one (1) parking space as an appurtenance to a Unit. It is expressly acknowledged that Developer may make an additional charge or increase the purchase price of a Unit in consideration for designating one (1) or more parking spaces as a Limited Common Element appurtenant to said Unit. Guest parking spaces shall constitute a portion of the Common Elements.

8. MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement shall be as follows:

8.1 Units.

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All Common Elements.

(2) All portions of a Unit, except interior surfaces, contributing to the support of the building(s), which portions shall include, but not be limited to, load-bearing columns and load-bearing walls.

(3) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services contained in the portions of a Unit that service part or parts of the Common Elements of the Condominium Property other than the Unit within which contained.

(4) All incidental damage caused to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 8.1(a) (1), (2), and (3) above.

(b) By the Unit Owner. The responsibility of the Unit Owner for maintenance, repair and replacement shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his Unit, except those portions to be maintained, repaired, and replaced by the Association. The Unit Owner shall maintain, repair, and replace all components of the air conditioning unit which services the Unit Owner's Unit. Included within the responsibility of the Unit Owner shall be windows, screens and doors opening into or onto his Unit. All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners. Notwithstanding that the Unit Owner is responsible for maintaining, repairing, and replacing the screens and doors of his Unit, the Association shall have the right to govern the type and color of said screens and doors so as to maintain a continuity of appearance of the Condominium Property.

(2) To be responsible for the extermination of vermin in his Unit.

(3) To not modify, alter, paint or otherwise decorate or change the appearance, decor or demeanor of any portion of the Common Elements or Limited Common Elements of the Condominium Property, without the prior approval, in writing, of the Association, which may be arbitrarily withheld. A Unit Owner shall not attach any thing or fixture to the Common Elements of the Condominium Property without the prior approval, in writing, of the Association, which may be arbitrarily withheld.

(4) To promptly pay for all Utility Services which are separately metered to his Unit.

(5) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

8.2 Alteration and Improvement. After the completion of the improvements included in the Condominium Property which are contemplated in this Declaration, there shall be no alteration or further improvement of the Condominium Property without the prior approval, in writing, of seventy-five (75%) percent of all Unit Owners, together with the approval of the Association. The cost of such alteration or improvement shall be a Common Expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any Unit Owner without his consent. Provided, however, that this paragraph shall not affect the rights reserved unto Developer in paragraphs 3.2 and 3.3.

9. LIABILITY FOR COMMON EXPENSES AND ASSESSMENTS

9.1 Common Expenses. Each Unit Owner shall be liable for a share of the Common Expenses, such share being equal to his undivided interest of common

ownership as set forth in paragraph 7.1 and in Exhibit "B".

9.2 Assessments. The making and collecting of Assessments against each Unit Owner for Common Expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the By-Laws, subject to the following provisions:

(a) Late Charges and Application of Payments. Assessments and installments on such Assessments paid on or before fifteen (15) days after the date when due, shall not bear interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear interest at the highest rate allowed by law from the date when due until paid. All payments on accounts shall be first applied to late charges and then to the Assessment payment first due.

(b) Lien for Assessments. The Association shall have a lien against each Unit for any unpaid Assessments levied against the Owner thereof, and for interest accruing thereon, which lien shall also secure all costs, including reasonable attorneys' fees, incurred by the Association incident to the collection of such Assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said lien may be recorded among the Public Records of Hillsborough County, Florida, by filing a claim therein, which states the legal description of the Unit, and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, shall have been paid. Such claims of lien may be signed and verified by an officer of the Association, or by an agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared by and recorded at his expense. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in the manner as a foreclosure of a mortgage on real property. In any such foreclosure, the Owner of the Unit subject to the lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect same. The Association may also, at its option, sue to recover a money judgment against the Unit Owner for unpaid Assessments, without thereby waiving the lien securing the same. In the event an Institutional Lender as holder of a first mortgage of record shall obtain title to a Unit as a result of the foreclosure of a first mortgage, or in the event such mortgagee as to a first mortgage of record shall obtain title to a Unit as the result of a conveyance in lieu of foreclosure of such first mortgage, such mortgagee shall not be liable for that share of the Common Expenses or Assessments chargeable to the Unit, or the Owner thereof, which became due prior to the acquisition of title by such mortgagee, unless the claim of lien was recorded prior to the mortgage. Such unpaid share of Common Expenses, or Assessments, chargeable against any such foreclosed Unit, or against such a Unit transferred in lieu of foreclosure, shall be deemed a Common Expense, to be paid as other Common Expenses by all Unit Owners, including such mortgagee. During any period such mortgagee shall hold title to the Unit, any such share of Common Expenses, or Assessments chargeable against any such foreclosed Unit, or against any such Unit transferred in lieu of foreclosure, shall be deemed the obligation of the mortgagee.

9.3 Collection. The Association shall have the power and authority to charge, assess and collect all fees, charges and Assessments from Unit Owners and shall use such remedies for collection as are allowed by this Declaration, the Articles of Incorporation and By-Laws of the Association, and the laws of the State of Florida.

9.4 Developer's Responsibility for Assessments. Developer shall be excused from the payment of its share of the Common Expenses and Assessments related to Units owned by it and being offered for sale by it. Developer shall be so excused from the time this Declaration is recorded until the first day of

the fourth calendar month following the month in which the closing of the purchase and sale of the first Unit occurs. However, Developer shall pay that portion of Common Expenses incurred during said period of time which exceeds the amount assessed against other Unit Owners.

10. ASSOCIATION

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

10.1 Membership in Association. Membership of each Unit Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association. The interest of each Unit Owner in the funds and assets held by the Association shall be in the same proportion as the liability of each such Owner for Common Expenses. Each Unit shall be entitled to one (1) vote in the Association.

10.2 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "C" and made a part hereof.

10.3 By-Laws. A copy of the By-Laws is attached hereto as Exhibit "D" and made a part hereof.

10.4 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Unit Owners or persons.

10.5 Restraint upon Assignment of Shares and Assets. The Unit Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

10.6 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit Owner if in an Association meeting, unless the joinder of record Unit Owners is specifically required by this Declaration.

10.7 Notice to Mortgagees. In the event that the holder of a mortgage encumbering any interest within the Condominium Property provides the Association with written notice of the existence of the mortgage, then the Association shall provide such mortgagee timely written notice of the following:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property or which affects the interest in the Condominium Property encumbered by the mortgage;

(b) Any delinquency in the payment of Assessments or other charges owed by the owner of the interest in the Condominium Property encumbered by the mortgage to the Association which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action by the Association which would require the written consent of the holders of mortgages upon interests in the Condominium Property.

In order to avail itself of the provisions of this paragraph 10.7, the holder of a mortgage encumbering an interest in the Condominium Property shall include the following information in its notice to the Association:

- (a) Name of mortgagor;
- (b) Interest in Condominium Property encumbered by the mortgage;
and
- (c) Name and address of mortgagee.

The Association shall have the right to rely upon the above information until it receives written notice to the contrary.

For the purposes of this paragraph 10.7, the holder of a mortgage encumbering an interest in the Condominium Property shall be deemed to include insurers or guarantors of said mortgage as well as the holder itself.

11. INSURANCE

The insurance other than title insurance that shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

11.1 Authority to Purchase; Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or an Insurance Trustee, and all policies and their endorsements shall be deposited with the Association or an Insurance Trustee as set forth herein.

11.2 Personal Property of Unit Owner. Unit Owners shall, if they so desire, obtain coverage at their own expense upon their personal property and for their personal liability and living expense and such insurance shall not be the responsibility of the Association.

11.3 Coverage.

(a) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors. All such coverage, including the amount thereof and the insurance company issuing same, shall be subject to the approval of the Institutional Lender holding the greatest dollar amount of first mortgages against Units in the Condominium. Coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building(s) on the land, including but not limited to vandalism and malicious mischief.

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors, including but not limited to hired vehicles, owned, and non-owned vehicle coverages, and with cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

(c) Workmen's Compensation insurance to meet the requirements of law.

(d) Such Other Insurance that the Board of Directors shall determine from time to time to be desirable.

11.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

11.5 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear. All such policies shall provide that all proceeds covering property losses shall be paid to the Association or to a trustee in Florida with trust powers as may be designated as Insurance Trustee from time to time by the Board of Directors when required by this Declaration. The selection of the Insurance Trustee is subject to the approval of the Institutional Lender holding the greatest dollar amount of first mortgages against the Units in the Condominium. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee and the Association shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Unit Owners and their mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee:

(a) Proceeds on Account of Damage to Common Elements. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the Building Is to be Restored: For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, said cost to be determined by the Association.

(2) When the Building Is Not to be Restored: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(c) Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged Unit in any of the following events:

(1) Its mortgage is not in good standing and is in default;
or

(2) Insurance proceeds are insufficient to restore or repair the building(s) to the condition existing prior to the loss and additional monies are not available for such purpose.

(d) Insurance Trustee. An Insurance Trustee need not be appointed until there exists a major damage as defined at paragraphs 12.1(b)(2).

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

(a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a Unit.

(c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Unit.

(d) In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary/Treasurer as to the names of the Unit Owners and their respective shares of the distribution.

11.7 Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner and for each owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

12. RECONSTRUCTION OR REPAIR AFTER CASUALTY

12.1 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements. If the damaged improvement is a Common Element, then the damaged property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) Damage.

(1) Lesser Damage. If the damaged improvement is a building(s), and if sixty (60%) percent of the Units are found by the Board of Directors to be tenantable, then the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement that the Condominium shall be terminated.

(2) Major Damage. If the damaged improvement is a building(s), and if sixty (60%) percent of the Units are found by the Board of Directors to be not tenantable, then the damaged property shall not be reconstructed or repaired, and the Condominium shall be terminated without agreement, unless within sixty (60) days after the casualty, the Unit Owners of eighty (80%) percent of the Units agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by its President and attested to by its Secretary/Treasurer as to whether or not the damaged property is to be reconstructed or repaired.

12.2 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building(s) or in lieu thereof, according to the plans and specifications approved by the Board of Directors, and if the damaged property is in a building(s), by the Unit Owners of not less than eighty (80%) percent of the Common Elements, including the Owners of all damaged Units, together with the approval of the Institutional Lenders holding first mortgages upon all damaged Units, which approval shall not be unreasonably withheld.

12.3 Responsibility. If the damage is only to those parts of one (1) Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

12.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

12.5 Assessments. The amount by which an award of insurance proceeds is reduced on account of a deductible clause in an insurance policy shall be a Common Expense and shall be assessed against all Unit Owners as such. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners who own the damaged Units, and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such Assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair to their respective Units. Such Assessments on account of damage to Common Elements shall be in proportion to the Unit Owners' obligation for Common Expenses.

12.6 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association or by the Insurance Trustee and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of Assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that is the responsibility of the Association is more than Ten Thousand and No/100 Dollars (\$10,000.00), then the sums paid upon such Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such Assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of casualty, and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than Ten Thousand and No/100 Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors, provided, however, that upon request by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than Ten Thousand and No/100 Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors.

(3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid to the Unit Owner, or if there is a mortgagee endorsement as to the Unit, then to the

Owner thereof and the mortgagee jointly, who may use such proceeds as they deem appropriate.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund; except, however, that only those portions of a distribution to the beneficial owners in excess of Assessments paid by a Unit Owner to the construction fund shall be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary/Treasurer as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is required in this instrument to be named payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further, provided, that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

13. USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

13.1 Residential Units. Each of the Units shall be occupied for residential purposes only.

13.2 Subdivision. No Unit may be divided or subdivided into smaller Units. Provided, however, that the right to divide or subdivide a Unit into smaller Units is specifically reserved in favor of Developer.

13.3 Common Elements. The Comm Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the residents of the Units.

13.4 Use.

(a) No unlawful use shall be made of the Condominium Property.

(b) All laws, zoning ordinances, and regulations of any governmental body having jurisdiction over the Condominium Property shall be observed. The responsibility of meeting the requirements of such governmental bodies for maintenance, modification, or repair of the Condominium Property shall be the same as that set forth in paragraph 8.

(c) No nuisance shall be allowed upon the Condominium Property. No use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by its residents shall be allowed upon the Condominium Property.

(d) No use of the Condominium Property shall be allowed that increases the cost of insurance upon the Condominium Property.

13.5 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on the Condominium Property, except that Developer specifically reserves the right to place and maintain "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Unit it may from time to time own, and the same right is reserved to any Institutional Lender which may become the Owner of a Unit, and to the Association as to any Unit which it may own.

13.6 Lease.

(a) After approval by the Association required herein, entire Units may be rented provided the entire Unit is rented and the occupancy thereof is in accordance herewith.

(b) No lease shall be for a period of time of less than six (6) months.

(c) No lease shall release or discharge the Unit Owner of the leased Unit from compliance with his obligations as a Unit Owner.

(d) All of the provisions of this Declaration (including its exhibits) and the Rules and Regulations of the Association shall be applicable and enforceable against any lessee to the same extent as against the Unit Owner. A covenant upon the part of each lessee to abide by the provisions of this Declaration (including its exhibits) and the Rules and Regulations of the Association, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate the lease in the event of violations by the lessee of such covenant shall be an essential element of any such lease, whether oral or written, and whether specifically expressed in such lease or not.

(e) Developer shall have the absolute right to lease Units without obtaining the approval of the Association and without complying with the provisions of paragraph 13.6.

13.7 Pets.

(a) No pets over thirty-five (35) pounds shall be allowed on the Condominium Property.

(b) Pets shall be allowed on the common elements of the Condominium Property only when they are leashed, and then only upon those common elements designated for pet use by the Board of Directors of the Association.

(c) No pet which is a nuisance to other unit owners shall remain upon the Condominium Property.

13.8 Interference with Developer. Until Developer has closed the sale of all Units in the Condominium, neither the Unit Owners nor the Association shall interfere with the sale of the Units. Developer may make any use of the Condominium Property as may facilitate such sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

13.9 Rules and Regulations. Reasonable Rules and Regulations concerning the use of Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such Rules and Regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium.

14. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by an Owner other than Developer shall be subject to the following provisions as long as the Condominium exists upon the land:

14.1 Transfers Subject to Approval. No Unit Owner may either acquire

or dispose of any Unit by sale, lease, gift, devise, inheritance, or other transfer of title or possession without the written consent of the Association except as hereinafter provided. In the event of transfer of title by operation of law the continued ownership is subject to the written approval of the Association except as hereinafter provided.

14.2 Approval by Association. The written approval of the Association that is required for the transfer of title or possession of a Unit shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association written notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. A Unit Owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association written notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(3) Gift, Devise, Inheritance, or Other Transfers. A Unit Owner who has obtained his title by gift, devise, inheritance, or by any other manner not previously specified, shall give to the Association written notice of the acquisition of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a copy of the recorded instrument evidencing the Unit Owner's title.

(4) Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction, ownership, or possession. If the Association disapproves of the transaction, ownership, or possession, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in recordable form executed by the Association.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association.

(3) Gift, Devise, Inheritance, or Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise, inheritance, or in any other manner not previously specified, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit. If approved, the approval shall be by a certificate in recordable form executed by the Association.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit Owner, purchaser or lessee of a Unit is a corporation, the approval of ownership or lease by the corporation may be conditioned by requiring that all persons who might occupy the Unit be approved by the Association.

(d) Application Fees. The Association may require the deposit of an application fee simultaneously with the giving of notice of intention to sell, lease, or of transfer by gift, devise or inheritance, for the purpose of defraying the Association's actual expenses in determining whether to approve or disapprove the transaction or continued ownership by a transferee, said application fee not to exceed the maximum fee allowed by law.

14.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership or possession of a Unit, the matter shall be disposed of in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Unit by a purchaser approved by the Association, or an agreement to purchase signed on behalf of the Association by its President and attested to by its Secretary/Treasurer, in which event the Unit Owner shall sell the Unit to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, or upon mutually agreed terms.

(1) The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase, or upon the date designated in the disapproved contract, whichever date shall be later.

(2) If the Association shall fail to purchase or provide a purchaser upon demand of the Unit Owner in the manner provided, or if the purchaser furnished by the Association shall default in his agreement to purchase, then the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval in recordable form.

(b) Lease. If the proposed transaction is a lease, the Unit Owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift, Devise, Inheritance, or Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise, inheritance, or in any other manner not previously specified, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days following determination of the sale price.

(4) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval in recordable form, to the Unit Owner.

14.4 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by an Institutional Lender that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale, or lease by an Institutional Lender that so acquires its title. Such provisions shall not require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Such provisions shall not apply to Developer or Developer's successors or assigns, and Developer and any such person or entity shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a Unit without complying with the provisions of this section.

14.5 Unauthorized Transactions. Any sale, lease, or transfer not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association or otherwise cured by the terms of this Declaration.

14.6 Notice of Suit.

(a) **Notice of Suit.** A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit within five (5) days after the Unit Owner shall receive knowledge or notice thereof.

(b) **Failure to Comply.** Failure to comply with this subsection shall not affect the validity of any judicial sale.

14.7 Waiver of Approval. Whenever in this section an approval is required of the Association in connection with the sale, transfer, or lease of any Unit, and such approval shall not have been obtained pursuant to the provisions hereof, failure upon the part of the Association to object in writing to such sale, transfer, lease within ninety (90) days after the date of such event, or within thirty (30) days of the date upon which the purchaser, transferee, or lessee shall take possession of the premises, whichever date shall be later, shall constitute a waiver by the Association of the right to object and the sale, transfer, or lease of such Unit shall be then considered valid and enforceable as having complied with this paragraph.

15. PURCHASE OF UNITS BY ASSOCIATION

15.1 Authority. The Association shall have the power to purchase Units in the Condominium.

15.2 Decision. The decision of the Association to purchase a Unit shall be made by its Board of Directors, without the necessity of approval by its membership except as is hereinafter expressly provided.

15.3 Limitation. If at any time the Association shall be the Owner or agreed purchaser of five (5) or more Units, it may not purchase any additional Units without the prior written approval of seventy-five (75%) percent of the Unit Owners eligible to vote. A Unit Owner whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to Units to be purchased at public

sale resulting from a foreclosure of the Association's lien for delinquent Assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the Unit plus the money due the Association, nor shall the limitation of this paragraph apply to Units to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefor does not exceed the cancellation of such lien.

16. RIGHTS OF DEVELOPER

Notwithstanding anything herein to the contrary, Developer shall have the right of first refusal to purchase any Unit which the Association shall have the right to purchase upon the same price and at the same terms available to the Association, such right of first refusal to continue until such time as Developer shall have completed, sold and closed on the sale of all Units in the Condominium.

17. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation and the By-Laws of the Association, and the Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

17.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Unit Owner.

17.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation and the By-Laws of the Association, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such such reasonable attorneys' fees as may be awarded by the Court.

17.3 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and the By-Laws of the Association, or the Rules and Regulations adopted pursuant to them, shall not constitute a waiver of the right to do so thereafter.

18. AMENDMENTS

Except as otherwise provided herein, this Declaration of Condominium may be amended in the following manner:

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

18.2 Resolution. A resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

18.3 Approval. A resolution for the adoption of a proposed amendment

may be proposed by the Board of Directors or by the Unit Owners of the Association. Unit Owners may propose such an amendment by instrument in writing directed to the President or Secretary/Treasurer of the Board of Directors signed by not less than twenty (20%) percent of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Unit Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Unit Owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary/Treasurer at or prior to the meeting. Except as otherwise provided herein, such approvals must be either by:

(1) Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

(2) Not less than eighty (80%) percent of the votes of the entire membership of the Association; or

(3) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed.

18.4 Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owner(s) so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all record owners of mortgages on such Unit shall join in the execution of the amendment. No amendment shall make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon the Condominium Property shall join in the execution of such amendment. No amendment shall make any change which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to Developer or Developer's successors or assigns, unless Developer or such individuals or entities shall join in the execution of such amendment.

18.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association and attested to by the Secretary/Treasurer with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of Hillsborough County, Florida.

19. TERMINATION

The Condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act:

19.1 Destruction. If it is determined as provided in paragraph 12.1(b)(2) hereof that the building(s) shall not be reconstructed because of major damage, the Condominium plan of ownership shall be terminated without agreement.

19.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all record Owners of Units and all record owners of mortgages on Units. Notice of a meeting at which the proposed termination is to be

considered shall be given not less than thirty (30) days prior to the date of such meeting. In the event that the approval of Owners of not less than seventy-five (75%) percent of the Common Elements, and the approval of all record owners of mortgages upon the Units, are obtained at the meeting or within thirty (30) days thereafter, then the approving Owners shall have an option to buy all of the Units of the Owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by a Unit Owner, or of a mortgagee holding a mortgage encumbering a Unit, shall be irrevocable until expiration of the aforementioned option to purchase the Unit of Owners not so approving, and if the option to purchase such Unit is exercised, then such approval shall be irrevocable. The option to purchase the Units owned by Unit Owners not approving of termination shall be exercised upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivering or mailing by registered mail to each of the record Owners of the Units to be purchased an agreement to purchase signed by the record Unit Owners who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Unit Owner and shall require the purchase of all Units owned by Unit Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association by appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash, provided, in the event there shall be a pre-existing first mortgage on the Unit, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

(d) Closing. The sale shall be closed within thirty (30) days following determination of the sale price.

19.3 Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary/Treasurer certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of Hillsborough County, Florida.

19.4 Shares of Unit Owners after Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

19.5 Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and of all record owners of mortgages upon the Units.

20. SEPARABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, the Articles of Incorporation and the By-Laws of the Association, and the Rules and Regulations promulgated by the Asso-

ciation shall not affect the validity of the remaining portions.

21. WARRANTIES

The warranties provided by the Condominium Act are the sole and exclusive warranties extended to Unit Owners by Developer. Developer extends to Unit Owners no other warranties, either express or implied.

IN WITNESS WHEREOF, Developer has executed this Declaration this 27th day of July, 1984.

Signed, sealed and delivered in the presence of:

SKFE PARTNERS, a Florida general partnership, by and through its general partners

SHIMBERG, KENNEDY & FROST, INC., a Florida corporation

[Signature]

By: David H. Kennedy (SEAL)
President

Jeanette Farniti

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27th day of July, 1984 by DAVID H. KENNEDY, President of SHIMBERG, KENNEDY & FROST, INC., a Florida corporation, on behalf of the corporation.

Jeanette Farniti
NOTARY PUBLIC - STATE OF FLORIDA
My Commission Expires:
NOTARY PUBLIC, State of Florida
My Commission Expires Feb. 22, 1986

[Signature]

ENDECO PROPERTIES, INC., a Florida corporation

Andrea B. Benware

By: Richard L. Benware (SEAL)
President

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 27th day of July, 1984 by Richard L. Benware, President of ENDECO PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

Andrea B. Benware
NOTARY PUBLIC - STATE OF FLORIDA
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA, AT LARGE
MY COMMISSION EXPIRES MAY 23 1985
BONDED THRU GENERAL INS. UNDERWRITERS

ASHFORD GREEN CONDOMINIUM

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

PHASE I

A parcel of land in the West 1/2 of the Southwest 1/4 of Section 4, Township 28 South, Range 19 East, Hillsborough County, Florida; Commence at the Southeast corner of the West 1/2 of said Southwest 1/4 of Section 4; thence along the east boundary of said West 1/2 of the Southwest 1/4 of Section 4, North (assumed), 1351.00 feet; thence S 89° 40' 46" W, 22.82 feet to a point on the Westerly right of way 42nd Street, for a Point of Beginning; thence continue S 89° 40' 46" W, 366.00 feet; thence N 00° 19' 14" W, 189.00 feet; thence N 89° 40' 46" E, 107.00 feet; thence N 00° 19' 14" W, 85.00 feet; thence S 89° 40' 46" W, 148.00 feet; thence N 00° 19' 14" W, 95.00 feet; thence N 89° 40' 46" E, 190.00 feet; thence S 00° 19' 14" E, 36.64 feet; thence S 89° 46' 32" E, 215.31 feet to the aforementioned westerly right of way boundary of 42nd Street; thence along said right of way boundary S 00° 36' 58" E, 330.32 feet to the Point of Beginning.

The above described parcel of land contains 2.79 acres more or less.

ASHFORD GREEN CONDOMINIUM

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

PROPOSED PHASE II

A parcel of land in the West 1/2 of the Southwest 1/4 of Section 4, Township 28 South, Range 19 East, Hillsborough County, Florida; Commence at the Southeast corner of the West 1/2 of said Southwest 1/4 of Section 4; thence along the east boundary of said West 1/2 of the Southwest 1/4 of Section 4, North (assumed), 1351.00 feet; thence S 89° 40' 46" W, 388.83 feet for a Point of Beginning; thence N 00° 19' 14" W, 189.00 feet; thence N 89° 40' 46" E, 107.00 feet; thence N 00° 19' 14" W, 85.00 feet; thence S 89° 40' 46" W, 148.00 feet; thence N 00° 19' 14" W, 60.17 feet; thence N 89° 46' 32" W, 220.63 feet; thence S 00° 07' 56" E, 336.27 feet; thence N 89° 40' 46" E, 262.73 feet to the Point of Beginning.

The above described parcel of land contains 2.19 acres more or less.

ASHFORD GREEN CONDOMINIUM

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

PROPOSED PHASE III

A parcel of land in the West 1/2 of the Southwest 1/4 of Section 4, Township 28 South, Range 19 East, Hillsborough County, Florida; Commence at the Southeast corner of the West 1/2 of said Southwest 1/4 of Section 4; thence along the east boundary of said West 1/2 of the Southwest 1/4 of Section 4, North (assumed), 1351.00 feet; thence S 89° 40' 46" W, 22.82 feet to a point on the Westerly right of way boundary of 42nd Street; thence along said western right of way boundary N 00° 36' 58" W, 330.32 feet; thence continue along said western right of way boundary, N 00° 25' 24" W, 314.57 feet; thence S 89° 27' 23" W, 309.73 feet for a Point of Beginning; thence S 00° 19' 14" E, 191.68 feet; thence N 89° 40' 46" E, 55.00 feet; thence S 00° 19' 14" E, 83.00 feet; thence S 89° 40' 46" W, 150.00 feet; thence S 00° 19' 14" E, 34.83 feet; thence N 89° 46' 32" W, 220.63 feet; thence N 00° 06' 49" W, 306.19 feet; thence N 89° 27' 23" E, 314.52 feet to the Point of Beginning.

The above described parcel contains 2.26 acres more or less.

ASHFORD GREEN CONDOMINIUM

IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

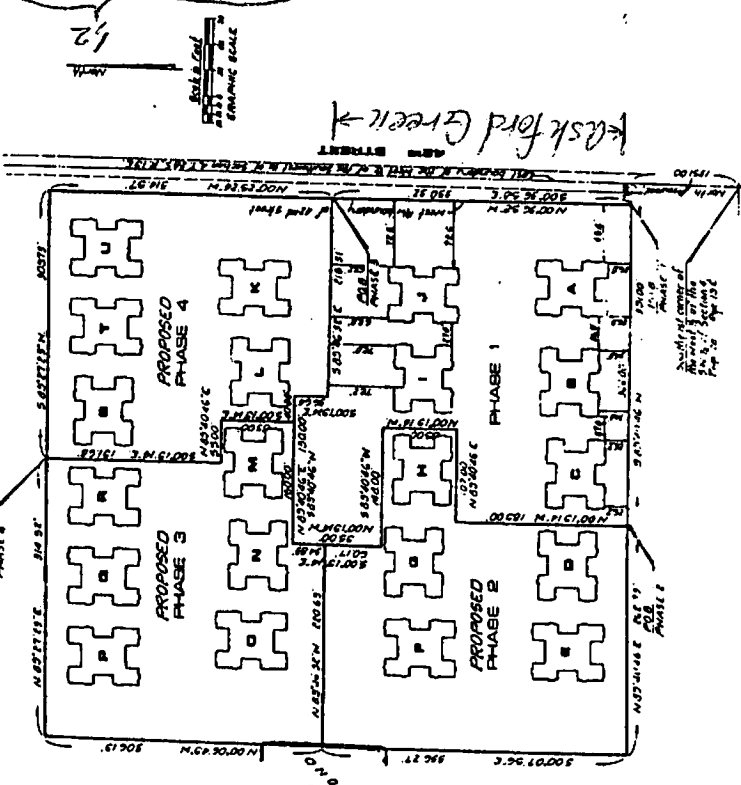
REC. 4384 G 480

DESCRIPTION: Ashford Green Phase 1
A parcel of land in the West 1/2 of the Southwest 1/4 of Section 4, Township 28 South, Range 19 East, Hillsborough County, Florida, Commencing at the Southeast corner of the West 1/2 of said Southwest 1/4 of Section 4, and following the east boundary of said West 1/2 of the Southwest 1/4 of Section 4, North (true) 151.00 feet; thence South 89°41'14", 210.00 feet to a point on the West side of the Ashford Green Canal; thence along the West side of said canal, South 89°41'14", 187.00 feet; thence South 89°41'14", 151.00 feet to the Point of Beginning; thence along the Point of Beginning, North 89°41'14", 151.00 feet; thence South 89°41'14", 151.00 feet to the Point of Beginning; thence along the Point of Beginning, North 89°41'14", 151.00 feet to the Point of Beginning.

DESCRIPTION: Ashford Green Phase 2 (PROPOSED)
A parcel of land in the West 1/2 of the Southwest 1/4 of Section 4, Township 28 South, Range 19 East, Hillsborough County, Florida, Commencing at the Southeast corner of the West 1/2 of said Southwest 1/4 of Section 4, and following the east boundary of said West 1/2 of the Southwest 1/4 of Section 4, North (true) 151.00 feet; thence South 89°41'14", 210.00 feet to a point on the West side of the Ashford Green Canal; thence along the West side of said canal, South 89°41'14", 187.00 feet; thence South 89°41'14", 151.00 feet to the Point of Beginning; thence along the Point of Beginning, North 89°41'14", 151.00 feet; thence South 89°41'14", 151.00 feet to the Point of Beginning; thence along the Point of Beginning, North 89°41'14", 151.00 feet to the Point of Beginning.

DESCRIPTION: Ashford Green Phase 3 (PROPOSED)
A parcel of land in the West 1/2 of the Southwest 1/4 of Section 4, Township 28 South, Range 19 East, Hillsborough County, Florida, Commencing at the Southeast corner of the West 1/2 of said Southwest 1/4 of Section 4, and following the east boundary of said West 1/2 of the Southwest 1/4 of Section 4, North (true) 151.00 feet; thence South 89°41'14", 210.00 feet to a point on the West side of the Ashford Green Canal; thence along the West side of said canal, South 89°41'14", 187.00 feet; thence South 89°41'14", 151.00 feet to the Point of Beginning; thence along the Point of Beginning, North 89°41'14", 151.00 feet; thence South 89°41'14", 151.00 feet to the Point of Beginning; thence along the Point of Beginning, North 89°41'14", 151.00 feet to the Point of Beginning.

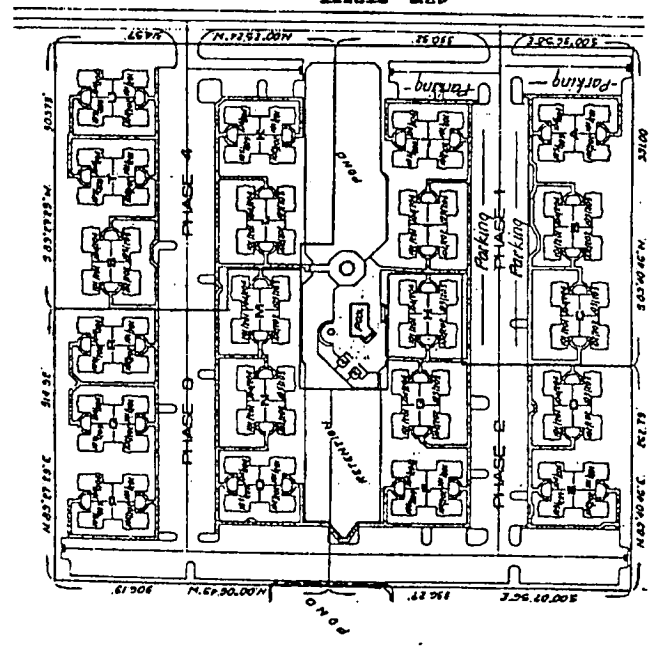
DESCRIPTION: Ashford Green Phase 4 (PROPOSED)
A parcel of land in the West 1/2 of the Southwest 1/4 of Section 4, Township 28 South, Range 19 East, Hillsborough County, Florida, Commencing at the Southeast corner of the West 1/2 of said Southwest 1/4 of Section 4, and following the east boundary of said West 1/2 of the Southwest 1/4 of Section 4, North (true) 151.00 feet; thence South 89°41'14", 210.00 feet to a point on the West side of the Ashford Green Canal; thence along the West side of said canal, South 89°41'14", 187.00 feet; thence South 89°41'14", 151.00 feet to the Point of Beginning; thence along the Point of Beginning, North 89°41'14", 151.00 feet; thence South 89°41'14", 151.00 feet to the Point of Beginning; thence along the Point of Beginning, North 89°41'14", 151.00 feet to the Point of Beginning.



SURVEY OF CONDOMINIUM PROPERTY

ASHFORD GREEN CONDOMINIUM

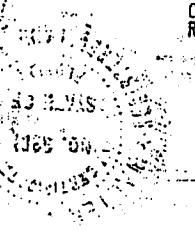
IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 10 EAST, HILLSBOROUGH COUNTY, FLORIDA



INSPECTOR'S CERTIFICATION

The undersigned, being a surveyor, authorized to practice in the State of Florida, hereby certifies that the construction of the improvements comprising Buildings 1, and 2, shown in Phase 1 of Ashford Green Condominium, together with the improvements comprising the dedication of Condominium, together with the improvements, is in accordance with the location and dimensions of the improvements shown on the subdivision and location map of the common elements and of each unit within said buildings, as shown on the subdivision and location map of the common elements, and that the improvements, including the landscaping, utility services, and access to the units within Buildings 1, and 2, and common element facilities serving said buildings, have been substantially completed.

STANLEY W. WARDEN & ASSOCIATES, INC.
 BY: *Stanley W. Warden*
 Florida Registered Land Surveyor No. 1303
 DATE: 11/11/83



OFF. REC. 4384 6 481

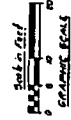
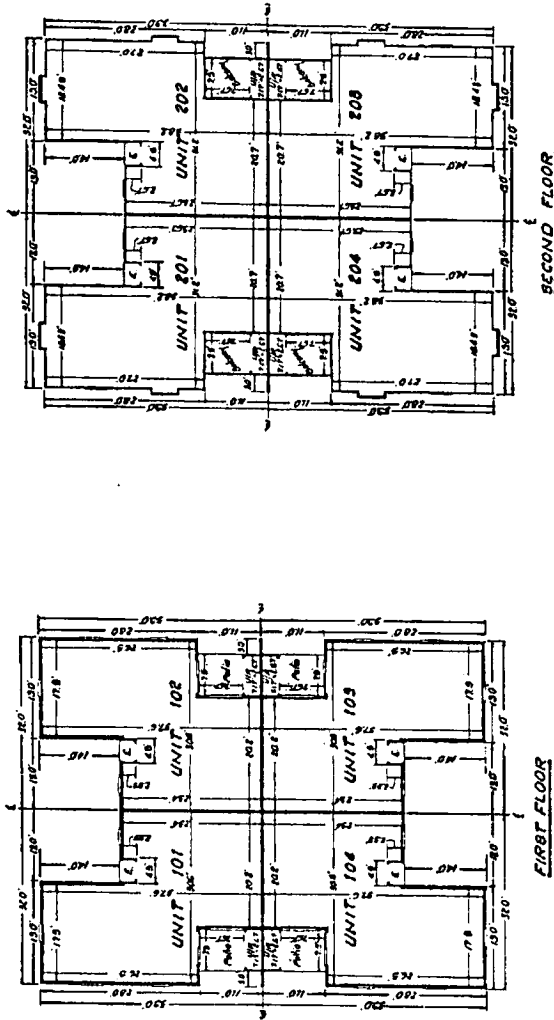
NOTE:
 Common Elements and Building shown in Phases 2, 3 and 4 are proposed.

CONDO P.B. PG.

OFF. REC. 4384 482

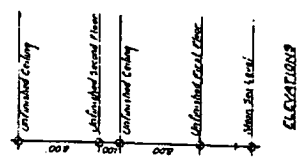
ASHFORD GREEN CONDOMINIUM

IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA



TYPICAL BUILDING PLANS
BUILDINGS A, E, F, J, K, O, P, Q, R, T, U

BUILDING NO.	U.F.E.
A	2178
E	
F	
J	
K	
O	
P	
Q	
R	
T	
U	



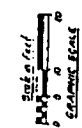
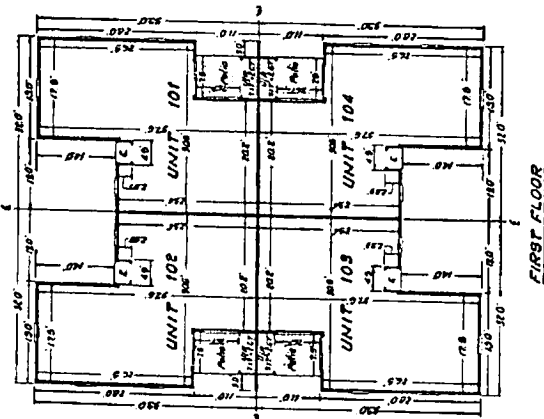
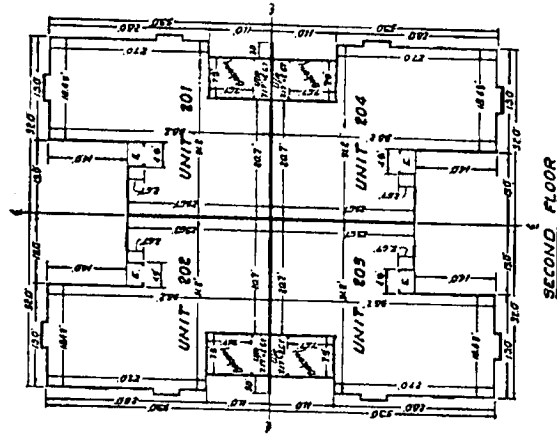
ELEVATIONS

Prepared by
PERRELL, MADEN & ASSOC., INC.
Civil Engineers - Land Surveyors
PO Box 197
Lutz, Florida 33545
PAGE 3 OF 3

ASHFORD GREEN CONDOMINIUM

IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 10 EAST, HILLSBOROUGH COUNTY, FLORIDA

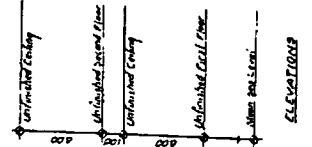
OFF. REC. 4384 G 483



TYPICAL BUILDING PLANS
BUILDINGS B,C,D,G,H,I,L,M,N,S

BUILDING	U.F.E.
B	417
C	443
D	
G	
H	
I	
L	
M	
N	
S	

U.F.E. - Unfinished First Floor Elevation



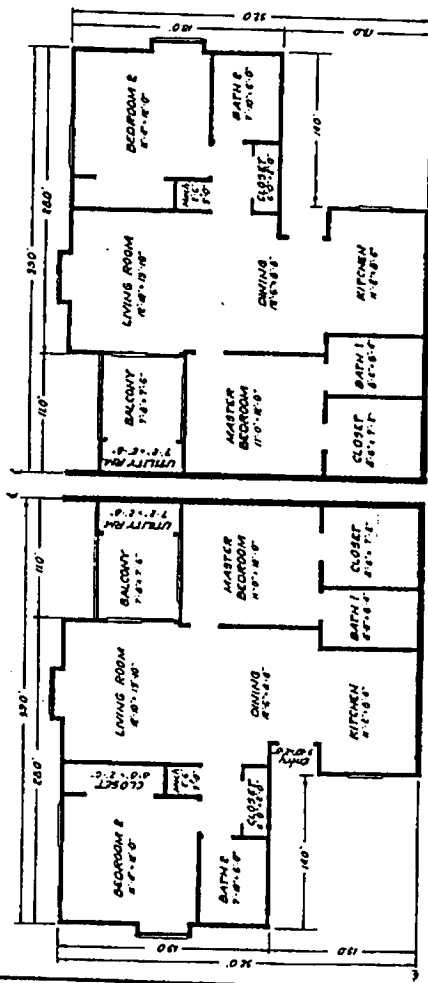
Prepared by
PIERCEFIELD AMADEN ASSOC., INC.
Civil Engineers - Land Surveyors
P.O. Box 19, St. Petersburg, Florida 33553
PAGE 1 OF 5

CONDO R.B. P.C.

OFF. REC. 4384 G 484

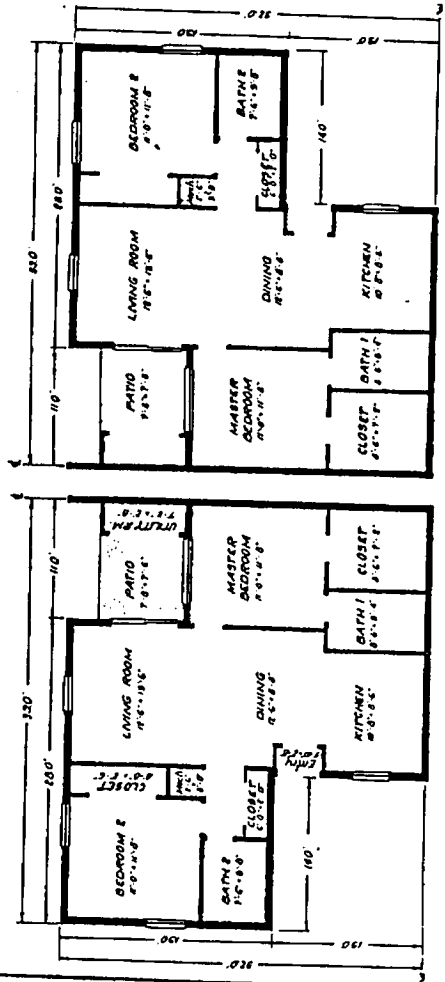
ASHFORD GREEN CONDOMINIUM

IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 13 EAST, HILLSBOROUGH COUNTY, FLORIDA



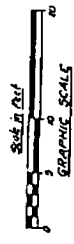
SECOND FLOOR

SECOND FLOOR



FIRST FLOOR

FIRST FLOOR



TYPICAL FLOOR PLANS

Prepared by
PIERCE, FENNER & SMITH, INC.
 Civil Engineers - Land Surveyors
 100 S.W. 1st St.
 Fort Lauderdale, Florida 33301
 PAGE 3 OF 2

OFF. REC. 4384 2 485

ASHFORD GREEN CONDOMINIUM

PROPORTIONATE OWNERSHIP SCHEDULE OF
COMMON ELEMENTS AND COMMON SURPLUS

PHASE I

Each Unit shall have appurtenant to it a 1/40th undivided share and interest in the Common Elements and Common Surplus.

LAW OFFICES OF
DeLOACH & HOFSTRA, P.A.
8486 SEMINOLE BLVD.
P.O. BOX 3392
SEMINOLE, FL 33542
PHONE: (813) 397-5571

EXHIBIT "B" to DECLARATION

ASHFORD GREEN CONDOMINIUM

PROPOSED PROPORTIONATE OWNERSHIP SCHEDULE OF
COMMON ELEMENTS AND COMMON SURPLUS

PHASES I AND II

Each Unit shall have appurtenant to it a 1/80th undivided share and interest in the Common Elements and Common Surplus.

PHASES I, II, AND III

Each Unit shall have appurtenant to it a 1/128th undivided share and interest in the Common Elements and Common Surplus.

PHASES I, II, III AND IV

Each Unit shall have appurtenant to it a 1/168th undivided share and interest in the Common Elements and Common Surplus.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of ASHFORD GREEN CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on March 16, 1984, as shown by the records of this office.

The charter number of this corporation is N02010.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
19th day of March, 1984.



CER-101

George Firestone
Secretary of State

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1984 MAR 16 PM 1:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
ASHFORD GREEN CONDOMINIUM ASSOCIATION, INC.

The undersigned do hereby associate themselves for the purpose of forming a corporation not for profit as allowed by Chapter 718 and Chapter 617 of the Florida Statutes. Pursuant to the provisions and laws of the State of Florida, we certify as follows:

1. NAME

The name of the corporation shall be ASHFORD GREEN CONDOMINIUM ASSOCIATION, INC. Hereinafter the corporation shall be referred to as the "Association", with its principal registered office located at 1000 Ashley Drive, Suite 400, Tampa, Florida 33602. The Board of Directors may, from time to time, move the principal office to any other address in Florida.

2. PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (1981), or as thereafter amended, hereinafter called "The Condominium Act", for the operation of ASHFORD GREEN CONDOMINIUM, hereinafter called "Condominium", to be created pursuant to the provisions of The Condominium Act.

3. POWERS

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 not in conflict with the terms of these Articles of Incorporation or The Condominium Act.

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 of Condominium as originally recorded or as it may be amended from time to time.

3.3 All funds and the titles to 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 of the Association.

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 of the Association.

3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and Assessments from the Unit Owners as allowed by the Declaration of Condominium.

3.6 The Association shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any member or director of the Association or to any other private individual. The Association shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any political campaign on behalf of any candidate for public office.

3.7 The Association shall have no capital stock.

EXHIBIT "C" TO DECLARATION

LAW OFFICES OF
DeLOACH & HOFSTRA, P.A.
8486 SEMINOLE BLVD.
P.O. BOX 3392
SEMINOLE, FL 33542
PHONE: (813) 397-5571

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TALLAHASSEE, FLORIDA

4. MEMBERSHIP

4.1 The members of the Association shall consist of all of the record Owners of Units 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 Membership in the Association shall be acquired by recording in the Public Records of Hillsborough County, Florida, a deed or other instrument establishing record title to a Unit in the Condominium, the Unit Owner designated by such instrument thus becoming a member of the Association, and the membership of the prior Unit Owner being thereby terminated, provided, however, any party who owns more than one (1) Unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Unit.

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 Unit.

4.4 On all matters upon which the member shall be entitled to vote, there shall be one (1) vote for each Unit, which vote may be exercised or cast in such manner as may be provided in the By-Laws of the Association. Any person or entity owning more than one (1) Unit shall be entitled to one (1) vote for each Unit he or it owns.

4.5 Developer shall be a member of the Association and shall be allowed one (1) vote for each Unit owned by Developer.

5. EXISTENCE

The Association shall have perpetual existence.

6. SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are:

<u>NAME</u>	<u>ADDRESS</u>
Richard L. Benware	1000 Ashley Drive Suite 400 Tampa, Florida 33602
David A. Kennedy	1000 Ashley Drive Suite 400 Tampa, Florida 33602
Malcolm C. Harris	1000 Ashley Drive Suite 400 Tampa, Florida 33602

7. OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, and a Secretary/Treasurer, and such other officers as the Board of Directors may from time to time designate. Any person may hold two (2) offices, excepting that the same person shall not hold the office of President and Secretary/Treasurer. Officers of the Association shall be those set forth herein or 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>NAME</u>	<u>ADDRESS</u>
David A. Kennedy President	1000 Ashley Drive Suite 400 Tampa, Florida 33602
Malcolm C. Harris Vice President	1000 Ashley Drive Suite 400 Tampa, Florida 33602
Richard L. Benware Secretary/Treasurer	1000 Ashley Drive Suite 400 Tampa, Florida 33602

8. DIRECTORS

8.1 The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association, excepting that the first Board of Directors shall consist of three (3) directors who need not be members of the Association, and thereafter the membership of the Board of Directors shall consist of not less than five (5) directors; provided, however, that the Board shall consist of an odd number of members.

8.2 Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the By-Laws of the Association. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws of the Association.

8.3 The first election of directors shall not be held until SKPE PARTNERS, a Florida general partnership, heretofore and hereinafter called "Developer", is required by law to allow members of the Association other than Developer to elect no less than one-third (1/3) of the members of the Board of Directors. The directors named in these Articles shall serve until the first election of directors, and any vacancies in office occurring before the first election shall be filled by the remaining directors. The successor directors need not be members of the Association.

8.4 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>NAME</u>	<u>ADDRESS</u>
Richard L. Benware	1000 Ashley Drive Suite 400 Tampa, Florida 33602
David A. Kennedy	1000 Ashley Drive Suite 400 Tampa, Florida 33602
Malcolm C. Harris	1000 Ashley Drive Suite 400 Tampa, Florida 33602

9. INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceedings or the settlement of any proceeding to which he may be a party, 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, malfeasance, or nonfeasance, in the performance of his duties. The foregoing right of indemnification shall be in addition to

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TALLAHASSEE, FLORIDA

and exclusive of all other rights and remedies to which such director or officers may be entitled.

10. BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the following manner:

- (a) approval of seventy-five (75%) percent of the entire membership of the Board of Directors and approval of fifty-one (51%) percent of the votes of the entire membership of the Association; or
- (b) approval of seventy-five (75%) percent of the votes of the entire membership of the Association; or
- (c) approval of all of the directors, as long as the original directors named in these Articles of Incorporation remain in office.

11. AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

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

11.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than ten (10%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary/Treasurer at or prior to the meeting. Except as provided herein, such approval must be either by:

- (a) Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the entire membership of the Association; or
- (b) Not less than seventy-five (75%) percent of the votes of the entire membership of the Association.

11.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Article 3.3, without approval in writing by all members and the joinder of all record owners of mortgages on the Units. No amendment shall be made that is in conflict with The Condominium Act or the Declaration of Condominium. No amendment shall be made without the consent and approval of Developer so long as Developer shall own any Units in the Condominium.

11.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Hillsborough County, Florida.

12. RESIDENT AGENT

The corporation hereby appoints David A. Kennedy, at 1000 Ashley Drive, Tampa, Florida 33602 as its Resident Agent to accept service of process within this State.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the Subscribers have affixed their signatures
hereto this 7th day of February, 1984.

Signed, sealed and delivered
in the presence of:

Dirie Bissette Richard L. Benware
Richard L. Benware

James B. Rink

Frank C. Paul

David A. Kennedy
David A. Kennedy

J. C. F. Lott

Malcolm C. Harris
Malcolm C. Harris

J. C. F. Lott

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared RICHARD L. BENWARE, DAVID A. KENNEDY, and MALCOLM C. HARRIS, who, after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles this 7th day of February, 1984.

Rosna D. Wilkins
Notary Public - State of Florida
My commission expires: Notary Public, State of Florida at Large
My Commission Expires July 31, 1985

ACCEPTANCE OF RESIDENT AGENT

Having been named to accept service of process for the above named corporation, at the place designated in these Articles of Incorporation, I hereby accept to act in this capacity, and agree to comply with the provisions of the laws of the State of Florida relative to keeping open said office.

David A. Kennedy
David A. Kennedy, Resident Agent

BY-LAWS

OF

ASHFORD GREEN CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY

These are the By-Laws of ASHFORD GREEN CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", a corporation not for profit created and existing under the laws of the State of Florida. These By-Laws are adopted for the purpose of governing the Association and incorporate by reference the terms and conditions of the Articles of Incorporation of the Association and of the Declaration of Condominium of ASHFORD GREEN CONDOMINIUM, referred to therein.

1.1 Office. The office of the Association shall be 1000 Ashley Drive, Suite 400, Tampa, Florida 33602.

1.2 Fiscal Year. The fiscal year of the Association shall be as determined by the Board of Directors.

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.

2. MEMBERS' MEETINGS

2.1 Annual Meeting. The annual members' meeting shall be held at the office of the Association unless otherwise designated by the Board of Directors, on the second Monday in November. Provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday. Such annual members' meetings shall be for the purpose of electing directors and transacting any other business of the Association authorized to be transacted by the members.

2.2 Special Meetings. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officer upon receipt of a written request from members entitled to cast ten percent (10%) of the votes of the entire membership.

2.3 Notice. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Secretary/Treasurer, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) nor more than forty-five (45) days prior to the date of the meeting. The post office certificate of mailing shall be retained as proof of such mailing. Notice of meetings may be waived before or after meetings. Notice of meetings shall also be posted in a conspicuous place on the Condominium Property at least fourteen (14) days in advance of a meeting.

2.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast one-third (1/3) of the votes of the entire membership. The acts approved by a majority of the voters present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation of the Association, or these By-Laws.

2.5 Voting.

(a) In any meeting of members, the Owner(s) of Units shall be entitled to cast one (1) vote for each Unit owned.

(b) If a Unit is owned by one (1) person, his right to vote shall be established by the record title to his Unit. If any Unit is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary/Treasurer of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President of said corporation in the presence of two (2) subscribing witnesses, and filed with the Secretary/Treasurer of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. If such certificate is not on file, the vote of such Owner(s) shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy or any adjournment of the meeting. However, in no event shall a proxy be valid for more than ninety (90) days after the date of the first meeting for which it was given. To be valid a proxy must be filed with the Secretary/Treasurer before the appointed time of the meeting or any adjournment of the meeting. Every proxy shall be revocable at any time by the person who executed same.

2.7 Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

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

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (f) Appointment of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

2.9 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and relinquished control of the Association, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

2.10 Minutes. Minutes of all meetings of members shall be kept in a business-like manner and available for inspection by members, or their authorized representatives, and directors at all reasonable times. Said minutes shall be retained by the Association for at least seven (7) years.

3. DIRECTORS

3.1 Membership. The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association, excepting that the first Board of Directors shall consist of three (3) directors who need not be members of the Association. The Board of Directors shall remain at three (3) directors until such time as Developer turns control of the Association over to the membership at which time the Board of Directors shall consist of not less than five (5) members. Subject to the above, the Board of Directors may from time to time increase or decrease the number of persons to serve on the Board of Directors, provided, however, that the Board of Directors shall always consist of an odd number of members, and provided, further, that there shall never be less than three (3) directors on the Board of Directors. Any increase or decrease in the number of members on the Board of Directors shall be effectuated

at least thirty (30) days prior to a regular annual election of the Board of Directors, and such change in number shall be effective as of the date of the next regular election. The term of the first Board of Directors or their replacements, shall continue until Developer is required by law to relinquish control, or voluntarily relinquishes control, of the Association.

3.2 Election. Election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting, commencing with the annual meeting on the third Monday in November following the year in which Developer relinquishes control of the Association. Election of directors thereafter shall be at each year's annual meeting. Notwithstanding the preceding two sentences, when members other than Developer own fifteen (15%) percent of the Units that will be operated ultimately by the Association, the members other than Developer shall elect no less than one-third (1/3) of the directors. Said election shall be conducted at a special members' meeting which may be called by any member if the Association fails to do so.

(b) The Board of Directors may, at its discretion, designate a nominating committee of not less than three (3) nor more than five (5) members. In the event the Board shall elect to designate such a committee, the committee shall be designated not less than thirty (30) days prior to the annual meeting, and shall be charged with the duty of nominating one (1) person for each director to be elected, provided, however, additional nominations shall be received from the floor prior to elections at the annual meeting.

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

(d) Except as to vacancies created by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(e) Any director may be removed, with or without cause, by concurrence of a majority of the votes of the entire membership of the Association at a special meeting of the members called for that purpose. Said meeting may be called by ten (10%) percent of the Unit Owners. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting. Any director may be removed, with or without cause, by a written agreement executed by a majority of all of the Unit Owners. The vacancy in the Board of Directors so created shall be filled by the members of the Association at a special members' meeting. Said meeting shall be held within thirty (30) days from the date that the Board of Directors receives the Unit Owners' agreement.

(f) Provided, however, that until Developer has relinquished control of the Association, the first directors of the Association, other than the director elected pursuant to the third sentence of 3.2(a) above, shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by Developer.

3.3 Term. The term of each director's service, subject to the provisions of 3.2(f) above, shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 Organization Meeting. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they

were elected, and no further notice of the organization meeting shall be necessary.

3.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least seven (7) days prior to the day named for such meeting.

3.6 Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary/Treasurer at the written request of one-third (1/3) of the directors. Except in an emergency, not less than forty-eight (48) hours' notice of the meeting shall be given personally or by mail, telephone, or telegraph, which notice shall state the time, place, and purpose of the meeting.

3.7 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

3.8 Members. Meetings of the Board of Directors shall be open to all members. Notice of all meetings shall be posted in a conspicuous place on the Condominium Property at least forty-eight (48) hours in advance of a meeting, except in an emergency. Notice of any meeting where Assessments against the Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and a statement concerning the nature of any such Assessments.

3.9 Quorum. A quorum at directors' meetings 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 of Condominium, the Articles of Incorporation of the Association, or these By-Laws.

3.10 Adjourned Meeting. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting.

3.11 Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for all purposes other than determining a quorum.

3.12 Presiding Officer. The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if not, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.13 Order of Business. The order of business at directors' meetings shall be:

- (a) Calling of roll.
- (b) Proof of due notice of meeting.
- (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.

3.14 Fee. A director shall not be entitled to, nor paid any fee for his services as a director.

3.15 Minutes. Minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members, or their authorized

representatives, and directors at any reasonable time. The Association shall retain said minutes for not less than seven (7) years.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under The Condominium Act, the Declaration of Condominium, the Articles of Incorporation of the Association, and these By-Laws, shall be exercised exclusively by the Board of Directors, its contractors or employees, subject only to approval by members where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and The Condominium Act, to-wit:

(a) To enter into a management contract, providing for the management of the Condominium Property.

(b) To enter into contracts for the purpose of making available to the Unit Owners and residents of the Units such services as, security guard systems and cable television service, and similar services.

(c) To charge, assess and collect fees, charges, Assessments, including reserves for the Condominium, and to enforce the collection according to the Declaration of Condominium and the exhibits thereto and as allowed by law.

5. OFFICERS

5.1 Officers. The officers of the Association shall be a President, who shall be a director, a Vice President, and a Secretary/Treasurer, all of whom shall be elected annually by the Board of Directors, and such other officers as the Board of Directors may, from time to time, designate. Any officer may be removed peremptorily, without cause, by a vote of two-thirds (2/3) of the directors present at any duly constituted meeting. Any person may hold more than one (1) office, except that the same person shall not hold the office of President and Secretary/Treasurer. A vacancy in any office shall be filled by the Board of Directors.

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

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

5.4 Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association. He shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to his office and as required by the directors or the President.

5.5 Compensation. No compensation shall be paid to any officer of the Association. No officer who is a designee of Developer shall receive any compensation for his services as an officer.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and the Articles of Incorporation of the Association shall be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses:

(a) Current expenses which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year may be distributed to the membership, as the Board of Directors shall determine.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the Common Elements.

(e) Operations, which shall include gross revenues from the use of Common Elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the Assessments for current expense for the year during which the surplus is realized, or, at the discretion of the Board of Directors, in the year following the year in which the surplus is realized. Losses from operations shall be met by special Assessments against Unit Owners, which Assessments may be made in advance in order to provide a working fund.

6.2 Budget. (a) The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Common Expense and to provide and maintain funds for reserves. A copy of the proposed budget shall be mailed to each Unit Owner not less than thirty (30) days prior to the meeting at which it is to be considered, together with a notice of that meeting.

(b) In the event that an adopted budget requires Assessments against the Unit Owners in any calendar or fiscal year exceeding one hundred fifteen (115%) percent of the Assessments against the Unit Owners for the preceding year, then in that event, the Board of Directors shall, upon the written application of ten (10%) percent of the Unit Owners, call a special meeting of the Unit Owners. Said meeting shall be held within thirty (30) days from the date the Board of Directors receives the Unit Owners' application. At said special meeting, the Unit Owners shall consider and adopt a budget. Adoption of a budget by the Unit Owners shall require the approval of a majority of all Unit Owners. In determining whether Assessments against the Unit Owners exceed one hundred fifteen (115%) percent of the Assessments against Unit Owners for the preceding year, any authorized provisions for: reasonable reserves for repair or replacement of the Condominium Property; anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; or assessments for betterments to the Condominium Property shall be excluded from the computation.

6.3 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made not less frequently than quarterly. Such Assessments shall be due and payable in installments as determined by the Board of Directors. If an Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and payments on such Assessment shall be due and payable in the same manner as the prior Assessment. In the event the Assessment proves to be insufficient, the budget and Assessment may be amended at any time by the Board of Directors. Unpaid Assessments for the remaining portion of the fiscal year for which an amended Assessment is made shall be payable as determined by the Board of Directors. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum Assessment in case of any immediate need or emergency.

6.4 Acceleration of Assessment Installments upon Default. If a Unit Owner shall be in default in the payment of an Assessment or an installment upon an Assessment, the Board of Directors may accelerate the remaining balance of the Assessment upon notice to the Unit Owner, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.5 Depository. The depository of the Association shall be such bank or savings and loan association as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the directors, provided that a management agreement may include in its provisions authority in a designated agent to sign checks on behalf of the Association for payment of the obligations of the Association.

6.6 Bonding. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such an amount as shall be determined by the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.

6.7 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished to each member of the Association not later than thirty (30) days after its receipt by the Board of Directors. The audit, as used herein, is not intended to be a certified audit, but need only be a summation of the year's transactions.

7. PARLIAMENTARY RULES

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

8. AMENDMENTS

8.1 Resolution. A resolution for the adoption of a proposed amendment to these By-Laws may be proposed by either the Board of Directors or by the members. Members may propose such an amendment by instrument in writing directed to the President or Secretary/Treasurer of the Board signed by not less than twenty (20%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. 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/Treasurer at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the entire membership of the Association; or

(b) Not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

(c) Until the first election of directors of the Association, and so long as the initial directors designated in the Certificate of Incorporation of the Association shall remain in office, proposal of an amendment and approval thereof shall require only the affirmative action of all of the said original directors, and no meeting of the Unit Owners nor any approval thereof need be had.

8.2 Proviso. (a) Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units unless the Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation of the Association or the Declaration of Condominium.

(b) Provided, however, that no By-Law shall be amended by reference to its title or number only. Proposals to amend a By-Law shall contain the full text of the By-Law to be amended; new words shall be inserted in the text and underlined, and deleted words shall be lined through with hyphens. However, if the proposed change is so extensive that the procedure outlined in the preceding sentence would hinder rather than aid the understanding of the proposed amendment, then it shall not be necessary to use said procedure, but, instead, the following notation must be inserted immediately preceding the proposed amendment: "Substantial rewording of By-Law. See By-Law ____ for present text."

8.3 Execution and 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 of Condominium and By-Laws, which certificate shall be executed by the Association with the formalities of a deed. The amendment shall be effective when such certificate shall be annexed to and recorded with an amendment to the Declaration of Condominium.

8.4 Errors. Nonmaterial errors or omissions in the By-Law amendment process shall not invalidate an otherwise properly promulgated amendment.

The foregoing were adopted as the By-Laws of the Association at the first meeting of the Board of Directors on the 27 day of JULY, 1984.

Approved:

[Signature]
President

[Signature]
~~Secretary~~ Treasurer

CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS that ALBERT P. ROGERS and LOIS ROGERS, his wife, the holder of a mortgage on the following described lands:

PHASE I - A parcel of land in the West 1/2 of the Southwest 1/4 of Section 4, Township 28 South, Range 19 East, Hillsborough County, Florida; Commence at the Southeast corner of the West 1/2 of said Southwest 1/4 of Section 4; thence along the east boundary of said West 1/2 of the Southwest 1/4 of Section 4, North (assumed), 1351.00 feet; thence S 89° 40' 46" W, 22.82 feet to a point on the Westerly right of way 42nd Street, for a Point of Beginning; thence continue S 89° 40' 46" W, 366.00 feet; thence N 00° 19' 14" W, 189.00 feet; thence N 89° 40' 46" E, 107.00 feet; thence N 00° 19' 14" W, 85.00 feet; thence S 89° 40' 46" W, 148.00 feet; thence N 00° 19' 14" W, 95.00 feet; thence N 89° 40' 46" E, 190.00 feet; thence S 00° 19' 14" E, 36.64 feet; thence S 89° 46' 32" E, 215.31 feet to the aforementioned westerly right of way boundary of 42nd Street; thence along said right of way boundary S 00° 36' 58" E, 330.32 feet to the Point of Beginning.

The above described parcel of land contains 2.79 acres more or less.

does hereby consent to the Declaration of Condominium of ASHFORD GREEN CONDOMINIUM.

IN WITNESS WHEREOF, this Consent of Mortgagee has been executed the 23rd day of July, 1984.

Witnesses:

Emily S. ...

Albert P. Rogers
ALBERT P. ROGERS

Lois Rogers

Lois Rogers
LOIS ROGERS

STATE OF FLORIDA
COUNTY OF Pinellas

Before me, the undersigned authority, personally appeared Albert P. Rogers and Lois Rogers, his wife, and they acknowledged before me that they read the foregoing Consent of Mortgagee, by them subscribed, and that the contents of same are true and they signed same for the uses and purposes therein expressed.

WITNESS my hand and official seal this 23rd day of July, 1984.

Donna C. ...
NOTARY PUBLIC - STATE OF FLORIDA
My Commission Expires: ...

NOTARY PUBLIC STATE OF FLORIDA AT-LARGE
MY COMMISSION EXPIRES JUNE 2 1986
BONDED THRU GENERAL INS. UNDERWRITERS

see Meeting
in Nov.

CODES TIME 02 25P
13346415 103 JUN 6 2046
RECORDED 032045 C
CK 21.00

OFF. 4397 1182

RECORD VERIFIED AMENIMENT TO DECLARATION OF CONDOMINIUM
OF
ASHFORD GREEN CONDOMINIUM

James F. Taylor, Jr.
Clerk of Circuit Court
Hillsborough County, Fla.
By Kathy L. Batson, D.C.

SKFE PARTNERS, a Florida general partnership, on behalf of itself, its successors, grantees, and assigns, does hereby make this Amendment to Declaration of Condominium of ASHFORD GREEN CONDOMINIUM for the purpose of filing of record the attached certificate of a surveyor authorized to practice in the State of Florida which provides that construction of Buildings C and J is substantially completed so that the materials attached thereto and set forth in the previously recorded survey and graphic description of improvements, together with the Declaration of Condominium, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined therefrom.

Original Condominium Plat pertaining hereto are recorded in Condominium Plat Book 7, Pages 3 through 7, inclusive, Public Records of Hillsborough County, Florida. Condominium Plat pertaining hereto are recorded in Condominium Plat Book 7, Pages 12 inclusive, Public Records of Hillsborough County, Florida.

THIS AMENIMENT TO DECLARATION OF CONDOMINIUM is hereby made and entered into this 17 day of August, 1984.

Signed, sealed and delivered in the presence of: SKFE PARTNERS, a Florida general partnership, by and through its general partners
SHIMBERG, KENNEDY & FROST, INC., a Florida corporation

Donna K Jenkins
Jennie Fantele
By: *David A. Kennedy*
President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of August, 1984, by D.A. KENNEDY, President of SHIMBERG, KENNEDY & FROST, INC., a Florida corporation, on behalf of the corporation.

JAMES F. TAYLOR, JR.
CLERK CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH CO.
TAMPA, FL 33601

Jennie Fantele
Notary Public - State of Florida
My Commission Expires: NOTARY PUBLIC, State of Florida
My Commission Expires Feb. 22, 1986

Richard L. Berware
By: *Richard L. Berware*
Richard L. Berware, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 17 day of August, 1984, by Richard L. Berware, President of ENDECO PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

This instrument was prepared by:
PETER T. HOFSTRA
Deloach & Hofstra, P.A.
335 Seminole Boulevard
P. O. Box 3392
Seminole, FL 33542

Peter T. Hofstra
NOTARY PUBLIC, State of Florida
My Commission Expires:
Notary Public, State of Florida
My Commission Expires Sept. 28, 1986
Bonded Thru True-Fair Insurance, Inc.

RETURN TO:

INT TAX	SURTAX	DOC STP	REC FEE	ACC NUM	TOY DUE	REC DUE
			21.00		21.00	

LAW OFFICES OF
DeLOACH & HOFSTRA, P.A.
8486 SEMINOLE BLVD.
P.O. BOX 3392
SEMINOLE, FL 33542
PHONE: (813) 397-5571

OFF. REC. 4397 & 1183

I, WALTER D. AMADEN, a land surveyor authorized to practice in the State of Florida, do hereby certify with respect to ASHFORD GREEN CONDOMINIUM, as recorded in Condominium Plat Book 7, Pages 3, et seq., Public Records of Hillsborough County, Florida, that the construction of Buildings C and J is substantially complete so that the materials attached hereto and set forth in the foregoing graphic description of improvements, together with the provisions of the Declaration of Condominium describing the Condominium Property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the Common Elements and of each unit can be determined from these materials.

Dated: 8/17/84

PIERCEFIELD-AMADEN & ASSOCIATES, INC.

By: Walter D. Amaden
Walter D. Amaden, Florida Registered
Surveyor No. 3301

ASHFORD GREEN CONDOMINIUM

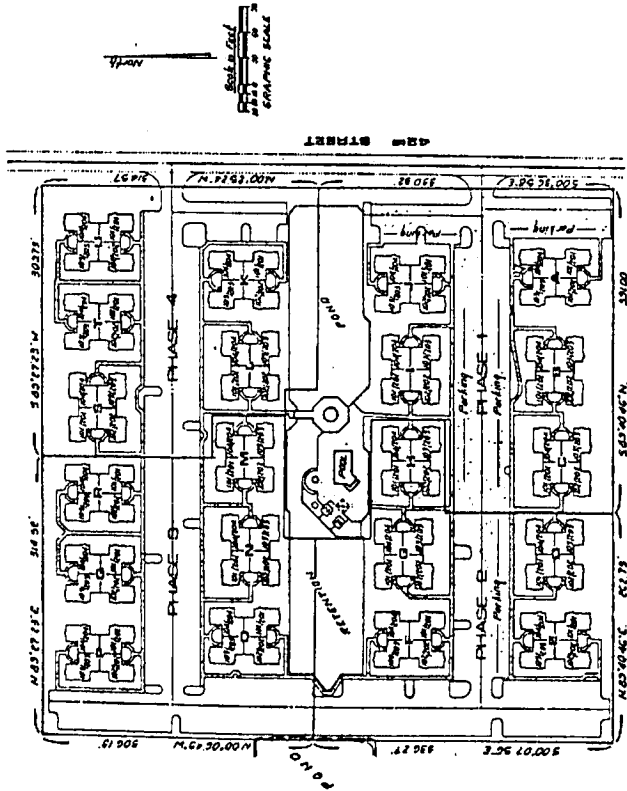
IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 13 EAST, HILLSBOROUGH COUNTY, FLORIDA

SURVEYOR'S CERTIFICATION:
The undersigned, being a surveyor authorized to practice in the State of Florida, pursuant to Section 718.04(1)(a), Florida Statutes, hereby certifies that the construction of the improvements shown on this plan is substantially complete so that the prohibition of the Declaration of Condominium, together with the provisions of the Florida Condominium Act, shall not apply to the improvements shown on this plan, and so that the identification location and dimensions of the improvements, including, but not limited to, landscaping, utility services, and access to the walks within the buildings, have been substantially completed.

PIERCEFELDMAN & ASSOCIATES, INC.
By: *Keith D. Pierce*
Florida Registered Land Surveyor No. 1101
Date: 8/1/84

OFF. REC. 4397 1184

Prepared by
PIERCEFELDMAN & ASSOC., INC.
Civil Engineers - Land Surveyors
P.O. Box 107
Lutz, Florida 33549
PAGE 2 OF 5



NOTE:

Common Elements and Buildings shown in Phases 3 and 4 are proposed.

EXHIBIT NOTE:

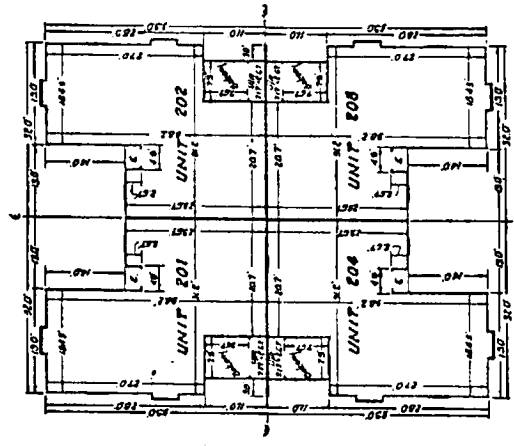
This document is related to Waco Electric Company, which utility will be 15 feet wide, 7.5 feet on each side of the construction of Phase 1 lines as constructed within the Condominium Property described on Sheet One of this plot.

CONDO P.B. PG.

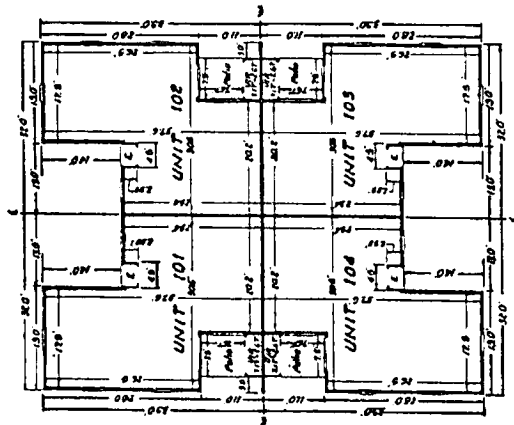
ASHFORD GREEN CONDOMINIUM

IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

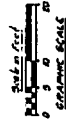
OFF. REC. 4397 1185



SECOND FLOOR

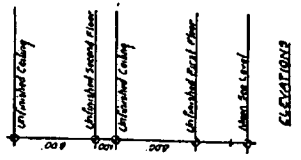


FIRST FLOOR



TYPICAL BUILDING PLANS
BUILDINGS A, E, F, J, K, O, P, Q, R, T, U

BUILDING	FINISH FLOOR ELEVATION
A	101.0
E	101.0
F	101.0
J	101.0
K	101.0
O	101.0
P	101.0
Q	101.0
R	101.0
T	101.0
U	101.0



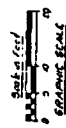
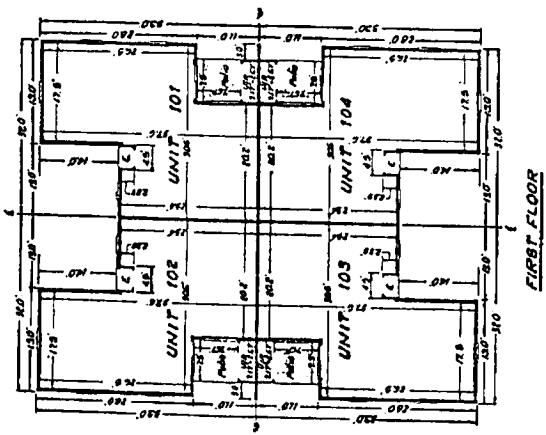
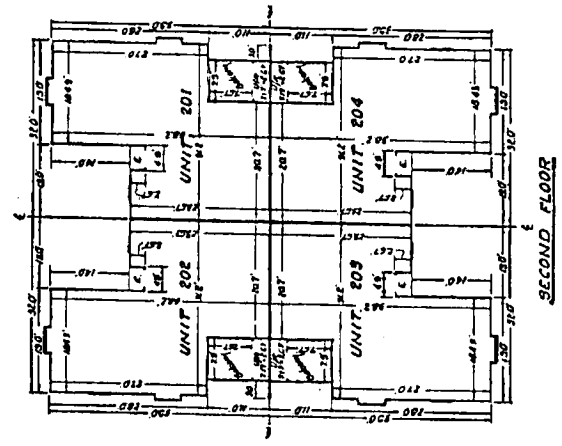
Prepared by
PERRELLI AMADEN ASSOC., INC.
Civil Engineers - Land Surveyors
200 So. St. Pete
St. Petersburg, Florida 33550
PAGE 3 OF 5

CONDO P.B. PG. 04

ASHFORD GREEN CONDOMINIUM

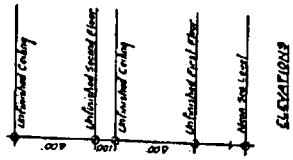
IN SECTION 4, TOWNSHIP 42 SOUTH, RANGE 10 EAST, HILLSBOROUGH COUNTY, FLORIDA

OFF. REC. 4397 & 1186



TYPICAL BUILDING PLANS
BUILDINGS B.C.O.G.H.I., L., M., N., S

BUILDING	FINISH FLOOR ELEVATION
AS	4117
B	4117
C	4117
D	4117
E	4117
F	4117
G	4117
H	4117
I	4117
J	4117
K	4117
L	4117
M	4117
N	4117
S	4117



Prepared by
PIERCE, FENNER & SMITH, INC.
Civil Engineers - Land Surveyors
100 N. Florida 33543
PAGE 4 OF 5

JAMES F. TAYLOR, JR.
CLERK CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH CO.
TAMPA, FL 33601

CODES TIME 12 46P
104 0006 2146L
RECORDED 041800 E
CK 23.01

INTAX
SURTAX
886 81P
REG FEE 33.00
ABB NUM
TELEQUE 33.00
REG FEE

PHASE II AMENDMENT

TO

OFF. REC. 4398 772

DECLARATION OF CONDOMINIUM

OF

ASHFORD GREEN CONDOMINIUM

JAMES F. TAYLOR, JR.
CLERK CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH CO.
TAMPA, FL 33601

Condominium Plat pertaining hereto is recorded in Condominium Plat Book 7, Pages 3 - 7, inclusive, Public Records of Hillsborough County, Florida. (Original Condominium Plat pertaining hereto is recorded in Plat Book 7, Pages 3 - 7, inclusive, Public Records of Hillsborough County, Florida.)

Pursuant to the provisions of Chapter 718 of The Florida Statutes, SKFE PARTNERS, a Florida general partnership, hereinafter referred to as "Developer", on behalf of itself, its successors, grantees, and assigns; does hereby make this Amendment to Declaration of Condominium for the purpose of submitting additional land, and the improvements constructed thereon, to condominium ownership.

WHEREAS, ASHFORD GREEN CONDOMINIUM, hereinafter referred to as "Condominium", was created by that certain Declaration of Condominium recorded in Official Records Book 4384, pages 455, et seq., and in Condominium Plat Book 7, pages 3, et seq., Public Records of Hillsborough County, Florida, (said Declaration of Condominium shall be hereinafter referred to as "Declaration"); and

WHEREAS, Declaration established Condominium as a phase-type condominium; and

WHEREAS, Developer now intends to submit Phase II of Condominium to condominium ownership; and

WHEREAS, Developer has complied with the appropriate amendment procedures.

NOW, THEREFORE, Declaration is amended as follows:

1. Submission of Land to Condominium Ownership. The following land, together with the improvements constructed thereon, is hereby submitted to condominium ownership:

A parcel of land in the West 1/2 of the Southwest 1/4 of Section 4, Township 28 South, Range 19 East, Hillsborough County, Florida; Commence at the Southeast corner of the West 1/2 of said Southwest 1/4 of Section 4; thence along the east boundary of said West 1/2 of the Southwest 1/4 of Section 4, North (assumed), 1351.00 feet; thence S 89° 40' 46" W, 388.83 feet for a Point of Beginning; thence N 00° 19' 14" W, 189.00 feet; thence N 89° 40' 46" E, 107.00 feet; thence N 00° 19' 14" W, 85.00 feet; thence S 89° 40' 46" W, 148.00 feet; thence N 00° 19' 14" W, 60.17 feet; thence N 89° 46' 32" W, 220.63 feet; thence S 00° 07' 56" E, 336.27 feet; thence N 89° 40' 46" E, 262.73 feet to the Point of Beginning.

The above described parcel of land contains 2.19 acres more or less.

Said legal description is the same as that shown on Exhibit "A" to Declaration. (See Official Records Book 4384, pages 477 and 480, Public Records of Hillsborough County, Florida.)

2. Phase. The above-described submitted land together with the improvements constructed thereon shall be known as Phase II of ASHFORD GREEN CONDOMINIUM.

3. Declaration. Phase II of Condominium shall be subject to the provisions of Declaration.

4. Percentage Ownership of Common Elements and Common Surplus. Due to this Amendment, the percentage ownership of common elements and common surplus for all unit owners in Condominium (Phases I and II) shall be the percentage shown on Exhibit "B" to Declaration. (See Official Records Book 4384, page Public Records of Hillsborough County, Florida.)

This instrument was prepared by:

PETER T. HOFSTRA
DeLOACH & HOFSTRA, P.A.
3700 Seminole Boulevard
P. O. Box 3392
Seminole, FL 33542

LAW OFFICES OF
DeLOACH & HOFSTRA, P.A.
8486 SEMINOLE BLVD.
P.O. BOX 3392
SEMINOLE, FL 33542
PHONE: (813) 397-5571

RECORDED
James F. Taylor, Jr.
Clerk of Circuit Court
Hillsborough County, Fla.
By Kathy L. Baisson, D.C.

5. Survey and Certificates. A survey of Phase II of Condominium and a graphic description of the improvements located thereon are attached hereto as Exhibit "A", and made a part hereof, and together with Declaration and this Amendment, sufficient detail is presented to identify the common elements and each unit, and their respective location and approximate dimensions. A certificate of a surveyor authorized to practice in Florida with respect to the completion, description, identification, location and dimensions of the units and common elements of Phase II is attached hereto as a part of Exhibit "A" and made a part hereof.

6. Ratification. The remaining terms, conditions and provisions of Declaration are ratified, confirmed and approved.

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM is hereto made and entered into this 17 day of AUGUST, 1984.

Signed, sealed and delivered in the presence of:

SKFE PARTNERS, a Florida general partnership, by and through its general partners

SHIMBERG, KENNEDY & FROST, INC., a Florida corporation

Donna Jenkins
Jannie Fante

By: D.A. Kennedy President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 14th day of August, 1984, by D.A. KENNEDY, President of SHIMBERG, KENNEDY & FROST, INC., a Florida corporation, on behalf of the corporation.

Jeanette Fante
Notary Public - State of Florida
My Commission Expires: Feb. 22, 1986

ENDECO PROPERTIES, INC., a Florida corporation

Carolyn Peter

By: Richard L. Berware
Richard L. Berware, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 17 day of AUGUST, 1984, by Richard L. Berware, President of ENDECO PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC, State of Florida
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 28, 1986
Bonded thru T-1 Insurance, Inc.

ASHFORD GREEN CONDOMINIUM

IN SECTION 4, TOWNSHIP 38 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

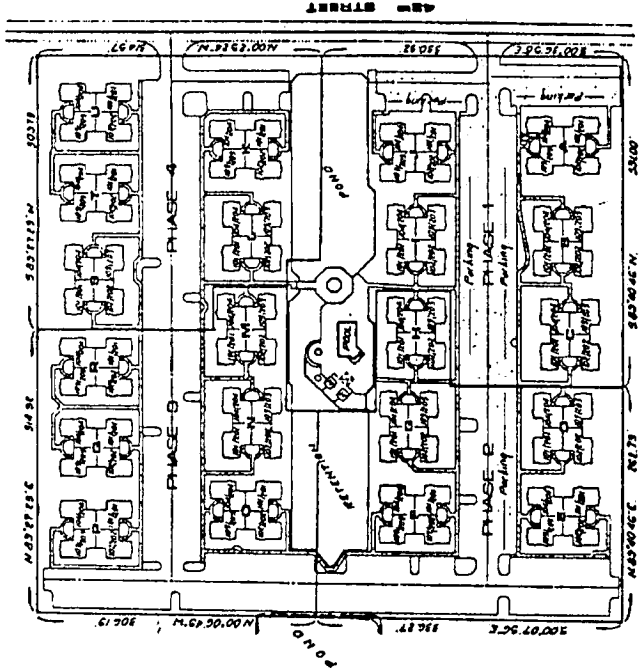
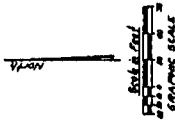
SURVEYOR'S CERTIFICATION:

The undersigned, being a surveyor authorized to practice in the State of Florida, do hereby certify that the foregoing plat of the subdivision of the Ashford Green Condominium, as shown on the accompanying building plat, is a true and correct copy of the original plat as filed in the office of the State Surveyor, Hillsborough County, Florida, and that the same complies with all the provisions of the Statutes of the State of Florida relating to the subdivision of land and the construction of buildings thereon. The undersigned further certifies that all the information furnished herein is true and correct to the best of his knowledge and belief, and that the same has been substantially completed.

PIERCEFIELD-AMADEN ASSOCIATES, INC.

By: [Signature]
 Registered Land Surveyor No. 3300
 Date: 8/24/82

State: FLORIDA



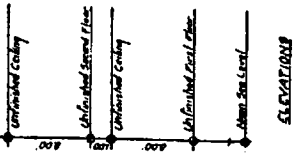
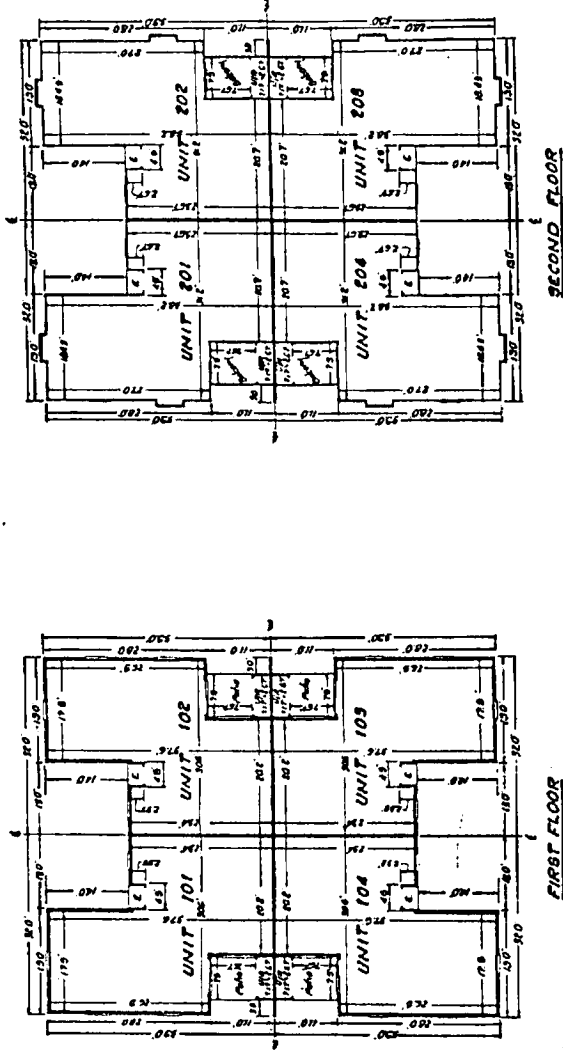
NOTE:
 Common Elements and buildings shown in Phases 3 and 4 are proposed.

GENERAL NOTE:
 An easement is granted to Tampa Electric Company along strips of land shown on each side of the centerlines of power lines as constructed within the Condominium Property described on Sheet One of this plat.

Prepared by
PIERCEFIELD-AMADEN ASSOC., INC.
 Civil Engineers - Land Surveyors
 40 Baylyt
 Gulf, Florida 33543

ASHFORD GREEN CONDOMINIUM

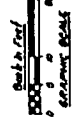
IN SECTION 4, TOWNSHIP 24 SOUTH, RANGE 10 EAST, HILLSBOROUGH COUNTY, FLORIDA



TYPICAL BUILDING PLANS
BUILDINGS A, E, F, J, K, O, P, Q, R, T, U

BUILDING	U.F.E.
A	417B
E	
F	
J	416B
K	
O	
P	
Q	
R	
T	
U	

U.F.E. - Unfinished First Floor Elevation

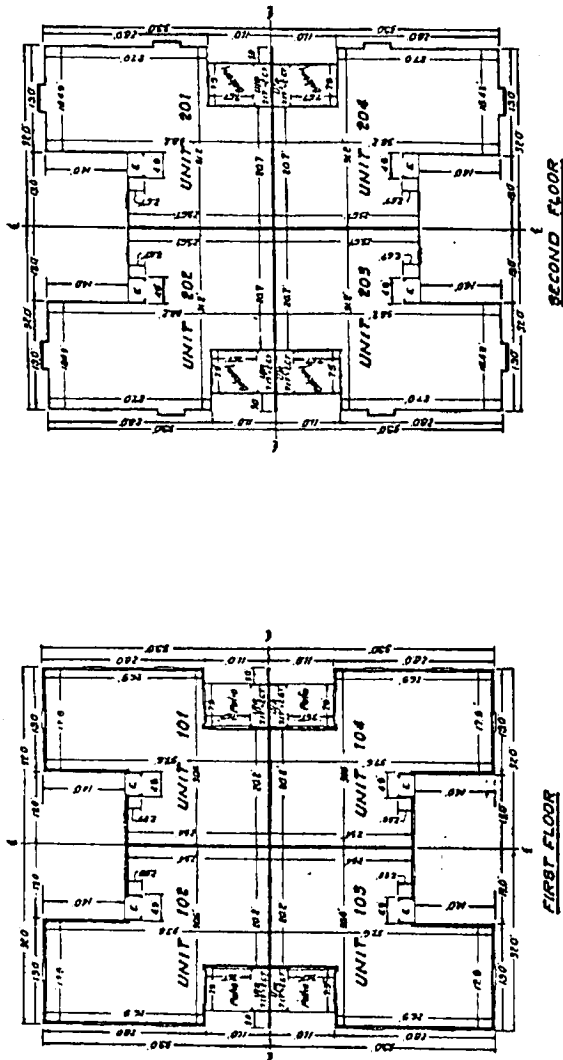


prepared by
PERCECIELLO AMADOR ASSOC. INC.
 Civil Engineers - Land Surveyors
 410 South 1st St.
 Gulf, Florida 33543
 PAGE 3 OF 9

CONDO P.A. P. 5

ASHFORD GREEN CONDOMINIUM

IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

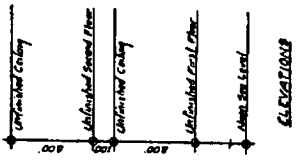


TYPICAL BUILDING PLANS
BUILDINGS B,C,D,G,H,I,L,M,N,S

Prepared by:
PIERCE, FENNER & SMITH, P.A.
Professional Engineers - Land Surveyors
U.F. No. 1006 83543
PAGE 4 OF 5

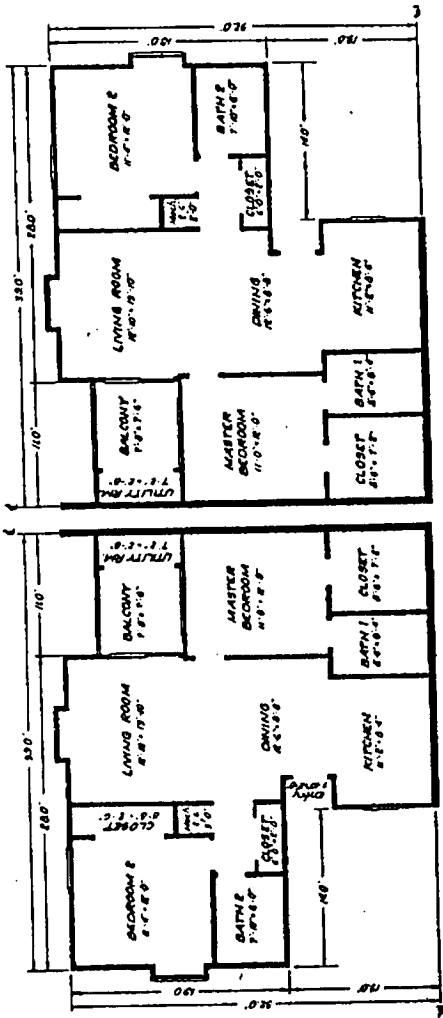
BUILDING NO.	U.F.E.
B	4478
C	4479
D	4480
G	4481
H	4482
I	4483
L	4484
M	4485
N	4486
S	4487

U.F.E. - Unfinished First Floor Elevation

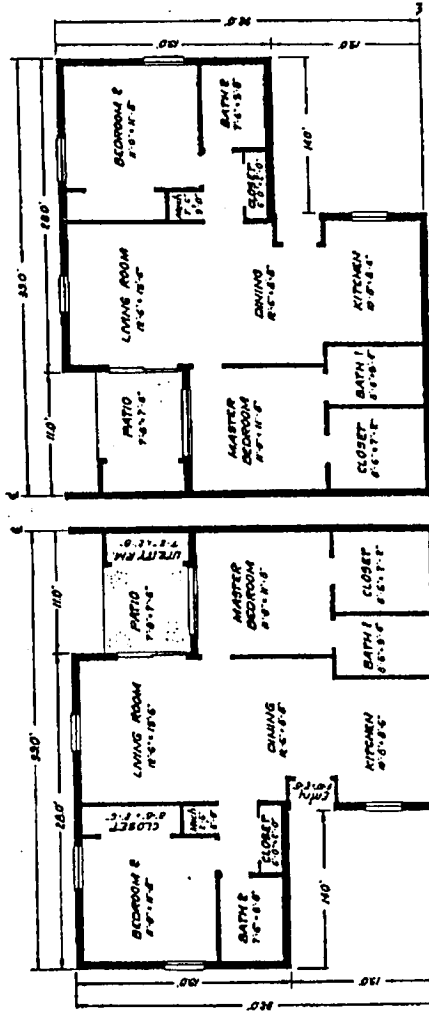


ASHFORD GREEN CONDOMINIUM

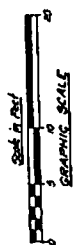
IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 10 EAST, HILLSBOROUGH COUNTY, FLORIDA



SECOND FLOOR



FIRST FLOOR



TYPICAL FLOOR PLANS

Prepared by
PRESTONFIELD ANDERSON ASSOCIATES, INC.
 Civil Engineers - Land Surveyors
 1101 East Bay Street
 Clearwater, Florida 34615
 PAGE 5 OF 5

INVOICE

Nº 7126

PIERCEFIELD, AMADEN, & ASSOCIATES, INC.

CONSULTING AND DESIGN ENGINEERS - LAND SURVEYORS

P.O. BOX 187

101 1ST AVE., S.W.

LUTZ, FLORIDA 33549-0187

TELEPHONE (813) 949-7455

OFF. REC. 4398 PG 779

SKFE Partners
• 1000 Ashley Street
Suite 400
Tampa, Florida 33602

August 21, 1984
Proj. #0187-001

Re: Ashford Green Condos

Final Surveyor's Certifications for
Buildings E. F. G. H \$ 400.00

TOTAL AMOUNT DUE THIS INVOICE: \$ 400.00

Thank You

PC/er

OFF. REC. 4408 1202

SCRIVENER'S ERROR AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF PINELLAS)

CODES TIME 01 36F
12473128 104 0:06 06588
RECORDED 044.01 5
CK 5.00

BEFORE ME, the undersigned authority, personally appeared PETER T. HOFSTRA, who, being first duly sworn, says as follows:

1. That he is the individual who prepared the Declaration of Condominium of ASHFORD GREEN CONDOMINIUM, which Declaration of Condominium was recorded on July 30, 1984, in Official Records Book 4384, Pages 455, et seq., Public Records of Hillsborough County, Florida.

2. That he is the individual who prepared a certain Partial Release of Mortgage, which Partial Release of Mortgage was recorded on August 21, 1984, in Official Records Book 4398, Pages 770, et seq., Public Records of Hillsborough County, Florida.

3. That he is the individual who prepared the Phase II Amendment to Declaration of Condominium of ASHFORD GREEN CONDOMINIUM, which Phase II Amendment was recorded on August 21, 1984, in Official Records Book 4398, Pages 772, et seq., Public Records of Hillsborough County, Florida.

4. That the legal description appearing on Page 477 in Official Records Book 4384, Page 771 in Official Records Book 4398, and on Page 772 in Official Records Book 4398, all of the Public Records of Hillsborough County, Florida, contains a scrivener's error. Said legal description currently reads as follows on all of the above-cited pages:

"A parcel of land in the West 1/2 of the Southwest 1/4 of Section 4, Township 28 South, Range 19 East, Hillsborough County, Florida; Commence at the Southeast corner of the West 1/2 of said Southwest 1/4 of Section 4; thence along the east boundary of said West 1/2 of the Southwest 1/4 of Section 4, North (assumed), 1351.00 feet; thence S 89° 40' 46" W, 388.83 feet for a Point of Beginning; thence N 00° 19' 14" W, 189.00 feet; thence N 89° 40' 46" E, 107.00 feet; thence N 00° 19' 14" W, 85.00 feet; thence S 89° 40' 46" W, 148.00 feet; thence N 00° 19' 14" W, 60.17 feet; thence N 89° 46' 32" W, 220.63 feet; thence S 00° 07' 56" E, 336.27 feet; thence N 89° 40' 46" E, 262.73 feet to the Point of Beginning."

and said legal description should have read and is hereby amended to read as follows on all of the above-cited pages:

"A parcel of land in the West 1/2 of the Southwest 1/4 of Section 4, Township 28 South, Range 19 East, Hillsborough County, Florida; Commence at the Southeast corner of the West 1/2 of said Southwest 1/4 of Section 4; thence along the east boundary of said West 1/2 of the Southwest 1/4 of Section 4, North (assumed), 1351.00 feet; thence S 89° 40' 46" W, 391.00 feet for a Point of Beginning; thence N 00° 19' 14" W, 189.00 feet; thence N 89° 40' 46" E, 107.00 feet; thence N 00° 19' 14" W, 85.00 feet; thence S 89° 40' 46" W, 148.00 feet; thence N 00° 19' 14" W, 60.17 feet; thence N 89° 46' 32" W, 220.63 feet; thence S 00° 07' 56" E, 336.27 feet; thence N 89° 40' 46" E, 262.73 feet to the Point of Beginning."

RECORD VERIFIED
D. Bruce Taylor, Jr.
Clerk of Circuit Court
Hillsborough County, Fla.
By Kimberly D. Bokes, D.C.

INT TAX
SURTAX
DOC STP
REC FEE 5.00
ACC NUM
TOT DUE 5.00
REG CLK

Further Affiant sayeth not.

[Signature]
Peter T. Hofstra

SWORN TO AND SUBSCRIBED before me this 23rd day of August, 1984.

This instrument was prepared by:

PETER T. HOFSTRA

c. DeLoach & Hofstra, P.A.
3486 Seminole Boulevard
P. O. Box 3392
Seminole, FL 33542

JAMES F. TAYLOR, JR.
CLERK CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH CO.
TAMPA, FL 33601

[Signature]
NOTARY PUBLIC, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 28 1984
SCHELD THRU GENERAL INS. UNDERWRITERS

RETURN TO:

AFFIDAVIT OF DEVELOPER

OFF. REC. 4434 204

12483639 CODES TIME 03 34P
104 0006 1960
RECORDED 052110 E
CK 21.00

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

BEFORE ME, the undersigned authority, personally appeared RICHARD L. BENWARE, President of ENDECO PROPERTIES, INC., a Florida corporation, said corporation being a general partner of SKFE PARTNERS, a Florida general partnership, who, being first duly sworn, states as follows:

1. That SKFE PARTNERS, a Florida general partnership, is the Developer of that certain condominium known as ASHFORD GREEN CONDOMINIUM.
2. That ASHFORD GREEN CONDOMINIUM was created by that certain Declaration of Condominium recorded in O.R. Book 4384, Pages 455, et seq., and in Condominium Plat Book 7, Pages 3, et seq., Public Records of Hillsborough County, Florida.
3. That Declaration has been amended as follows:
 - (a) Amendment to Declaration of Condominium of Ashford Green Condominium as recorded in O.R. Book 4397, Pages 1182, et seq., and in Condominium Plat Book 7, Pages 13, et seq., Public Records of Hillsborough County, Florida; and
 - (b) Phase II Amendment to Declaration of Condominium of Ashford Green Condominium as recorded in O.R. Book 4398, Pages 772, et seq., and in Condominium Plat Book 7, Pages 14, et seq., Public Records of Hillsborough County, Florida.
4. That as of this date, the following applies:
 - (a) Phases I and II of Ashford Green Condominium have been dedicated to condominium ownership.
 - (b) Buildings A, B, C, and J of Phase I have been certified as being substantially completed.
 - (c) Building D in Phase II has been certified as being substantially completed.
 - (d) Immediately following this Affidavit an Amendment to the Declaration of Condominium for Ashford Green Condominium shall be recorded, which Amendment shall certify Building I in Phase I, and Building E in Phase II of Ashford Green Condominium as being substantially completed.
 - (e) That during the course of construction of Buildings B, C, and I in

RECORD VERIFIED
James F. Taylor, Jr.
Clerk of Circuit Court
Hillsborough County, Fla.
By Nancy L. Johnson, D.C.

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
PETER T. HOFSTRA
8486 SEMINGLE BLVD.
SEMINGLE, FLA. 33542

INT. TAX
SURTAX
DOC 878
REG. FEE 2/00
ACC NUM
TOT DUE 2/06
REG. CLK

JAMES F. TAYLOR, JR.
CLERK CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH CO.
TAMPA, FL 33604

Phase I and Building D in Phase II of Ashford Green Condominium the actual field designation of Units was made as follows:

1. The Northwestern ground-floor Unit was designated as 103;
2. The Northwestern second-floor Unit was designated as 203;
3. The Southeastern ground-floor Unit was designated as 101;
4. The Southeastern second-floor Unit was designated as 201;

(f) That all Sales Contracts, Warranty Deeds, Mortgages, and any and all other closing documents relative to Units within Buildings B, C, and I in Phase I and Building D in Phase II of Ashford Green Condominium have been prepared and, if applicable, recorded, reflecting the actual field designation of said Units.

(g) That the Unit designations for Buildings B, C, and I in Phase I, and and Building D of Phase II of Ashford Green Condominium as set forth on the above-described Condominium Plats do not correspond with the actual field designations of said Units.

5. That attached hereto as Exhibit "A" is a revised Condominium Plat for Ashford Green Condominium which reflects the actual Unit designations for Units in Buildings B, C, and I in Phase I and Building D in Phase II of Ashford Green Condominium.

6. That the revised Condominium Plat attached hereto as Exhibit "A" also reflects new Unit designations for Units located within Buildings G and H in Phase II, Buildings N and M in Proposed Phase III, and Buildings L and S in Proposed Phase IV of Ashford Green Condominium.

FURTHER AFFIANT SAYETH NOT.

SKFE PARTNERS, a Florida general partnership,
by and through a Partner,
ENDECO PROPERTIES, INC., a Florida corporation,

By: Richard L. Behware
Richard L. Behware, President

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 19 DAY OF OCTOBER, 1984.

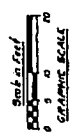
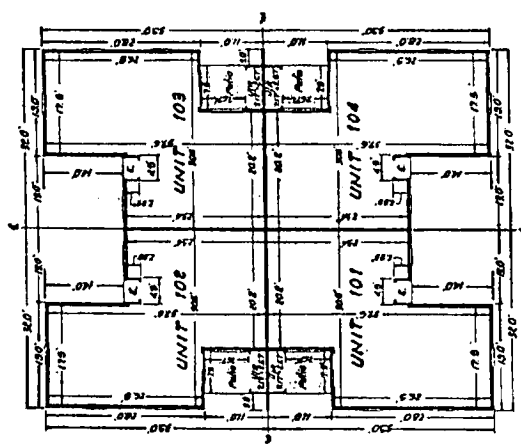
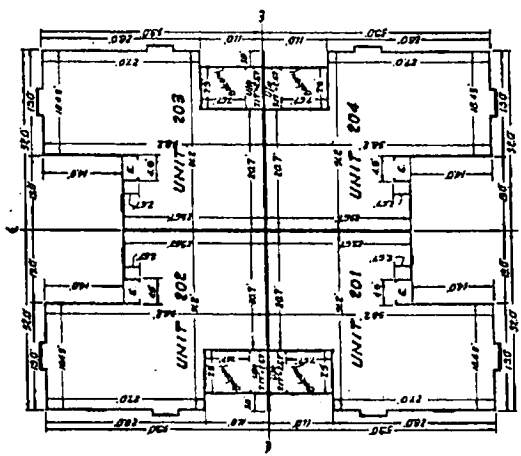
[Signature]
Notary Public - State of Florida
My commission expires:

Notary Public, State of Florida
My Commission Expires Sept. 28, 1986
Bonded thru Toy, Fair, Insurance, Inc.

CONDO P.B. P.C.

ASHFORD GREEN CONDOMINIUM

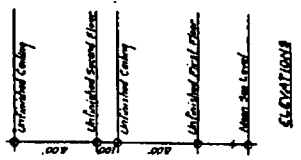
IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 10 EAST, HILLSBOROUGH COUNTY, FLORIDA



TYPICAL BUILDING PLANS
BUILDINGS B.C.D.G.H.I.L.M.N.S

NOTE:
Unit numbering revised 10-10-04

BUILDING NO.	FINISH FLOOR ELEVATION
B	417
C	422
D	
G	
H	425
L	
M	
N	
S	



Prepared by:
PERRECELD-AMADEN ASSOC., INC.
Civil Engineers - Land Surveyors
P.O. Box 33333
Tampa, Florida 33633
PAGE 4 OF 9

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
ASHFORD GREEN CONDOMINIUM

CODES 12483390
RECORDED
CK

Original Condominium Plats pertaining hereto are recorded in Condominium Plat Book 7, Pages 3-7, inclusive, and in Condominium Plat Book 7, Pages 14, et seq., all of the Public Records of Hillsborough County, Florida. Condominium Plat pertaining hereto is recorded in Condominium Plat Book 7, Pages 30, et seq., Public Records of Hillsborough County, Florida.

SKFE PARTNERS, a Florida general partnership, on behalf of itself, its successors, grantees, and assigns, does hereby make this Amendment to Declaration of Condominium of ASHFORD GREEN CONDOMINIUM for the purpose of filing of record the attached certificate of a surveyor authorized to practice in the State of Florida which provides that construction of Building I in Phase I and Building E in Phase II is substantially completed so that the materials attached thereto and set forth in the previously recorded surveys and graphic descriptions of improvements, together with the Declaration of Condominium, as amended, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the Common Elements and of each Unit can be determined therefrom.

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM is hereby made and entered into this 18th day of OCTOBER, 1984.

Signed, sealed and delivered in the presence of:

SKFE PARTNERS, a Florida general partnership, by and through its general partners SHIMBERG, KENNEDY & FROST, INC., a Florida Corporation

[Signature]
Jannie Fentle

By: [Signature]
President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

RECORD VERIFIED
James F. Taylor, Jr.
Clerk of Circuit Court
Hillsborough County, Fla.
By Nancy L. Johnson, D.C.

The foregoing instrument was acknowledged before me this 15th day of October, 1984, by DAVIDA KENNEDY, of SHIMBERG, KENNEDY & FROST, INC., a Florida corporation, on behalf of the corporation.

[Signature]
Roseanna Smith

[Signature]
Notary Public - State of Florida
My Commission Expires: NOTARY PUBLIC, State of Florida
My Commission Expires Feb. 22, 1986
ENDECO PROPERTIES, INC., a Florida corporation
By: [Signature]
Richard L. Benware, President

STATE OF FLORIDA
COUNTY OF PINELLAS

JAMES F. TAYLOR, JR.
CLERK CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH CO.
TAMPA, FL 33601

The foregoing instrument was acknowledged before me this 18th day of OCTOBER, 1984, by Richard L. Benware, President of ENDECO PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

[Signature]

[Signature]
NOTARY PUBLIC, State of Florida
My Commission Expires:

THIS INSTRUMENT PREPARED BY AND RETURN TO:
PETER T. HOFSTRA
8486 SEMINOLE BLVD.
SEMINOLE, FLA. 33542

LAW OFFICES OF
DeLOACH & HOFSTRA, P.A.
8486 SEMINOLE BLVD.
P.O. BOX 3392
SEMINOLE, FL 33542
PHONE: (813) 397-5571

Notary Public, State of Florida
My Commission Expires Sept. 28, 1986
Bonded Through: Fidelity Insurance, Inc.

NT TAX
UR TAX
OC 817
SC 1180
C NUM
T DUE 1/80
CLK

I, WALTER D. AMADEN, a land surveyor authorized to practice in the State of Florida, does hereby certify with respect to ASHFORD GREEN CONDOMINIUM, as recorded in Condominium Plat Book 7, Pages 3, et seq., and in Condominium Plat Book 7, Pages 14, et seq., all of the Public Records of Hillsborough County, Florida, that the construction of Building I in Phase I and Building E in Phase II is substantially complete so that the materials attached hereto and set forth in the foregoing graphic descriptions of improvements, together with the provisions of the Declaration of Condominium as amended describing the Condominium Property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the Common Elements and of each Unit can be determined from these materials.

Dated: 10/19/84

PIERCEFIELD-AMADEN & ASSOCIATES, INC.

By: Walter D. Amaden
Walter D. Amaden, Florida Registered
Surveyor No. 3301

CONDO # B PC

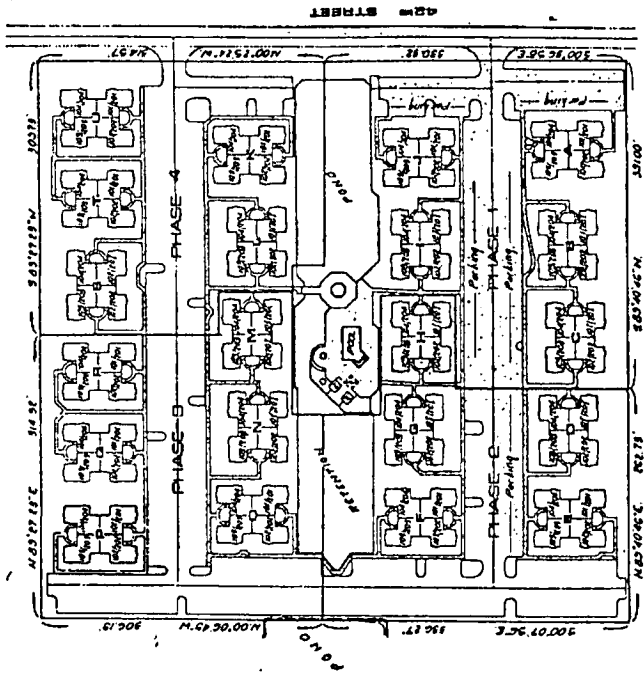
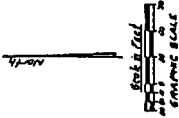
ASHFORD GREEN CONDOMINIUM

IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 10 EAST, HILLSBOROUGH COUNTY, FLORIDA

SURVEYOR'S CERTIFICATION:

The undersigned, being a duly sworn, qualified, and practicing land surveyor in the State of Florida, pursuant to Section 119.10(1)(b), Florida Statutes, hereby certifies that the location of the improvements comprising Building 10007 and Building 10008 in Phase 4 of the Ashford Green Condominium, together with the location of the Declaration of Condominium, together with the location and dimensions of the improvements and of each unit within said buildings as determined from the survey and plat including but not limited to, landscaping, utility, service, and access to the units within buildings 2 and 3, and common elements, facilities serving said buildings, have been substantially completed.

PERCEFIELD-AMADEN ASSOCIATES, INC.
 By: *Debbie S. Orsini*
 Florida Registered Land Surveyor No. 380
 DATE: 10/19/84



PLOT PLAN OF CONDOMINIUM PROPERTY

NOTE: Unit numbering revised on Buildings A.C.D.C.K.L.L.M. and S. 10-05-84

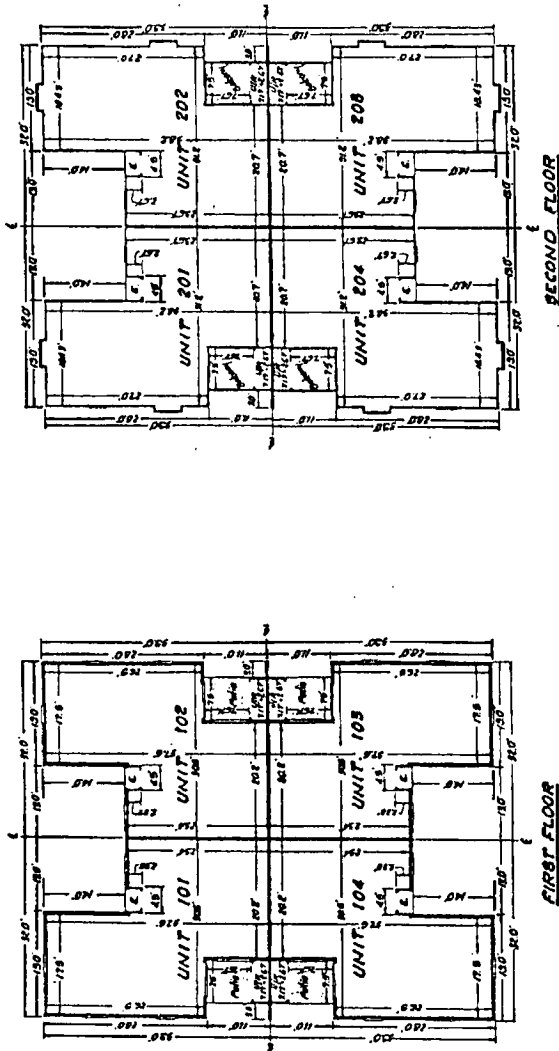
SALESMAN'S NOTICE:

This instrument is recorded to Public Electric Company along utility lines 15 feet wide, 7.5 feet on each side of the centerline of power lines as constructed within the Condominium property described on sheet one of this plat.

Prepared by
 PERCEFIELD-AMADEN ASSOC., INC.
 Surveyors - Land Surveyors
 P.O. Box 107
 Lutz, Florida 33549
 PAGE 2 OF 5

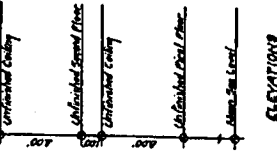
ASHFORD GREEN CONDOMINIUM

IN SECTION 4, TOWNSHIP 38 SOUTH, RANGE 10 EAST, HILLSBOROUGH COUNTY, FLORIDA



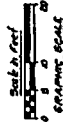
FIRST FLOOR

SECOND FLOOR



BUILDING NO.	FINISH FLOOR ELEVATION
A	4.10
B	4.12
C	4.14
D	4.16
E	4.18
F	4.20
G	4.22
H	4.24
I	4.26
J	4.28
K	4.30
L	4.32
M	4.34
N	4.36
O	4.38
P	4.40
Q	4.42
R	4.44
S	4.46
T	4.48
U	4.50

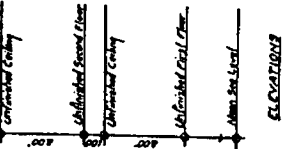
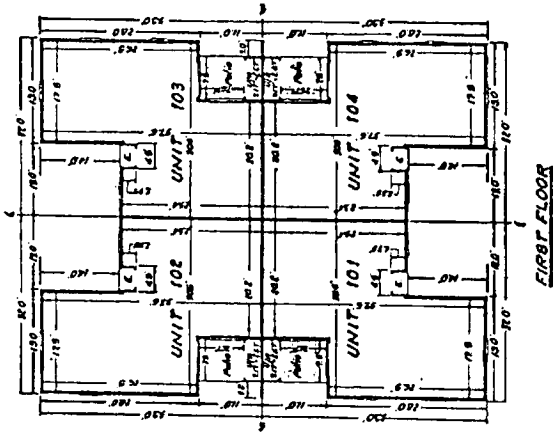
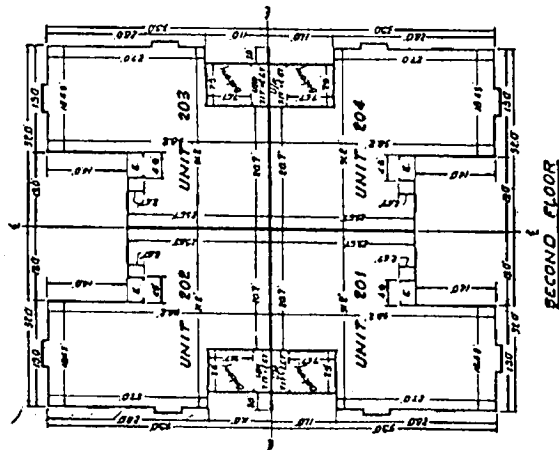
TYPICAL BUILDING PLANS BUILDINGS A.E.F.J.K.O.P.Q.R.T.U



Prepared by
PIERCEFIELD-AMADEN ASSOC., INC.
 Civil Engineers & Land Surveyors
 2000 1st St.
 Lake Park, Florida 33483
 PAGE 3 OF 9

ASHFORD GREEN CONDOMINIUM

IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 10 EAST, HILLSBOROUGH COUNTY, FLORIDA

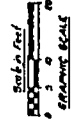


BUILDING NO.	FINISH FLOOR ELEVATION
B	4411
C	4412
D	4413
E	4414
F	4415
G	4416
H	4417
I	4418
J	4419
K	4420
L	4421
M	4422
N	4423
O	4424
P	4425

TYPICAL BUILDING PLANS

BUILDINGS B,C,D,G,H,I,L,M,N,S

NOTE: Unit numbering revised 10-18-04



Prepared by
PERCELD AMADEN ASSOC., INC.
 Civil Engineers - Land Surveyors
 2000 N. Dale Mabry Hwy., Suite 210
 Tampa, Florida 33603
 PAGE 4 OF 5

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM

OF
ASHFORD GREEN CONDOMINIUM

AND
AMENDMENT TO BY-LAWS

OF
ASHFORD GREEN CONDOMINIUM ASSOCIATION, INC.

RECORD VERIFIED
James F. Taylor, Jr.
Clerk of Circuit Court
Hillsborough County, Fla.
By Sandra L. Neely, D.C.

12493063 COOPS TIME 08:15
10:00 AM
RECORDED 08/26/84

THIS IS TO CERTIFY THAT:

1. Exhibit "A" attached hereto is a Resolution Amending Declaration of Condominium of ASHFORD GREEN CONDOMINIUM.
2. Exhibit "B" attached hereto is a Resolution Amending By-Laws of ASHFORD GREEN CONDOMINIUM ASSOCIATION, INC.
3. The Declaration of Condominium of ASHFORD GREEN CONDOMINIUM is recorded in Official Records Book 4384, Page 455, et seq., and in Condominium Plat Book 7, Page 3, et seq., Public Records of Hillsborough County, Florida, and is amended as follows:
 - A. Amendment to Declaration of Condominium, recorded in Official Records Book 4397, Page 1182, et seq., and in Condominium Plat Book 7, Page 13, et seq., Public Records of Hillsborough County, Florida; and
 - B. Phase II Amendment to Declaration of Condominium, recorded in Official Records Book 4398, Page 772, et seq., and in Condominium Plat Book 7, Page 14, et seq., Public Records of Hillsborough County, Florida; and
 - C. Scrivener's Error Affidavit, recorded in Official Records Book 4408, Page 1202, et seq., Public Records of Hillsborough County, Florida; and
 - D. Affidavit of Developer, recorded in Official Records Book 4434, Page 204, et seq., Public Records of Hillsborough County, Florida; and
 - E. Amendment to Declaration of Condominium, recorded in Official Records Book 4434, Page 209, et seq., and in Condominium Plat Book 7, Page 30, Public Records of Hillsborough County, Florida.
4. The resolution attached hereto as Exhibit "A" was duly adopted at a meeting of the membership of ASHFORD GREEN CONDOMINIUM ASSOCIATION, INC., held on November 13, 1984.
5. The resolution attached hereto as Exhibit "B" was duly adopted at a meeting of the membership of ASHFORD GREEN CONDOMINIUM ASSOCIATION, INC., held on November 13, 1984.

Executed at Hillsborough County, Florida, on this 28th day of November, 1984.

ASHFORD GREEN CONDOMINIUM ASSOCIATION, INC.

This instrument was prepared by:

PETER T. HOFSTRA

P. T. Lough & Hofstra, P.A.
4000 Seminole Boulevard
P. O. Box 3392
Seminole, FL 33542

By: *David A. Kennedy*
David A. Kennedy, President

Attest: *Richard L. Benware*
Richard L. Benware,
Secretary/Treasurer

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by David A. Kennedy and Richard L. Benware, as President and Secretary/Treasurer, respectively, of ASHFORD GREEN CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on this 28th day of November, 1984, on behalf of said corporation.

Charles Jean Foster
Notary Public - State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 08/31/85
BANKED TUESDAY

INT TAX	
SURTAX	
DOC STP	
REC FEE	2/00
ACC NUM	
TOT DUE	2/00
REG CLK	
	4-479

RESOLUTION AMENDING DECLARATION OF CONDOMINIUM
OF
ASHFORD GREEN CONDOMINIUM

1. RESOLVED THAT, Paragraph 12.6(b)(2) of the Declaration of Condominium, which currently reads as follows:

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than Ten Thousand and No/100 Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors.

is hereby amended to read as follows:

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than Ten Thousand and No/100 Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors, and upon approval of an architect authorized to practice in the State of Florida and employed by the Association to supervise the reconstruction and repair.

2. RESOLVED THAT, Paragraph 13.7 of the Declaration of Condominium, which currently reads as follows:

13.7 Pets.

(a) No pets over thirty-five (35) pounds shall be allowed on the Condominium Property.

(b) Pets shall be allowed on the common elements of the Condominium Property only when they are leashed, and then only upon those common elements designated for pet use by the Board of Directors of the Association.

(c) No pet which is a nuisance to other unit owners shall remain upon the Condominium Property.

is hereby amended to read as follows:

13.7 Pets.

(a) Unit Owners shall not be allowed to keep more than one (1) pet on the Condominium Property.

(b) No tenants or Lessees of Unit Owners shall be allowed to keep pets on the Condominium Property.

~~(a)~~ (c) No pets over thirty-five (35) twenty (20) pounds shall be allowed to be kept on the Condominium Property.

~~(b)~~ (d) Pets shall be allowed on the common elements of the Condominium Property only when they are leashed, and then only upon those common elements designated for pet use by the Board of Directors of the Association.

~~(c)~~ (e) No pet which is a nuisance to other unit owners shall remain upon the Condominium Property.

3. RESOLVED THAT, the following be added to the Declaration of Condominium as Paragraph 17.4:

17.4 Fines. In addition to the foregoing, the Association may levy a reasonable fine against a Unit and/or Unit Owner for the failure of the Unit Owner of the Unit, the Unit's occupant, or the Unit Owner's lessee, licensee, or invitee to comply with this Declaration, including its exhibits and amendments, or the rules and regulations promulgated by the Association from time to time. No such fine levied by the Association shall exceed the maximum amount provided by the applicable Florida Statutes. No such fine shall be levied by the Association until the Unit Owner, the Unit's occupant, and the Unit Owner's lessee, licensee, or invitee has been given notice of the alleged violation and an opportunity for a hearing before the Board of Directors. Each day of violation shall be deemed a separate violation subject to separate fine.

4. RESOLVED THAT, the remaining conditions, provisions, and terms of the Declaration of Condominium of ASHFORD GREEN CONDOMINIUM are hereby approved, confirmed and ratified.

Richard L. Bennett
Secretary

David H. [Signature]
President

RESOLUTION AMENDING BY-LAWS
OF
ASHFORD GREEN CONDOMINIUM ASSOCIATION, INC.

1. RESOLVED THAT, Paragraph 2.3 of the By-Laws, which currently reads as follows:

2.3 Notice. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Secretary/Treasurer, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) nor more than forty-five (45) days prior to the date of the meeting. The post office certificate of mailing shall be retained as proof of such mailing. Notice of meetings may be waived before or after meetings. Notice of meetings shall also be posted in a conspicuous place on the Condominium Property at least fourteen (14) days in advance of a meeting.

is hereby amended to read as follows:

2.3 Notice. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Secretary/Treasurer, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) nor more than forty-five (45) days prior to the date of the meeting. ~~The post office certificate of mailing shall be retained as proof of such mailing.~~ Proof of the giving of such notice shall be as provided in the Condominium Act. Notice of meetings may be waived before or after meetings. Notice of meetings shall also be posted in a conspicuous place on the Condominium Property at least fourteen (14) days in advance of a meeting.

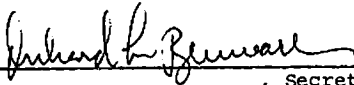
2. RESOLVED THAT, Paragraph 3.2(e) of the By-Laws, which currently reads as follows:

(e) Any director may be removed, with or without cause, by concurrence of a majority of the votes of the entire membership of the Association at a special meeting of the members called for that purpose. Said meeting may be called by ten (10%) percent of the Unit Owners. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting. Any director may be removed, with or without cause, by a written agreement executed by a majority of all of the Unit Owners. The vacancy in the Board of Directors so created shall be filled by the members of the Association at a special members' meeting. Said meeting shall be held within thirty (30) days from the date that the Board of Directors receives the Unit Owners agreement.


is hereby amended to read as follows:

(e) Any director may be removed, with or without cause, in accordance with the provisions of the Condominium Act. ~~by concurrence of a majority of the votes of the entire membership of the Association at a special meeting of the members called for that purpose. Said meeting may be called by ten (10%) percent of the Unit Owners. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting. Any director may be removed, with or without cause, by a written agreement executed by a majority of all of the Unit Owners. The vacancy in the Board of Directors so created shall be filled by the members of the Association at a special members' meeting. Said meeting shall be held within thirty (30) days from the date that the Board of Directors receives the Unit Owners agreement.~~

3. RESOLVED THAT, the remaining conditions, provisions, and terms of the By-Laws of ASHFORD GREEN CONDOMINIUM ASSOCIATION, INC. are hereby approved, confirmed and ratified.



Secretary



President

THIS DOCUMENT IS BEING RERECORDED TO REFLECT THE CORRECT CONDOMINIUM PLAT AND PAGE NUMBER.

OFF. REC. 4481-1028

OFF. REC. 4490 043

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

ASHFORD GREEN CONDOMINIUM

CODES TIME 03 02P
11498619 203 006 09JAN
RECORDED 001363 A
CK 11.00

through

Condominium Plat pertaining hereto is recorded in Condominium Plat Book 7, Pages 14 through 16, inclusive, Public Records of Hillsborough County, Florida. (Original Condominium Plat pertaining hereto is recorded in Plat Book 7, Pages 3 through 7, inclusive, Public Records of Hillsborough County, Florida.)

Amendment Book 7 Page 5A

SKFE PARTNERS, a Florida general partnership, on behalf of itself, its successors, grantees, and assigns, does hereby make this Amendment to Declaration of Condominium of ASHFORD GREEN CONDOMINIUM for the purpose of filing of record the attached certificate of a surveyor authorized to practice in the State of Florida which provides that construction of Buildings F, G and H in Phase II are substantially completed so that the materials attached thereto and set forth in the previously recorded surveys and graphic descriptions of improvements, together with the Declaration of Condominium, as amended, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the Common Elements and of each Unit can be determined therefrom.

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM is hereby made and entered into this 3rd day of January, 1985.

Signed, sealed and delivered in the presence of:

SKFE PARTNERS, a Florida general partnership, by and through its general partners

SHIMBERG, KENNEDY & FROST, INC., a Florida corporation

Donna Tomkins
Jennie Fawcett

By: David A. Kennedy
President

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

RECORD VERIFIED

James F. Taylor, Jr.
Clerk of Circuit Court
Hillsborough County, Fla.
By Kathy L. Hartsch, D.C.

RECORD VERIFIED

James F. Taylor, Jr.
Clerk of Circuit Court
Hillsborough County, Fla.
By Nancy L. Johnson, D.C.

The foregoing instrument was acknowledged before me this 3rd day of January, 1985, by DAVID A. KENNEDY, President of SHIMBERG, KENNEDY & FROST, INC., a Florida corporation, on behalf of the corporation.

JAMES F. TAYLOR, JR.
CLERK CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH CO.
TAMPA, FL 33601

INT TAX /
SURTAX /
DOC ST /
REG FEE 21.00
ACC NUM /

Abel Conrad
Rosalee Conti

Cecilia Fawcett
Notary Public, State of Florida
My Commission Expires: NOTARY PUBLIC State of Florida
My Commission Expires Feb. 22, 1986

ENDECO PROPERTIES, INC., a Florida corporation

By: Richard L. Benware
Richard L. Benware, President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

TOT DUE 21.00
REC CLK 3-172

The foregoing instrument was acknowledged before me this 3rd day of January, 1985, by RICHARD L. BENWARE, President of ENDECO PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

RETURN TO:

This instrument was prepared by:

PETER T. HOFSTRA

DeLoach & Hofstra, P.A.
6486 Seminole Boulevard
P. O. Box 3392
Seminole, FL 33542

LAW OFFICES OF
DeLOACH & HOFSTRA, P.A.
6486 SEMINOLE BLVD.
P.O. BOX 3392
SEMINOLE, FL 33542
PHONE: (813) 397-5571

Marche Ours Foster
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 24, 1989
BONDED THRU GENERAL INS. CO.

11502119 203 006 09JAN
RECORDED 003755 A
CK 21.00

OFF. REC. 4490 044

OFF. REC. 4481 1029

I, WALTER D. AMADEN, a land surveyor authorized to practice in the State of Florida, do hereby certify with respect to ASHFORD GREEN CONDOMINIUM, as recorded in Condominium Plat Book 7, Pages 3, et seq., and in Condominium Plat Book 7, Pages 14, et seq., all of the Public Records of Hillsborough County, Florida, that the construction of Buildings F, G and H in Phase II, is substantially complete so that the materials attached hereto and set forth in the foregoing graphic descriptions of improvements, together with the provisions of the Declaration of Condominium as amended describing the Condominium Property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the Common Elements and of each Unit can be determined from these materials.

PIERCEFIELD-AMADEN & ASSOCIATES, INC.

By: Walter D. Amaden
Walter D. Amaden
Florida Registered Surveyor No. 3301

Dated: 12/19/04

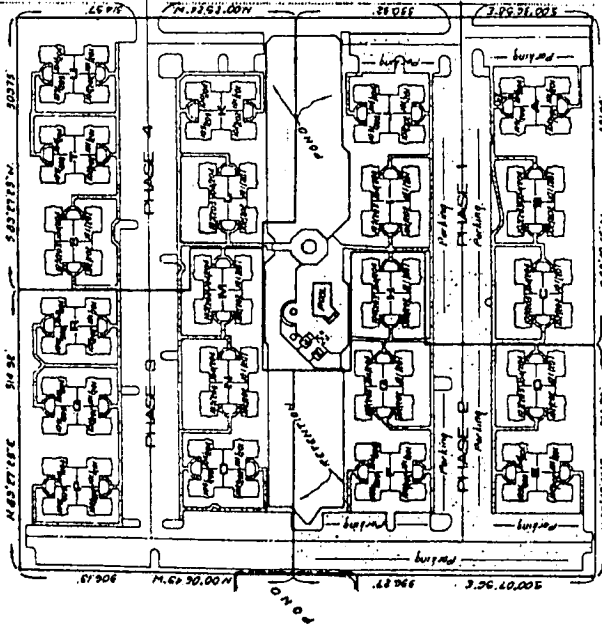
ASHFORD GREEN CONDOMINIUM

IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 10 EAST, HILLSBOROUGH COUNTY, FLORIDA

SURVEYOR'S CERTIFICATION:

The undersigned being duly sworn and subscribed to this Declaration of Condominium, together with the Declaration of Condominium, hereby certifies that the construction of the improvements comprising Buildings A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, and the improvements substantially complete as that Exhibit "A" to the Declaration of Condominium, together with the Declaration of Condominium is a true and correct representation of the location and dimensions of the improvements and so that the identification location and dimensions of the improvements are correct and that the improvements are substantially complete and that all planned improvements, including, but not limited to landscaping, utility services and security systems, have been substantially completed.

PRECEPTED BY: [Signature]
DATE: 12/19/84
OFFICE: [Address]



OFF. REC. 4490 045
OFF. REC. 4481 1030

- #### NOTES
- 1 Common Elements and Buildings shown in Phases 3 and 4 are proposed
 - 2 Unit numbers revised on Buildings B, C, D, G, H, I, L, M, N and S, 10-10-84
- ### PLOT PLAN OF CONDOMINIUM PROPERTY

Prepared by
PRECEPTED - AMADEN ASSOC., INC.
10000 Bayport
Lutz, Florida 33555
PAGE 2 OF 5

LEGEND NOTE:
An easement is granted to Tampa Electric Company, along strips of land 15 feet wide, located within the Condominium Property described on Sheet One of this plat.

ASHFORD GREEN CONDOMINIUM

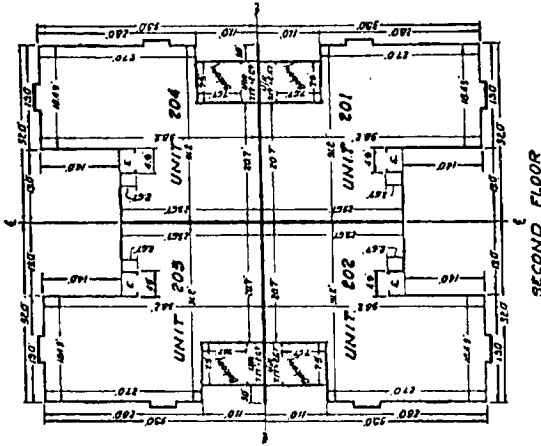
IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 10 EAST, HILLESBOROUGH COUNTY, FLORIDA

REC. 4481 & 1031

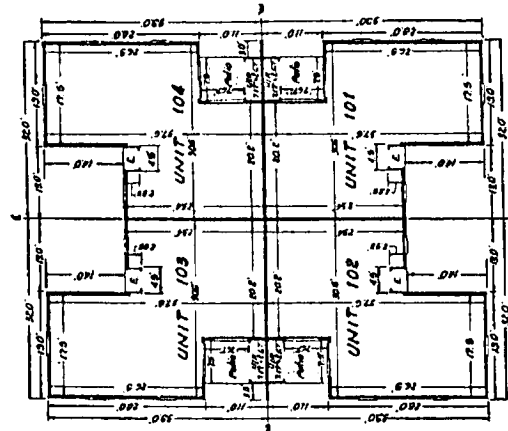
OFF. REC. 4490 & 046



Prepared by
PIERCEFIELD-AMADEN ASSOC., INC.
 Civil Engineers - Land Surveyors
 P.O. Box 187
 Lake Wales, Florida 33849
 PAGE 3 OF 5



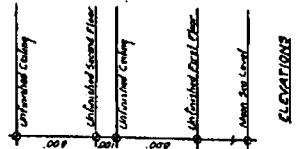
SECOND FLOOR



FIRST FLOOR

TYPICAL BUILDING PLANS
 BUILDINGS A, E, F, J, K, O, P, Q, R, T, U

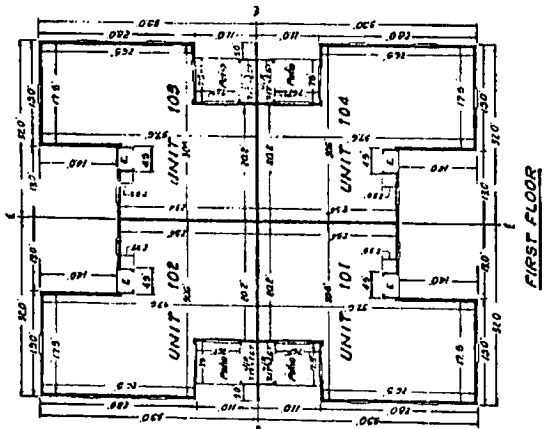
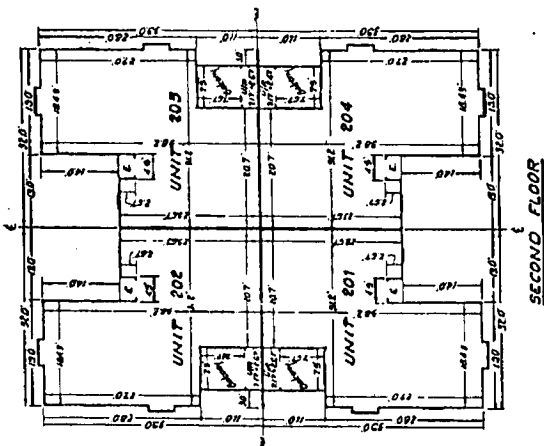
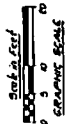
BUILDING NO.	ANTHUSSED FIRST FLOOR ELEVATION
A	42.10
E	44.14
F	43.56
J	43.56
K	
O	
Q	
R	
T	
U	



ASHFORD GREEN CONDOMINIUM

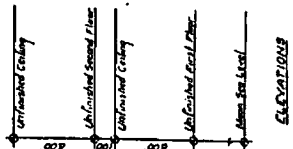
IN SECTION 4, TOWNSHIP 26 SOUTH, RANGE 10 EAST, HILLSBOROUGH COUNTY, FLORIDA

OFF. REC. 4481 1032 4490 047



TYPICAL BUILDING PLANS
BUILDINGS B,C,D,G,H,I,L,M,N,S

BUILDING NO.	UNFINISHED FIRST FLOOR ELEVATION
B	4417
C	4422
D	4414
G	4416
H	4415
I	4415
L	4415
M	4415
N	4415
S	4415



Prepared by:
PERCECIELD-AMADEN ASSOC., INC.
Civil Engineers - Land Surveyors
Tulsa, Florida 33243
PAGE 4 OF 5



FACSIMILE TRANSMITTAL SHEET

TO:	Bill Spivey	FROM:	Timothy Brady, Claims Specialist
COMPANY:	Wise Property Mgmt	DATE:	8/10/2005
FAX NUMBER:	(813) 968-5335	TOTAL PAGES INCLUDING COVER:	2
PHONE NUMBER:		RE:	03-478798

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

RE: Claim Number: 03-478798
Date of Loss: 10/8/2004
Our Insured: Tudor Cay Condo Assoc, Inc. C/O Wise Property Mgmt
Claimant: Michelle Cabello (male)

Hi, Bill.

I need a few things from you in order to continue our investigation into the above-captioned claim.

First, the management agreement states, "Agent shall maintain a 24-hour answering service for emergency service for emergency repairs of property owned and maintained by the Association". If there is a 24-hour answering service, did somebody ever call and notify you of a problem with staircase at 9114 Tudor Drive, Building L? If so, do you have a record of this notice? Please advise.

Second, the management agreement states, "Any independent contractor performing physical work for the Association shall be required to furnish evidence of liability and Workmen's Compensation in the minimum amounts of \$100,000.00 and \$100,000.00 respectively, to protect the Association against liability for any of their acts or omissions. The act of securing an affidavit from the independent contractor in question that they in fact have such coverage shall be sufficient evidence that Agent has discharged its obligations under this agreement." Therefore, please forward any and all

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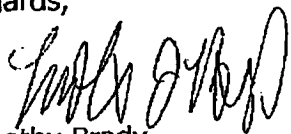
records you may have regarding construction - original and reconstruction - repairs and maintenance to the indoor staircase at 9114 Tudor Drive, Building L. These records include should include work orders, receipts, Certificates of Insurance Coverage on file from contractors, and Affidavits of Insurance Coverage.

Third, please forward contact information for the tenants and/or owners of the 4 units at 9114 Tudor Drive, Building L effective 10/8/2004.

Lastly, please forward a copy of Wise Property Management's Certificate of Insurance, effective 10/8/2004, as evidence that Wise Property Management has its OWN liability insurance coverage.

Your cooperation in this matter is greatly appreciated. If you wish to discuss this matter further, please do not hesitate to call or write.

Regards,



Timothy Brady
Claims Specialist

17602	Please				
17604	Please				
17606	Please				
17608	Please				
17609	Please				
17610	Please				
17612	Please				
17614	Please				
17615	Please				
17616	Please				
17617	Please				
17618	Please				
17619	Please				
17620	Please				
17621	Please				
17622	Please				
17623	Please				
17624	Please				
17625	Please	paint the lower portion of side walls of house			
17626	Please				
17627	Please				
17628	Please				
17629	Please				
17630	Please				
17631	Please				
17632	Please				
17633	Please	paint the fascia over your entry			
17634	Please				
17635	Please				
17636	Please				
17637	Please				
17638	Please				
17639	Please				
17640	Please				
17641	Please				
17642	Please				
17644	Please				
17646	Please	clean side wall of garage, around side garage door			
17647	Please				
17648	Please				
17650	Please				
17652	Please				
17654	Please				
17656	Please				
17701	Please	clean your mailbox			
17702	Please				
17704	Please				
17706	Please				
17707	Please				

17708	Please						
17709	Please						
17710	Please						
17712	Please	straighten your mailbox post					
17714	Please	straighten your mailbox post					
17716	Please						
17717	Please						
17718	Please						
17720	Please						
17721	Please						
17722	Please						
17723	Please						
17724	Please	clean mold on chimney					
17725	Please						
17726	Please						
17727	Please						
17728	Please						
17729	Please						
17730	Please						
17731	Please						
17732	Please	clean stain on side wall opposite of garage					
17733	Please	clean your mailbox					
17734	Please						
17735	Please	clean stain on side wall opposite of garage					
17736	Please						
17737	Please						
17738	Please						
17739	Please						
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