

VILLAGE ON THE GREEN
CONDOMINIUM I ASSOCIATION, INC.

DECLARATION

ARTICLES OF INCORPORATION

BY - LAWS

(Amended through December, 2001)

Original Documents with Exhibits and Recorded Amendments
are maintained in Association Files
2640 Laurelwood Drive
Clearwater, Florida

This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

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

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**CERTIFICATE OF AMENDMENT
TO THE DECLARATION FOR THE CREATION AND ESTABLISHMENT OF
VILLAGE ON THE GREEN CONDOMINIUM I**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration for the Creation and Establishment of Village on the Green Condominium I, as described in Official Records Book 4736 at Page 1320 and Condominium Plat Book 29 at Pages 97 thru 102 of Pinellas County, Florida, was duly approved in the manner required therein at a meeting held on April 24, 2007.

IN WITNESS WHEREOF, we have affixed our hands this 8th day of May, 2007 at Pinellas County, Florida.

VILLAGE ON THE GREEN CONDOMINIUM
I ASSOCIATION, INC.

WITNESSES:

[Signature]
Signature of Witness #1

Lou DiFranco
Printed Name of Witness #1

[Signature]
Signature of Witness #2

Michelle Herz
Printed Name of Witness #2

By: [Signature]
Marge Beckman, President

Attest: [Signature]
Judy Clarridge, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 8th day of May, 2007 by Marge Beckman and Judy Clarridge, to me known to be the President and Secretary of VILLAGE ON THE GREEN CONDOMINIUM I ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FI drivers id and FI drivers id as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

B 2555523 39446110
C 463 431 387450109

Lori J. DiFrancesco
NOTARY PUBLIC

Lori J. DiFrancesco
Printed Name of Notary Public

My Commission Expires:



Lori J. DiFrancesco
MY COMMISSION # DD323632 EXPIRES
September 26, 2008
BONDED THRU TROY FAIN INSURANCE, INC

**ADOPTED AMENDMENT TO
DECLARATION FOR THE CREATION AND ESTABLISHMENT OF
VILLAGE ON THE GREEN CONDOMINIUM I**

Article XVIII is amended by adding Sections 29 and 30 thereto:

Section 29

Commencing with the effective date of this amendment, leasing of units, except under hardship conditions, is prohibited during the first two years of ownership. After two years of ownership, units may be leased in accordance with Article XIX of the Declaration.

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

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

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

Section 30

At no time may more than ten (10%) percent of the units in the condominium be leased or rented. The Board shall have the authority to promulgate rules to maintain the effectiveness hereof, and a fair list of those renting and those desiring to rent so that the order of rentals may be fairly implemented.

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**DECLARATION
FOR
THE CREATION AND ESTABLISHMENT OF
VILLAGE ON THE GREEN CONDOMINIUM I**

(Pursuant to the Condominium Act)

ARTICLE I

Submission Statement

The Association Documents will conform to Florida Statue 718 as it is amended from time to time. The Florida Statue will supersede and take precedent over the Association documents.

ARTICLE II

Name

The name by which this condominium is to be identified is VILLAGE ON THE GREEN CONDOMINIUM I.

ARTICLE III

Legal Description of Land Included

The legal description of the land initially included in this condominium is as set forth on sheet 4 of Exhibit "A" attached hereto and made a part hereof under the heading DESCRIPTION OF LAND INCLUDED IN PHASE I.

ARTICLE IV

Identification of Units

The units of this condominium are identified by number and letter pursuant to and as shown on Sheets 4, 5, and 6 of Exhibit "A" attached hereto and made a part hereof.

ARTICLE V

Survey, Plot Plan & Graphic Description of Improvements

Exhibit "A" attached hereto and made a part hereof, and consisting of 6 sheets, contains all information, matters and things as is required by F.S.A. 718.104(4)(e). The condominium plat for this condominium is recorded in Condominium Book 29 at pages 97 through 102, inclusive, of the Public Records of Pinellas County, Florida.

ARTICLE VI

Phase Condominium

VILLAGE ON THE GREEN CONDOMINIUM I is a phase condominium. All the land which may become part of the condominium is legally described on Sheet 1 of Exhibit "A" hereof under the heading DESCRIPTION OF ALL LANDS THAT MAY BECOME PART OF VILLAGE ON THE GREEN CONDOMINIUM I.

The phases, which are submitted to condominium ownership herein or which may become part of the condominium are, Phases I through III inclusive. Each respective phase is legally described on Sheets 4, 5 and 6 of Exhibit "A" hereof and is shown on plot and survey being Sheet 1 and Sheets 4, 5, and 6 of Exhibit "A". Phase I is the initial phase being submitted to condominium ownership herein. Phases II and III may be added in numerical sequence by the recording of an amendment to the Declaration for each successive phase upon the improvements being substantially complete as required by Section 718.104(4)(e) of the Condominium Act. The amendment shall be executed solely by Developer and shall not require the joinder or consent of the Association or unit owners.

The amendment shall have attached thereto the certificate of a surveyor certifying that the improvements to each phase as added, are substantially complete as required by the Condominium Act.

The time period in which each respective phase is completed is as follows:

Phase I	January 1, 1979
Phase II	June 1, 1979
Phase III	June 1, 1980

Phase I contains 18 units, Phase II contains 30 units and Phase III contains 14 units. The size of the units to be included in each phase is as shown on Sheet 2 of Exhibit "A" and the typical floor plan of the respective type units is as shown on Sheet 3 thereof. If one or more phases are not built, the units, which are built, shall be entitled to 100 per cent ownership of all common elements within the phases actually developed and added as a part of the condominium in the manner provided for hereinabove. The recreation area and other facilities as described herein shall remain the same whether or not other phases are added.

Developer shall notify owners of existing units of the commencement of or decision not to add one or more additional phases. Notice shall be by certified mail addressed to each owner at the address of his unit or at the last know address.

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

1. The total number of units in the condominium shall be increased by the number of units in each subsequent phase added.
2. The budgeted sums for the payment of common expenses will increase proportionately upon additional phases being added. However, the percentage of sharing common expenses and owning common surplus will decrease correspondingly after each phase is added as shown in Article VIII hereof.
3. The common elements will be enlarged and each unit's percentage of ownership therein will decrease as shown in Article VII hereof.
4. Such additional impact, if any, as hereinafter noted herein.

ARTICLE VII

Fraction of Undivided Shares In The Common Elements Appurtenant To Each Unit

The undivided shares in the common elements appurtenant to each unit upon Phase I being submitted to condominium ownership and upon each phase being added is as follows:

	<u>Phase I</u>	<u>Phase I & II</u>	<u>Phases I, II & III</u>
Each Unit's Undivided Share	1/18 th	1/48 th	1/62 nd

ARTHICLE VIII

Propositions and Manner of Sharing Common Expenses and Owning Common Surplus

Each unit owner shall share that fractional portion of the common expenses and own that fractional portion of common surplus as a hereby attributed to the respective units, to-wit:

	<u>Phase I</u>	<u>Phase I & II</u>	<u>Phases I, II & III</u>
Each Unit's Undivided Share	1/18 th	1/48 th	1/62 nd

ARTICLE IX

Voting Rights

There is hereby allocated one (1) vote to each of the condominium parcels. Each vote shall be cast by the respective unit owner. In the event a unit shall be owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit. Voting may be made by proxy in accordance with the provisions of the By-Laws of the Condominium Association.

ARTICLE X

Amendments

Section 1

This declaration (except as otherwise provided herein) may be amended at any regular or special meeting of the unit owners called and noticed in accordance with the By-Laws, by an affirmative vote of 66-2/3% of the (62) unit owners.

This Declaration may also be amended by the joinder and consent of sixty-six and two-thirds (66-2/3%) percent of the unit owners to any amendment or any amendments proposed in writing by a majority vote of the directors as evidence by the execution of the said proposed amendment by at least sixty-six and two-thirds (66-2/3%) percent of all of the unit owners of the condominium.

Section 2

The above provisions, however, shall not apply to any amendment attempting to change: (a) any condominium parcel, (b) voting rights, (c) fractions of sharing common expenses and owning common surplus, (d) any provisions pertaining to phase condominium, or (e) any provision contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, the affirmative vote and/or consent of all unit owners, together with the joinder of all record owners of liens, in the execution of any such amendment, shall be required. The consent of the Developer shall additionally be required as to any amendment attempting to change provisions pertaining to phase condominium.

Notwithstanding the foregoing, the provisions of subparagraph (1) hereof, any amendments of the Declaration, or of the By-Laws attached hereto which in any way alters, changes, limits, diminishes, or otherwise affects any institutional mortgagee's position, right or equity as mortgagee of any condominium parcel shall require the joinder of said institutional mortgagee in order to become effective.

Section 3

All amendments shall be recorded as required by law.

Section 4

All amendments to the Declaration, Articles of Incorporation and By-Laws that have been approved, shall be recorded with Thirty (30 days after approval date with the Clerk of the Circuit Court.

ARTICLE XI

Association

The name of the Association responsible for the operation of this Condominium is **VILLAGE ON THE GREEN CONDOMINIUM I ASSOCIATION, INC.**, a corporation not for profit under the laws of the State of Florida. A copy of the Articles of Incorporation of the Association are attached hereto as Exhibit "B" and made a part hereof, and may be amended only in the manner provided for in said Articles of Incorporation.

ARTICLE XII

By-Laws

The By-Laws of the Association are set forth in Exhibit "C" attached hereto and made a part hereof and may be amended only in the manner for provided in said By-Laws.

ARTICLE XIII

Assessments

Moneys or funds for the payment of common expenses shall be assessed against unit owners in the percentage of their common expenses provided herein, and shall be determined, levied, collected, held and disbursed all as provided in the Condominium act. The Association shall have a lien on each condominium parcel for any unpaid assessments as provided by the Condominium Act, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of any such assessment or enforcement of such lien.

The cost of a master antenna television system or a duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a common expense. If such a contract is entered into by the Association, the cost shall be shared equally by all units or as stipulated in the Condominium Act, Chapter 718.115 Section (d) and administered in accordance with the provisions of the Florida State Statutes.

In connection with the foreclosure of a lien against a unit owner, such unit owner shall be required to pay a reasonable rental (as determined by the Directors) for the condominium parcel, and the Association shall be entitled to the appointment of a receiver to collect same.

In addition to the foregoing, any unit owner delinquent in any unpaid assessment(s) he/she shall pay in addition to attorney fees, any expense the Association and/or its agent shall incur for any stationary, typing cost, reproduction, postage, phone calls, etc, in relation to the delinquency.

Assessments not paid when due shall bear interest at the legal rate allowed by law from the due date until paid.

Section 1

In addition to interest penalty, delinquent owners shall be assessed an administrative late fee from the date of delinquency until paid in full as allowed by Condominium Act.

Section 2

All monthly assessments are due and payable on the first (1st) day of each month during calendar year. All Special Assessments shall be due and payable on date or dates set in the Notice of Special Assessments.

ARTICLE XIV

Termination

The unit owners may remove the condominium property from the provisions of the Condominium Act in the manner provided by said Condominium Act, and pursuant to the provisions thereof. The Condominium further may be terminated by the affirmative vote of seventy-five (75%) per cent of the unit owners, as authorized and provided in Article XV herein.

ARTICLE XV

Insurance

The Association, through its Board of Directors, shall purchase an insurance policy insuring the buildings and improvements erected upon the property against loss or damage by fire and hazards covered by wind storm and extended coverage endorsement; such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, or by the Directors of the Association in the event the carrier fails or refuses to make such determination. The Association shall, if the condominium property be placed in a designated flood area as identified by HUD pursuant to Flood Disaster Protection Act of 1973, obtain the maximum flood insurance provided for by said Act, or in any amount

equal to the value of the buildings if the value of the buildings are less than the maximum permitted by such Act. The policies shall be purchased in the name of the Association for the benefit of the Association, the unit owners and their mortgagee, as their interests may appear; and provisions shall be made for the issuance of mortgagee endorsements to the mortgagee of the respective units.

In the event of loss, the Association shall use the insurance proceeds to repair and replace damage to the real property covered by the policy. Any reconstruction, repair or replacement shall be in accordance with the plans and specifications as finally amended, on file with the Building Department of the governmental agency having jurisdiction there over.

If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against the unit owners in accordance with this Declaration to cover any deficiency.

In the event the common elements are totally destroyed or damaged, or in the event that said common elements are damaged or destroyed in excess of fifty (50%) percent of their then value, the common elements shall nevertheless be rebuilt as heretofore provided, unless seventy-five (75%) percent of all unit owners shall elect within thirty (30) days not to rebuild, in which event the Condominium shall be terminated, and the insurance proceeds shall be disbursed to the unit owners and their mortgagees, as their interests may appear.

In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and keep in effect policies of insurance generally known as public liability policies and/or landowner, landlord and tenant policies insuring the Association and its members against all claims and demands made by any person or persons, whomsoever for injuries received in connection with the use, operation or maintenance of the condominium property, buildings and improvements, to the extent of not less than \$300,000 to cover the claim or damage for personal and/or bodily injuries from any single specific cause, to any one person, and to the extent of not less than \$500,000 to cover in connection with any one particular accident or occurrence, the total aggregate of any claims for personal and/or bodily injuries that may arise or be claimed to have arisen against the Association and its members as aforesaid. Said insurance shall also provide for not less than \$50,000 property damage insurance.

The Association further shall, if required by State laws, carry a Workmen's Compensation Insurance Policy, which policy will comply with the requirements of the Laws of the State of Florida.

The Association, shall provide and keep insurance for the protection of its Directors as required by Condominium Act.

The Association shall obtain such other insurance and/or security bonds as may be required by the Condominium Act. All insurance and bond premiums shall be included and treated as a common expense.

ARTICLE XVI

Common Elements

The common elements shall include the land and all improvements thereto which are not included within the units, together with such other items as are set forth in the Condominium Act. Unit owners, for purposes of maintenance, shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, together with the walls and partitions contained within the perimeter boundaries of the owners respective units, including plaster, paint, wallpaper, carpeting, etc., this includes front and rear porch lights but shall not be deemed to own any portion of those items defined as common elements by the Condominium act.

No material alterations or additions to the common elements shall be made except upon the affirmative vote of sixty-six and two-thirds (66-2/3%) percent of the unit owners. No unit owner shall make any alteration or do any work, within his respective unit unless approval therefore first be given by the Board of Directors, which approval shall not be unreasonably withheld unless the work, improvement, or addition would tend to jeopardize the safety or soundness of the common elements, or the aesthetics of the buildings or would in any way impair easements. The Association has deemed as "common elements" windows for breakage (outside in), leakage and perils as covered by Association insurance.

The Unit Owner is deemed to own and is responsible for repair and replacement of all windows, window frames and related mechanical devices including that used to open and close awning type windows inside the unit. The owner shall be responsible for the maintenance and repair of front entrance doors, sliding glass doors leading from the bedroom or living room onto the porch (screened or enclosed), windows of enclosed porch, screens for all windows and porches and doors, and the entire area of the screened or enclosed porch including the folding stairway. The owner shall be responsible for all maintenance and repairs that are not covered by Association insurance deductible under certain perils.

The Association is responsible to rid the attic of any animal, bird, termites or carpenter ants that penetrate this area. not caused by owner in any manner. Association access to the attic shall be provided through the master bedroom opening or the folding stairway.

ARTICLE XVII

Limited Common Elements

Limited Common Elements mean and include those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

The numbered and lettered parking spaces and storage lockers shown on the Sheets 4, 5 and 6 of Exhibit "A" are hereby declared limited common elements and are reserved for the use of the unit owner in the units having the corresponding numbered and lettered unit. Driveways

shall be deemed to be limited common elements and shall be reserved for the use of the unit owners (their guests and invitees) whose respective parking spaces are adjacent to the respective driveways, all as shown on Sheets 4, 5 and 6 of Exhibit "A".

ARTICLE XVIII

Restrictions

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

Section 1

No unit shall be used for any purpose other than as a single-family residence or dwelling. Single family residence is defined as one or more person(s), maximum of four (4) related by blood marriage or adoption of either spouse or not more than two (2) unrelated persons living and cooking together as a single housekeeping unit or when certified by a medical doctor (with letter) an unrelated person is required to reside within a unit should member become incapacitated and require a full time line-in companion.

Section 2

All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including the entire air conditioning and heating systems (compressor, ducts, vents, electrical, plumbing etc.) serving the respective owners apartments, whether inside or outside owners apartments, and shall promptly pay for all utilities which are separately metered to the units.

Section 3

No unit owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the common elements, limited common elements, or in his respective unit if such sign may be seen from any portion of the common elements; except for name plates which shall be uniform in size and design, and approved by the Board of Directors.

Section 4

No dog or cat or other pets shall be permitted in any of the units or on the common or limited common elements except for birds, such as canaries or parakeets, and fish such as goldfish or tropical varieties, which may be kept by a unit owner in the respective unit provided that no such birds and/or fish shall be raised for commercial purposes.

Notwithstanding the foregoing, initial purchasers of units from U.S. Home Corporation shall be permitted to keep one dog or cat pet for the life of said pet, provided the dog or cat, as the case may be, was owned by said owner prior to the unit owner's acquisition of the unit and further provided that: no such pet shall be raised for commercial purposes; that only the smaller varieties of dogs may be kept, the test of smallness being any dog which when fully mature will not weigh in excess of 25 pounds; that all dogs and cats shall be kept on leashes when not confined to the owner's unit; and that said animals are walked only in areas designated from time to time by the Directors for such purposes.

Section 5

Unit owners, their families, guests, invitees, or lessee shall be liable to the Association for defacing, marring or otherwise causing damage to the common elements or limited common elements where the repair of said damage is the obligation of the Association.

Section 6

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

Section 7

No clothing, bedding, or other similar items shall be dried or aired in any outdoor area or within the unit or any limited common element if same can be seen from the common area.

Section 8

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

Section 9

No occupants shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated, a phonograph or radio loudspeaker in such occupant's unit between the hours of 11:00 o'clock P.M. and the following 9:00 o'clock A.M., if the same disturb or annoy other occupants of the building, and in no event shall either vocal or instrumental music be practiced for more than two hours in any day or between the hours of 6:00 o'clock P.M. and the following 9:00 o'clock A.M., nor shall an occupant commit or permit any nuisance or immoral or illegal act in this unit, or in the common elements.

Section 10 **Age Restriction**

It is the intention of the Association to qualify for the exemption to the Fair Housing Act by providing housing for older persons as defined in Section 807(b) (2)C of the Federal Fair

Housing act (1988), as amended from time to time. Not less than eighty (80%) percent of the units shall have at least one (1) permanent occupant who is of age fifty-five (55) years or older, and all permanent occupants must be at least eighteen (18) years of age. The term "permanent occupants" shall include all persons occupying the unit except temporary guests. "Temporary guest" shall be defined as those persons present in the unit for up to three weeks during any six-month period, or a maximum of six weeks in any twelve-month period.

The Board of Directors shall promulgate, from time to time, such rules, regulations and procedures as are necessary to insure compliance with this restriction and consistent with an intent to comply with Section 807(b) (2)C of the Federal Fair Housing act (1988), as amended from time to time.

All owners and tenants or other permanent occupants shall be required to show proof of age by legal documents such as Drivers License, Birth Certificate or Passport, in order for the Association to comply with the 80-20 age rule of the Federal Fair Housing Act.

The association shall maintain a census file for the occupants of all units, and the Board of Directors shall update this file periodically to insure that the Association is in compliance with the 80-20 rule regarding age.

Section 11

None of the two-bedroom units shall be permanently occupied at any time by more than four individuals, except as otherwise provided herein.

Section 12

Unit owners, or unit owners approved lessees, shall be permitted to have visitor occupants of any age for up to three (3) weeks during an six (6) month period, or a maximum of six (6) weeks in any twelve (12) month period; provided that at no time shall any two (2) bedroom unit be occupied by more than four (4) individuals. A person occupying a unit for the purpose of assisting the unit owner when the unit owner is ill or otherwise disabled is not a guest and is not subject to time limitations. Family members of a unit owner that occupy the unit owners unit in the absence of the unit owner are not guests and are not subject to the time limitation. A guest is defined as being a person who is visiting a unit owner or a lessee of a unit owner while that unit owner or lessee is present. A person who is utilizing a unit in the absence of an owner or lessee is not a guest and for the purposes of this Declaration is considered a tenant, subject to the rules of a lessee.

A person is not a visitor under this article and section if the visitor is a Florida resident and lives within a fifty (50) mile radius of Village on the Green, Condominium 1 Association, Inc. common elements. The directors have the power and authority to request identification to verify the residence address of the visitor. Such identification may be, but not limited to, driver's license and voters registration. The Directors may waive this restriction due to illness of the visitor, or if the person is there for the purpose of caring for the owner or tenant. The

directors can request from either party a letter from their doctor to verify the illness. Restrictions will not be enforced when visitation is made necessary in the event of force majeure.

Section 13

Unit Owners, their guests and invitees agree to use the common elements only in accordance with such reasonable rules and regulations as are promulgated from time to time by the Directors of the Association for the use thereof.

Section 14

No vehicle classified by type as a commercial van or truck, regardless of the state it is registered in, or campers, mobile homes, motor homes, boats, house trailers, boat trailers, two-wheeled motorized vehicles, or trailers of any other description, shall be authorized to be parked or stored on the Association common or limited common elements unless it is there for commercial purposes in business or to do repair work for the Association, owners or lessees. Automobiles shall be parked only the spaces established for such purposes. Only vehicles classified by type as passenger vehicles are permitted on the common or limited common elements. Any vehicle, which has been modified or manufactured for use of a handicapped person, regardless of its classification or type shall be excluded from this rule. Upon request of the Board of Directors an owner, lessee, or their invited guest shall show or furnish the Board a copy of the vehicle registration depending on which option the Board requires.

Section 15

Trees planted in the common areas shall be of a type approved by a horticulturist as to size, root structure, disease characteristics, etc. Location for planting shall be approved by the Board of Directors.

Section 16

Prohibit placing of any objects on window sills, i.e., flower pots, statues, etc.

Section 17

All unit owners shall be required to keep their assigned carport and storage-area clean at all times.

Section 18

Unit owners and their guests shall not park their cars whereby the bumper will extend over the edge of the sidewalk, nor shall they park on the grass or sidewalk. This includes the assigned carport parking and the guest parking area.

Section 19

A unit owner shall not have more than two (2) vehicles. The vehicles must be parked in assigned parking spaces designated for unit owners and the use of the guest parking spaces are on a first come first serve basis only. Parking shall comply with Declaration, ARTICLE XVII Limited Common Elements.

No vehicle, which is not currently licensed or cannot operate on its own power, shall remain on the premises for more than forty-eight (48) hours. As used in this section, the term "licensed" shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida or other state as the case may be. Any member of the Board, or any of the Board's agents, which has reasonable cause to believe that a vehicle is unable to operate on its own power shall affix a sticker or notice thereto notifying the owner of the vehicle that it is considered to be in violation of the Condominium Rules and Regulations. The owner of such vehicle shall have forty-eight (48) hours from the date and time affixed to the sticker to respond to the Board or its agent and demonstrate that the vehicle can operate on its own power.

Section 20

Prohibit walking of pets in common or limited common areas. This includes all domestic animals and fowl.

Section 21

The installation of outdoor carpeting for entry-ways shall be cemented to the concrete after approval is secured from the Board of Directors.

Section 22

Delete in its entirety.

Section 23

All shrubberies, bushes or trees planted next to the buildings shall be kept trimmed to a distance of six (6) inches from the wall and below the eave of the roof and rain gutter.

Section 24

The U.S. mail boxes are not common property but the property of the individual unit owner. The mail box stands are common property and are maintained by the Association. The unit owner shall maintain their mailboxes to an acceptable standard. If replacement is required, the mailbox shall be of same size and color of the present installed mailboxes so that they will fit on the Association stands. (Size is approximately 6 ½ " wide x 9" high 19 ½" long – color black)

Section 25

No solicitation or trespassing authorized on common or limited common areas.

Section 26

Owners, tenants, guests and visitors are prohibited the feeding of fowls, including Moscovy Ducks, birds of any type; wild or domestic, and any wild life animals.

Section 27

The only flag authorized to be flown in the common or limited common elements is the flag of the United States of America. No banners are authorized to be flown.

Section 28

In the event a unit owner or lessee, is in violation of the terms and provisions in any of the restrictions, and after notification by the Board of Directors continues to violate such regulation, then if it be deemed necessary that the Directors bring legal proceedings for the enforcement of and/or the abatement, as the case may be, of any provision of the respective covenants, then in such event the unit owner of lessee shall pay the expenses for action taken by the Board of Directors for such legal proceedings.

The above and foregoing restrictive covenants shall only be amended in the manner as provided for the amendment of this Declaration. The Condominium shall have the right to make and amend reasonable rules and regulations respecting the use of the property in the condominium, as is provided for in its Articles of Incorporation.

ARTICLE XIX

Transfer of Condominium Parcels

Section 1

Sales

No sale shall be approved to another unit owner, spouse of a unit owner or to a child of a unit owner under the age of eighteen of which would result in ownership of more than two units by such owner, the owner and the owner's spouse, or the owner and the owner's minor child. No sale shall be approved to a corporation, association or partnership, other than the Condominium Association or a commercial lender or institutional mortgagee, which has taken title through foreclosure of its mortgage or due to a voluntary acceptance of a transfer in lieu of foreclosure. The unit owner selling and/or transferring or mortgagee acquiring title as a result of the foreclosure of its mortgagee's lien shall be responsible for obtaining the Association's "Resale" form from the Board of Directors and is responsible that it be properly filled out and executed as

stipulated in the form and return same to the Association's Board of Directors with the Transfer fee authorized by the Condominium Act and stipulated on the Resale Form and a contract of sale to the Board of Directors for their approval, or disapproval, which shall be given within ten (10) days from the date of the submission of the contract of sale. The owner or his/her legal or personal representative shall be required to appear before the Board of Directors and provide the Board with character references before approval is granted. If approved, the approval by the Board shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida. If neither approved nor disapproved within ten (10) days the transfer shall be deemed to have been approved by the Directors.

If the transfer be disapproved, the Directors shall have twenty (20) days from date of disapproval within which to purchase the condominium parcel on the same terms and conditions as contained in the contract of sale, except that the purchase price shall be payable in cash. If the Directors fail to close the purchase within said twenty (20) days period, then the unit owner shall be free to sell and convey to the intended purchaser.

Section 2

Leasing

No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes, which are defined as (a) rentals for less than one (1) year, or (b) rentals where the occupants of the unit are to be provided services, such as room service for food and beverages, maid service, furnished of laundry and linens, and bell boy service. The unit owner desiring to lease his condominium parcel shall first submit the name of the proposed lessee and the lessor contract, and the association lease form agreement to the Board of Directors, at which time the lessee shall be required to appear for an interview before the Board of Directors and be required to furnish character references before approval is granted. If approved, the lessor shall be required to pay the lease fee authorized by Chapter 718 Condominium Act. No charge shall be made in connection with the extension or the renewal of a lease. The Board of Directors shall have twenty (20) days in which to approve or disapprove a lease contract. Other than the foregoing, the owner or owners of the respective units shall have the right to lease same, provided that all such leases are made subject to this Declaration, and the Condominium Act, and a copy of the lessor lease agreement. The Association lease agreement and lease fee (if applicable) are required to be given to the Board of Directors before approval is granted.

Section 3

Subleasing Prohibited

A lessee may not sublease the unit they leased from the lessor.

ARTICLE XX

Officers and Directors

Officers and Directors of the Association shall serve until their successors have been elected, at the annual meeting, as provided in the Articles of Incorporation and By-Laws of the Association.

ARTICLE XXI

Restraint upon Assignment of Shares in Assets

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

ARTICLE XXII

Management, Maintenance and Operation Agreement

Deleted in its entirety.

ARTICLE XXIII

Unit Owners Members of Recreation Association

Village on the Green Condominium I is part of a larger development of the developer known as Village on the Green (herein "Development"). Developer has filed an instrument in the Public Records of Pinellas County, Florida, styled Declaration of Covenants and Restrictions for Village on the Green (Herein Covenants and Restrictions). The Covenants and Restrictions provided for the creation of Village on the Green Recreation Association, Inc., a non-profit Florida corporation (herein "Recreation Association"). The purpose of the Recreation Association (commonly know as Tract B) is to own, operate, manage and maintain the improved recreation area (as defined in the Covenants and Restrictions).

Unit owners become members of said Recreation Association and by acceptance of their respective deeds, will have agreed: that his unit is subject to the covenants and restrictions including amendments thereto; to abide by the rules and regulations of the Recreation Association, and to pay such assessments, dues and charges as shall be levied by the Board of Directors of said Association, in accordance with its Articles of Incorporation, By-Laws and the Covenants and Restrictions. The Covenants and Restrictions (Declaration of Covenants and Restrictions for Village on the Green), have been recorded in O.R. Book 4735 at pages 2170 through 2178 inclusive of the Public Records of Pinellas County, Florida. The Articles of

Incorporation of the Village on the Green Recreation Association, Inc. have been filed with the Secretary of State of Florida. (The Articles and By-Laws of the Association are available at the office of the Association). The three aforesaid documents are made a part thereof by this reference as though set forth in their entirety herein.

ARTICLE XXIV

Deleted in it's entirety.

ARTICLE XXV

Developer's Guarantee

Deleted in its entirety.

ARTICLE XXVI

General

VILLAGE ON THE GREEN CONDOMINIUM I Shall be operated and maintained and the Association and the members thereof shall have and enjoy all of the rights, privileges and duties as are presently set forth in the Condominium Act of the State of Florida and as same may be amended from time to time in the future, except as said rights, privileges, duties, operation and maintenance may be altered, changed or limited by this Declaration and the exhibits attached hereto, where such changes, alterations, and/or limitations are optional or permissive under the Condominium Act, and all matters not specifically covered in this Declaration and Exhibits attached hereto, shall be determined in all instances by the provisions of the said Act.

THIS DECLARATION FOR THE CREATION AND ESTABLISHMENT OF VILLAGE ON THE GREEN CONDOMINIUM I, including exhibits attached hereto made and entered into and submitted this 14th day of August, A.D. 1978.

**ARTICLES OF INCORPORATION
OF
VILLAGE ON THE GREEN
CONDOMINIUM I ASSOCIATION, INC.**

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

ARTICLE I

Name

The name of the corporation shall be VILLAGE ON THE GREEN CONDOMINIUM I ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the "Association".

ARTICLE II

Purpose

Section 1

The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act of the State of Florida for the operation of VILLAGE ON THE GREEN CONDOMINIUM I, a condominium to be located upon those certain lands in Pinellas County, Florida, legally described on sheet 1 of "Exhibit A" to the Declaration of Condominium under the Heading DESCRIPTION OF LAND INCLUDED IN PHASE I.

Section 2

The condominium is a phase condominium and may be expanded to include additional land in subsequent Phases II and III respectively, which are also legally described in said "Exhibit A".

Section 3

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

ARTICLE III

Power

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

Section 1

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

Section 2

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

- a. To make and collect assessments against members as apartment owners to defray and costs, expenses and losses of the condominium.
- b. To use the proceeds of assessments in the exercise of the powers and duties.
- c. The maintenance, repair, replacement and operation of the condominium property, including easements.
- d. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.
- e. The reconstruction of improvements after casualty and the further improvement of the property
- f. To make and amend reasonable regulations respecting the use of the property in the condominium provided, however, that all such regulations and their amendments shall be approved by not less than 66-1/2% of the votes of the entire membership of the Association before such shall become effective.
- g. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the association and the regulations for the use of the property in the condominium.
- h. Deleted in its entirety.
- i. To employ personnel to perform the services required for proper operation of the condominium.

- j. Deleted in its entirety.
- k. To acquire by purchase or otherwise condominium parcels of the Condominium, subject nevertheless to the provisions of the Declaration and/or By-Laws relative thereto.
- l. To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.
- m. To enter into agreements with the Developer, other Condominium Associations, or any legal entity for the maintenance, replacement or repair of properties of any used in common with others, such as but not limited to subdivision-type improvements.

Section 3

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

Section 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.

Section 5

Association may not acquire, convey, lease or mortgage Association property or use Association property assets as collateral for a loan without approval of a majority of the entire membership (62) of the Association.

ARTICLE IV

Members

Section 1

The members of the Association shall consist of all of the record owners of apartments in the condominium, and after termination of the condominium shall consist of those who are members at the time such termination and their successors and assigns.

Section 2

After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records

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

Section 3

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

Section 4

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

Section 5

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

Section 6

It is the responsibility of the member(s) unit owner(s) to keep the Association and its management agent notified of their correct and current mailing address. The Association and its Management Agent shall use the last known address to them by the unit owner(s) as their correct and current address for any official notification of this Association.

ARTICLE V

Directors

Section 1

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

Section 2

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

Section 3

Deleted in its entirety.

Section 4

Deleted in its entirety.

ARTICLE VI

Officers

The affairs of the Association shall be administered by the Officers designated in the By-Laws Article IV; ADMINISTRATION; SECTION 15 DESIGNATION OF OFFICERS, as amended.

ARTICLE VII

Indemnification

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

ARTICLE VIII

By-Laws

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded as provided in the By-Laws.

ARTICLE IX

Amendments

Amendments to the Article of Incorporation may be made in the same manner, and under the same requirements and restrictions as those required to amend the Declaration as set forth in Article X of the Declaration.

ARTICLE X

Subscribers

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

Frank Macagnone
Helen I. Sarver
Pamela Droste

ARTICLE XI

Association Address

The office of the association shall be that of the Management firm under contract to the Association for management of the Association affairs.

ARTICLE XII

Registered Office – Registered Agent

The registered office of the Association shall be that of the Management firm under contract to the association. The Registered Agent is the Management firm under contract to the Association.

ARTICLE XIII

Term

The term for which this corporation shall exist is perpetual.

**BY-LAWS
OF
VILLAGE ON THE GREEN
CONDOMINIUM I ASSOCIATION, INC.**

**A corporation not for profit
Under the laws of the State of Florida**

ARTICLE I

Identity

Section 1

These are the By-Laws of VILLAGE ON THE GREEN CONDOMINIUM I ASSOCIATION, INC., called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida, the original Articles of Incorporation of which were filed in the office of the Secretary of State.

The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718 Florida Statutes, called the condominium Act in these By-Laws, which condominium is identified by the name VILLAGE ON THE GREEN CONDOMINIUM I.

Section 2

The mailing address of the Association shall be that of the management firm under contract to manage the Association's affairs.

Section 3

The Association shall operate upon a calendar year beginning the first day of January and ending on the 31st day of December of each year.

Section 4

The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation not for profit" and the year of incorporation, and impression of which is as follows;

ARTICLE II

Definitions

Section 1

All words, phrases, names and/or terms used in these By-Laws, the Declaration of Condominium, the Articles of Incorporation of the Condominium Association and Exhibits "A" and "D" to the Declaration shall have the same meaning and be used and defined the same as they are in the Condominium Act unless the context of said instruments otherwise requires.

ARTICLE III

The Association

Section 1

Members

The owners of the condominium parcels shall be the members of this Association.

- a) Any legal entity capable of ownership of real property under the laws of Florida shall be eligible for membership.
- b) Any legal entity, upon acquiring title to a condominium parcel, shall ipso facto become a member of the Association; and upon the conveyance or transfer of said ownership, said owner's membership in the Association shall ipso facto cease.

Section 2

Place of Meeting

Membership meeting shall be held at the Village Club House, 2620 Laurelwood Drive, Clearwater, FL

Section 3

Annual Meetings

Annual meeting of the Association members shall be held on the second Tuesday in November of each year.

Section 4

Special Meetings

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

Section 5

Notice of Meetings

It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears in the membership book of the Association, or if no such address appears, at his last known place of address, at least fourteen (14) but not more than thirty (3) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice severed.

Section 6

Majority of Owners

As used in these By-Laws, the term "majority of owners" shall mean owners having the right to vote, 50% plus 1, of the authorized votes (62).

Section 7

Quorum

A quorum at a membership meeting shall consist of 50% plus 1 of the entire membership (62).

Section 8

Adjourned Meetings

If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person, or by proxy, may adjourn the meeting to a time no later than ten (1) days from the time the original meeting was called and hold the meeting adjourned, without additional notice, provided that a quorum can be obtained for such a meeting.

Section 9

Voting

At every meeting of the members, the owner or owners of each unit, either in person or by proxy, shall have the right to cast one (1) vote, as set forth in the declaration. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute, or of the Declaration of Condominium, or of the Articles of Incorporation, or of these By-Laws, a different vote is required, in which case such provision shall govern and control. All voting shall be by ballots unless dispensed with by unanimous consent. If unanimous consent is granted, there shall be no vote taken by show of hands or standing when an accurate count is required on issues before the membership. Voting shall be by roll call to include proxies.

Section 10

Proxies

A member may appoint any other member as a proxy with power of substitution. All proxies must be filed with the Secretary at any meeting or meetings for which the proxy was given, before proxy may vote. Directors may not solicit for proxies from owners in the name of a Director or the Title of any Director in any correspondence or proxy form-notifying owners of Association meetings. No proxy shall include a form of Ballot/Poll. All proxies shall include power substitution.

Section 11

Order of Business

The Order of Business at all annual or special meetings of the members is as follows:

- (a) Roll Call.
- (b) Proof of Notice of Meeting, or waiver of Proof of Notice.
- (c) Reading of minutes of the previous meeting.
- (d) Report of Officers.
- (e) Report of Committees.
- (f) Approve Budget.
- (g) Approve any contract which requires member approval.
- (h) Unfinished Business.
- (i) New Business.
- (j) Election of Directors (if election to be held).
- (k) Temporary adjournment so the newly elected Board may elect their officers.
- (l) Close or adjourn meeting.

Section 12

The Association official bulleting board is located on the east side of Building 9C storage room located at 2450C Laurelwood Drive, Clearwater, FL

Section 13

Deleted in its entirety.

ARTICLE IV

Administration

Section 1

Number and Qualification

The number of Directors that shall constitute the Board shall be not less than three (3) nor more than five (5). All Directors shall be members of the Association.

Section 2

Directors – Election

Directors shall be elected by ballot and by a plurality of the votes cast at the annual meeting of the Association. Each member shall be entitled to vote for as many nominees as there are vacancies to be filled.

Section 3

Removal of Directors

Any Director may be removed by concurrence of majority of the members of the Association at a special meeting of the members. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

Section 4

Filling of Vacancies

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

Section 5

Term of Directors

The term of each Director shall be for one (1) year and shall extend until the next Annual Meeting of the members and thereafter until his/her successor is duly elected and qualified or removed in the manner elsewhere provided. Directors shall be elected to fill vacancies and expired terms of office.

Section 6

Powers and Duties

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

- (a) All powers and duties of the Condominium as set forth in the Condominium Act and in the Articles of Incorporation of the Association, except as limited as provided above.
- (b) To prepare an annual operating budget, which budget shall be sufficient in amount to pay all necessary expenses and expenditures to be shared in common by the respective owners of units, including a reasonable reserve for repairs, upkeep and replacement of the common elements and for contingencies. The proposed budget shall be presented at the Annual Meeting of the unit owners for approval. Approval shall require a majority (32) of the (62) unit owners. A copy of the proposed budget shall be included with the second notice of the Annual Meeting. The directors shall not exceed the approved budget without approval of a majority of the unit owners. In the event the proposed budget has not been approved by a majority of the unit owners by the beginning of the calendar year the preceding years budget will remain in effect for the entire year, or until a new budget has been approved. If the prior years budget remains in effect the Board of Directors may increase or decrease that budget by as much as, but not more than, two percent (2%).
- (c) Deleted in its entirety.
- (d) To determine who will act as legal counsel for the Association whenever necessary.
- (e) To determine the depository of funds of the Association. All funds shall be deposited in an account insured by the Federal Deposit Insurance

Corporation (FDIC) or Federal Savings and Loan Insurance Corporation (FSLIC). Directors may not switch funds from one financial firm to another one to accommodate the agent. Transfers shall be for the benefit of the Association. Any transfer from one institution to another shall be voted on by the Directors showing vote of each in the minutes of the Board Meeting. Majority vote of Directors required to transfer funds. All monthly maintenance fees assessment shall be sent directly to the bank. The only funds that may be sent to the management agent is any Special Assessment which shall be under controlled conditions to show that the management company is accepting the fund for deposit in a special account in the Association's name.

- (f) To acquire the necessary personnel needed for the maintenance, care and upkeep of the common elements, and set the salaries of said personnel.
- (g) Assess and collect all assessments pursuant to the Condominium act.
- (h) Reserve funds shall remain in the individual reserve account until the account expenditure is required. Individual reserve funds may not be used for another individual account and may be used only for the individual account for which it was designated. The Interest Reserve account is not an independent account in that the proceeds in this account may be used to support any other independent reserve account as may, from time to time, be needed.
- (i) An individual Reserve Account shall be maintained to provide for legal expenses. All funds collected from lease, rental and resale fees shall be deposited into the Legal Reserve account.
- (j) No manager or business entity and no agent, employee, officer or director shall commingle any Association funds with his funds or with the funds of any other condominium association or community association.
- (k) Reserve fund voted for replacement or to pay premiums these funds shall not be used for any other purpose. These funds will be so identified in the Budget under Reserves. These funds include but not limited to building, painting, roofing, paving, carport roofs, and legal.
- (l) All funds of the Association must be maintained in the Association name. Reserve funds shall be kept separate from the operating funds in separate bank accounts.
- (m) Only members of Association shall chair Board or membership meetings, including committee meetings.

- (n) The Board of Directors shall adopt and publish rules and instructions for the use of dumpsters as set forth in the Resolution approved by the members at the Annual Meeting on 11-14-95, and subsequently posted on the Dumpster fences.
- (o) Directors may not vote by absentee ballots (proxy) or secret ballot and the vote of each member of the Board of Directors shall be recorded in all the minutes of all the Board of Director Meetings.
- (p) Contracts over one thousand (\$1,000.00) Dollars shall require a minimum of three (3) bids and shall include a minimum of one year warranty where applicable. These contract proposals shall be submitted to all directors, for their review, prior to Board meeting. These contract proposals shall be discussed at Board meetings and voted on. The vote of each Director shall be recorded in the minutes of that meeting. These contracts shall be signed by the President of the Board. Any changes after one of these contracts has been so approved by the Board shall follow the same aforementioned procedures, and the reason for any changes so approved shall be read so as to be recorded in the minutes of the meeting.
- (q) There shall be no line item in the Budget for Board expense. All expenses by the Board or any Association member or contract, including expenses from Petty Cash, shall be supported by a dated and itemized receipt or invoice identifying the item(s), cost and quantities purchased, and include a signature of the purchaser.
- (r) Directors may not state an opinion on any petition submitted by owners for Special Meeting. Their views will be presented at the meeting.
- (s) Management Agent shall not perform any work in Association common elements with out prior approval of a Director, except in a case of an emergency which threatens life or property. Emergency is defined as fire, water leaks, floods, back-up water, damaged or broken glass and Act of God, such as hurricanes, tornado, lightning strikes.
- (t) All amendments to the By-Laws shall be recorded with the Clerk of the Circuit Court within thirty (30) days after approval.
- (u) All expenses to be paid from Association funds shall be cleared and approved by the Treasurer or President.
- (v) All association files/records shall be open for inspection to owners during hours of 9:00 am to 11:30 am and 1:00 pm to 4:00 pm Monday through Friday, except on National Holidays. The owner is required to call the Secretary twenty-four (24) hours in advance of date the inspection is to be

held. In the absence of the Secretary, a call to the President or any other Director will honor the call and have file(s) available and open for inspection.

- (w) All of the Association files/records shall be kept in the Village Club House, 2630 Laurelwood Drive, Clearwater, FL except the current year accounting/financial records, which may be kept by the Management Agent who has the responsibility by contract to maintain same and make all necessary reports for the association.
- (x) All Special Assessments shall require approval of a majority of the (62) unit owners except in an emergency. Emergency is here in being defined as an act of God (hurricane, tornado, flood, lightning, fire or back up water).
- (y) Original of all contracts shall be kept in the Association file. Copies of same shall be furnished to the Management Agent.

Section 7

Management Agent

The Board of Directors may employ for the Association, a Management Agent at a compensation established by the Budget to perform such duties, services as authorized in the By-Laws.

The duties of the Management Agent shall be included in the Management contract and shall not be in conflict with the By-Laws.

The Board of Directors and/or Management Agent, are prohibited from joining any Management or other type of Association whereby the membership fees would be paid for from the Association's funds and/or assessments levied against the unit owners, unless approved by the majority (minimum of 32) of the unit owners (62).

Section 8

Compensation

No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid a Director of services performed by him for the Association in any other capacity, unless approved by a majority (minimum of 32) of the unit owners (62).

Section 9

Organizational Meeting

This meeting shall be held during temporary adjournment of the membership meeting for the Board to elect the officers. This meeting is open to all Association Members; however, the election process for the Board Officers may be by secret ballot.

Section 10

Regular Directors Meeting

All Directors' meetings when held, shall be held at the Village Club House, 2620 Laurelwood Drive, Clearwater, FL. The Meeting shall be open for owners participation on each question or issue that comes before the Board. A minimum of four (4) meetings shall be held between each Annual Meeting of the members. One of these meetings shall be held in October to discuss the fourth coming Budget that is to be presented to the Owners for their approval at the Annual Meeting.

Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. Adequate notice of all meetings shall be posted on the Condominium property bulleting board at least forty-eight (48) hours in advance, except in an emergency. Emergency is defined as any act to protect life or property or any act of God (hurricane, flood, tornado, lightening or fire and backup water).

Section 11

Directors Special Meetings

Special meetings of the Board of Directors may be called by the President, or by the Secretary with written request from at least two Board Directors (one of which may be the Secretary) with a minimum of three (3) days notice to each Director, given personally, by mail, telephone, Email, or telegraph. which notice shall state time, place (as herein above provided) and purpose of the meeting. This notice shall be posted on the Association Bulletin Board at least 48 hours in advance of the scheduled special meeting.

Section 12

Waiver of Notice

Before any Directors meeting, any Director may waive the requirement of notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall also be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any Association business may be transacted at such meeting.

Section 13

Quorum

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

Section 14

Fidelity Bonds

The Association shall require that all officers and employees of the Association handling or responsible for Association funds shall be adequately bonded. The Association shall pay the premiums on such bonds.

Section 15

Designation of Officers

Principal officers of the Association shall be President, Vice President, Secretary and Treasurer. There shall be a Director of Building and Grounds. All of the officers shall be elected by and from the Board of Directors. The Board of Directors may appoint an assistant to any of the above officers as in their judgement may be necessary. In the event there are only three (3) or four (4) members of the Board the officers shall include President, Secretary and Treasurer. Each officer shall be elected as prescribed in Section nine (9) above.

Section 16

Election of Officers

Deleted in its entirety.

Section 17

Removal of Officers

Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, and if removed, his successor appointed at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. The cause for removal shall be given in writing before Directors take any action on removal. The Director being removed shall have fifteen (15) days from the date of notice received by him/herself to

answer the charge(s) for removal. The President will call a Board meeting after he received the rebuttal and discuss the reason for removal and reply by the Director to same. The charges shall become part of the minutes and vote of each Director shall be recorded in the minutes.

Section 18

President

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

Section 19

Vice President

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

Section 20

Secretary

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

Section 21

Treasurer

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

Section 22

Voting by Written Instrument

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

Section 23

Amendments to By-Laws.

These By-Laws may be amended by a vote of 66-2/3% of the unit owners (62) at any regular or special meeting duly called and noticed in accordance with the provisions of Article III, Section 5 hereof, or by written vote conducted in accordance with the provisions of By-Laws, Article IV, Section 22 above

Section 24

Deleted in its entirety

Section 25

Building and Grounds

The Building and Grounds Director shall be in charge of and have the responsibility of inspecting the common elements, which the Association has a responsibility for and report to the Directors at Board Meetings. He/she shall take necessary action to maintain the common elements as required within the budget limitation.

He/she will be assisted in these duties by the Agent, Property Manager, if agent is under contract to the Association. All complaints, problems shall be reported to him/her. In their absence, the problems shall be reported to the President. The Director shall have the responsibility of reporting all problems the Board cannot handle to the Management Agent. He/she is responsible for soliciting contracts for work in common elements. Minimum of three (3) bids required of any contract costing One Thousand (\$1,000.00) Dollars or more and a one-year warrantee. This does not prohibit other Directors or owners from soliciting bids and submitting them to Building and Grounds Director.

Section 26

Contract and Budget Review

During the October Board Meeting the proposed budget requiring owner's approval at the Annual Meeting will be presented and discussed by owners and the Board of Directors. Widespread dissemination other than just posting on bulletin board shall be distributed notifying owners the purpose of this meeting.

Section 27

Mismanagement of Funds

If it is determined that the Management Agent has mismanaged funds during any month, payment of the management fee will be withheld until restitution is made to the Association and the Directors are satisfied all restitution has been made.

Section 28

Management Agent Contract

The Management contract shall have a statement in effect that states; The Management Agent hereby declares that they have read the Association Declaration, Articles of Incorporation and By-Laws and will abide by same.

Section 29

Resale and Lease

A majority of the Board is required to approve or disapprove the resale or lease form submitted by the Owner to the Board of Directors. All Board members shall be given the opportunity to sit in on the interview. Disapproval shall be stated as an addendum to the form giving the reason and signed and dated by the Directors disapproving the request. These signed forms will remain in Association files until the unit is resold or new leasee occupy the unit or as required by the Condominium Act. A copy of the recorded deed shall be furnished to Directors and kept in the Association file with the owner/leasee file.

Section 30

Adoption of By-Laws

The foregoing was adopted as the By-Laws of VILLAGE ON THE GREEN CONDOMINIUM I ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 14th day of August, A. D. 1978.

VILLAGE ON THE GREEN CONDOMINIUM I

TRACT "C" OF VILLAGE ON THE GREEN; P.B. , PAGES SECTION 30 AND 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST CLEARWATER, PINELLAS COUNTY, FLORIDA

DESCRIPTION OF ALL LANDS THAT MAY BECOME PART OF VILLAGE ON THE GREEN CONDOMINIUM I

A tract of land lying in the SW 1/4 of Section 30, and the NW 1/4 of Section 31, Township 28 South, Range 16 East, in Clearwater, Pinellas County, Florida, being more particularly described as follows:

Commencing at the SW corner of Section 30, Township 28 South, Range 16 East; thence S 74°54'07" E, for 882.20 feet, to a POINT OF BEGINNING; thence NORTH, for 299.75 feet; thence N 54°55'11" E, for 61.25 feet; thence N 17°10'16" E, for 33.03 feet; thence N 09°06'24" E, for 113.54 feet; thence N 07°43'50" E, for 107.59 feet; thence N 01°44'11" E, for 139.14 feet; thence N 10°02'00" E, for 47.88 feet; thence N 00°06'56" E, for 101.08 feet; thence N 04°51'12" E, for 111.18 feet; thence NORTH, for 61.87 feet; thence N 13°32'52" W, for 122.14 feet; thence N 32°27'10" W, for 82.56 feet; thence N 50°59'26" W, for 135.10 feet; thence N 37°27'47" W, for 47.02 feet; thence N 30°00'00" E, for 217.65 feet; thence N 70°34'00" W, for 101.08 feet; thence by a curve to the right, radius 510.00 feet, central angle 77°50'12", arc length 692.84 feet, to a point of tangency; thence by a curve to the left, radius 440.00 feet, central angle 18°50'02", arc length 61.84 feet, to a point of tangency; thence S 07°22'12" E, for 150.00 feet, to a point of tangency; thence by a curve to the left, radius 440.00 feet, central angle 17°04'07", arc length 121.08 feet, to a point of tangency; thence S 17°26'19" E, for 182.94 feet, to a point of curvature; thence by a curve to the right, radius 110.00 feet, central angle 92°34'56", arc length 662.50 feet to the POINT OF BEGINNING. Containing 7.22 Acres more or less.

DEDICATION
 Know all men by these presents that we Frank Macagnone, Division President and Pamela M. Droste, Division Secretary of U.S. Home Corporation, owner of the above described land, have caused the land embraced in the plat to be surveyed, laid out and platted as "VILLAGE ON THE GREEN CONDOMINIUM I" pursuant to Florida Statute 719.104.

Witness _____ Frank Macagnone
 Division President

Witness _____ Pamela M. Droste
 Division Secretary

ACKNOWLEDGEMENT:
 STATE OF FLORIDA S.S.
 COUNTY OF PINELLAS S.S.
 I hereby certify that on this _____ day of _____, 1978 A.D., before me a Notary Public, in and for said county personally appeared Frank Macagnone, Division President and Pamela M. Droste, Division Secretary of U.S. Home Corporation, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing dedication and they acknowledge the execution thereof to be their own free act and deed.

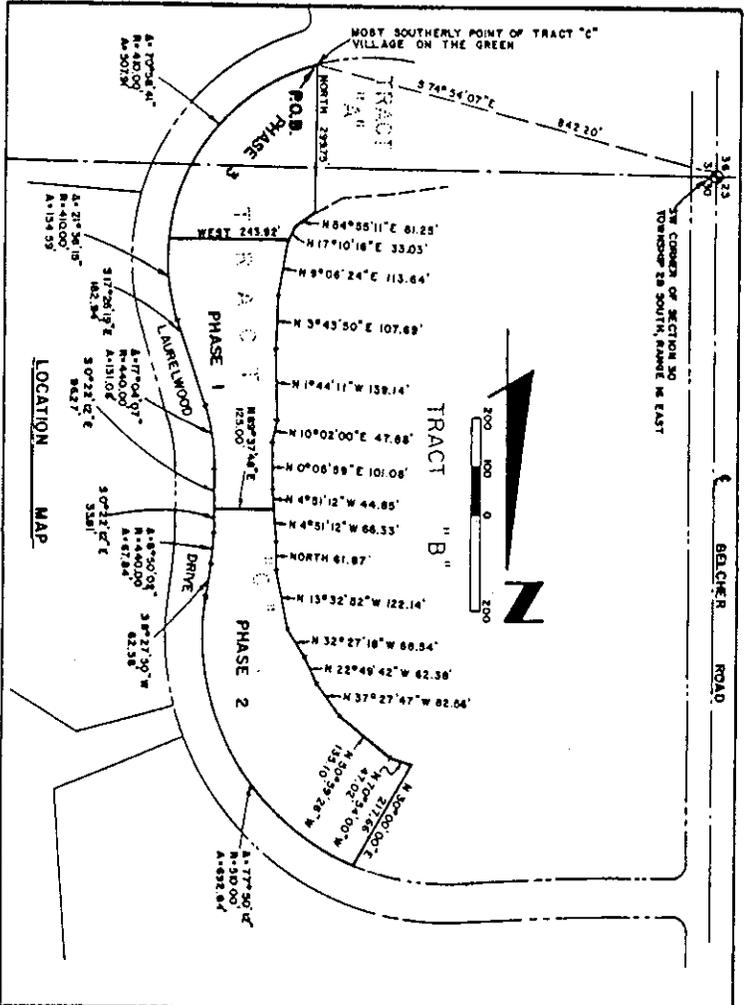
My Commission Expires _____ at Large

Notary Public, State of Florida

SURVEYOR'S CERTIFICATE

I hereby certify that on this _____ day of _____, 1978, the property described herein was staked and that the dimensions and bearings are correct. I further certify that the construction of the improvements is substantially complete so that the material, together with the provisions of the declaration of 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.

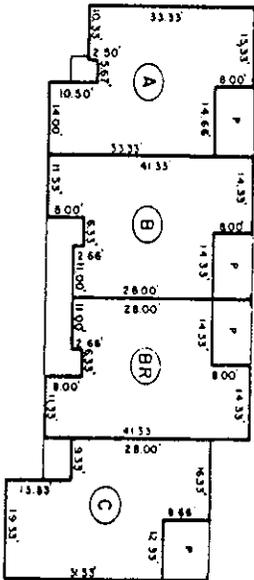
WILLIAM E. SHANE
 Professional Land Surveyor #2513
 State of Florida



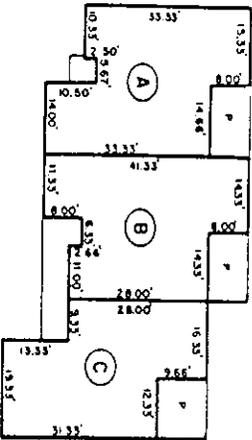
VILLAGE ON THE GREEN CONDOMINIUM I

A PHASE CONDOMINIUM

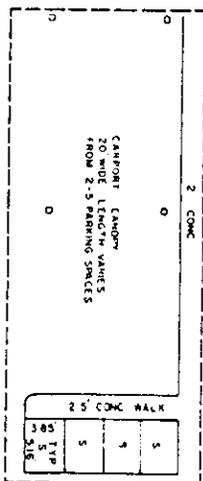
TRACT "C" OF VILLAGE ON THE GREEN; PB. , PAGES
SECTION 30 AND 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST
CLEARWATER, PINELLAS COUNTY, FLORIDA



TYPICAL 4 UNIT BUILDING



TYPICAL 3 UNIT BUILDING



TYPICAL CARPORT

GENERAL NOTES

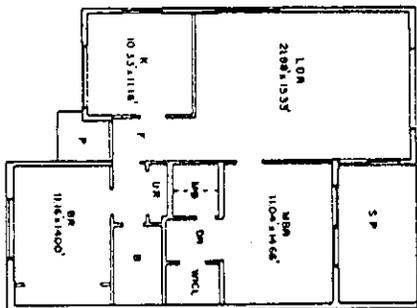
- The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for all like units. These dimensions are based on drawings, plans, and data prepared by "the design advocates, inc." Architects and are field checked by Post, Buckley, Schuh & Jernigan, Inc. during construction. Field dimensions are in substantial compliance with these plans except for minor deviations due to normal construction practices.
- Typical units as shown on this sheet may appear reversed (reflected) as shown on the respective Phase Plans.
- Covered parking spaces, patios, and storage areas are designated as Limited Common Elements for the exclusive use of the unit owners of the units to which the respective covered parking spaces, patios, and storage areas are assigned.
- Letters within ovals designate individual unit types; e.g. A, B and C. AB, DB and CB, as shown on this and the following three sheets indicates unit type reversed (mirrored).
- Building number and individual unit designation are shown for each unit and are indicated by a numeral, dash and letter. e.g. 1-A, 1-B, 1-C and 1-D.
- All boundary walls are common elements.
- Interior ceiling heights vary from a minimum of 7 feet to a maximum of 8 feet above the finished floor elevations.
- "G" indicates a general parking space.

VILLAGE ON THE GREEN CONDOMINIUM I

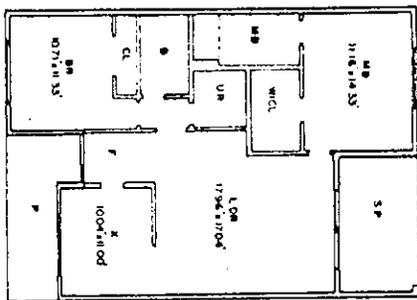
A PHASE CONDOMINIUM

TRACT "C" OF VILLAGE ON THE GREEN; PB. , PAGES
SECTION 30 AND 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST
CLEARWATER, PINELLAS COUNTY, FLORIDA

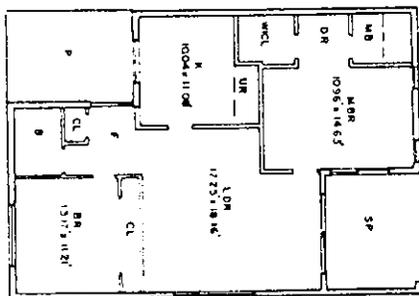
Note: Typical unit diagrams, i.e., dimensions and locations of interior portion walls taken from architectural plans by the design addressee, inc., only interior boundary walls are verified according to General Note 1, Sheet 2 of 6.



TYPICAL UNIT "A"



TYPICAL UNIT "B"



TYPICAL UNIT "C"

LEGEND

MBR	Master Bedroom
BR	Bedroom
MB	Master Bathroom
B	Bathroom
LDR	Living & Dining Room
K	Kitchen
DR	Dressing Room
SP	Screen Porch
CL	Closet
WICL	Walk-In-Closet
F	Foyer
H	Hall
UR	Utility Room
P	Porch

VILLAGE ON THE GREEN CONDOMINIUM I

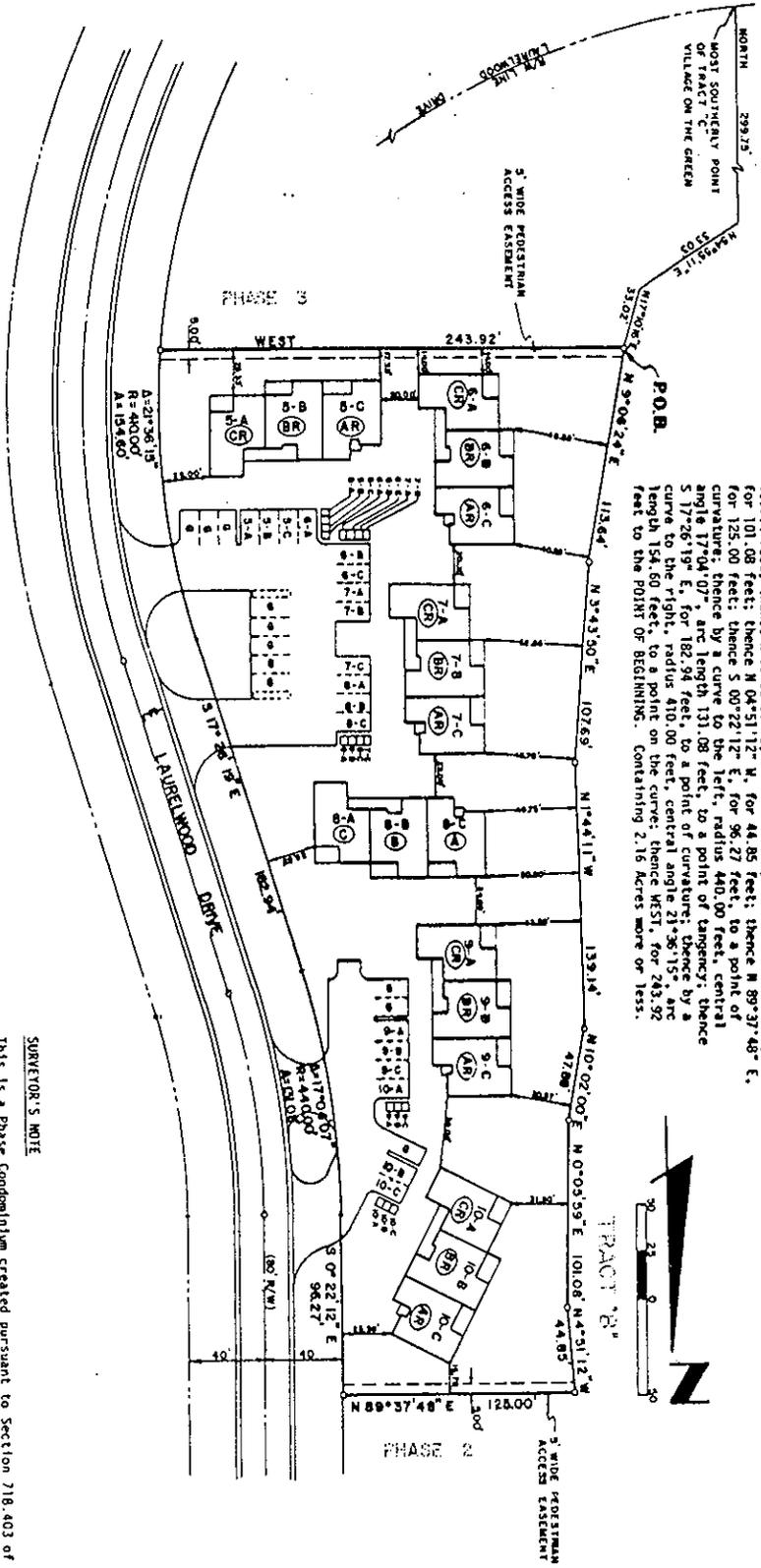
A PHASE CONDOMINIUM

TRACT "C" OF VILLAGE ON THE GREEN; PB. , PAGES SECTION 30 AND 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST CLEARWATER, PINELLAS COUNTY, FLORIDA

DESCRIPTION OF LAND INCLUDED IN PHASE 1

A tract of land lying in the SW 1/4 of Section 30, Township 28 South, Range 16 East, in Clearwater, Pinellas County, Florida; being more particularly described as follows:

Commencing at the SW corner of Section 30, Township 28 South, Range 16 East; thence S 74°54'07" E, for 842.20 feet; thence North, for 299.75 feet; thence N 54°55'11" E, for 61.25 feet; thence N 17°10'16" E, for 33.03 feet, to a POINT OF BEGINNING; Thence N 09°06'24" E, for 113.64 feet; thence N 03°43'50" E, for 107.69 feet; thence N 01°44'11" N, for 139.14 feet; thence N 10°02'00" E, for 47.88 feet; thence N 00°05'59" E, for 101.08 feet; thence N 04°51'12" N, for 44.85 feet; thence N 89°37'48" E, for 125.00 feet; thence S 00°22'12" E, for 96.27 feet, to a point of curvature; thence by a curve to the left, radius 440.00 feet, central angle 17°04'07", arc length 131.08 feet, to a point of tangency; thence by a curve to the right, radius 410.00 feet, central angle 21°36'15", arc length 154.60 feet, to a point on the curve; thence WEST, for 243.92 feet to the POINT OF BEGINNING. Containing 2.16 Acres more or less.



UNIT NUMBER	FINISHED FLOOR ELEVATIONS
5-A	8'-8"
5-B	8'-8"
5-C	8'-8"
6-A	8'-8"
6-B	8'-8"
6-C	8'-8"
7-A	7'-8"
7-B	7'-8"
7-C	7'-8"
8-A	8'-8"
8-B	8'-8"
8-C	8'-8"
9-A	9'-8"
9-B	9'-8"
9-C	9'-8"
10-A	10'-3"
10-B	10'-3"
10-C	10'-3"

SURVEYOR'S NOTE

This is a Phase Condominium created pursuant to Section 718.403 of the Condominium Act. Phases 2 and 3 may be added by amendment as provided therein.

P
S
J

POST, BUCKLEY, SCHUH, & JENNIGAN, INC.
CONSULTING ENGINEERS, SURVEYORS AND PLANNERS
2380 W.S. HWY. 19 N. CLEARWATER, FLA. 3380

VILLAGE ON THE GREEN CONDOMINIUM I

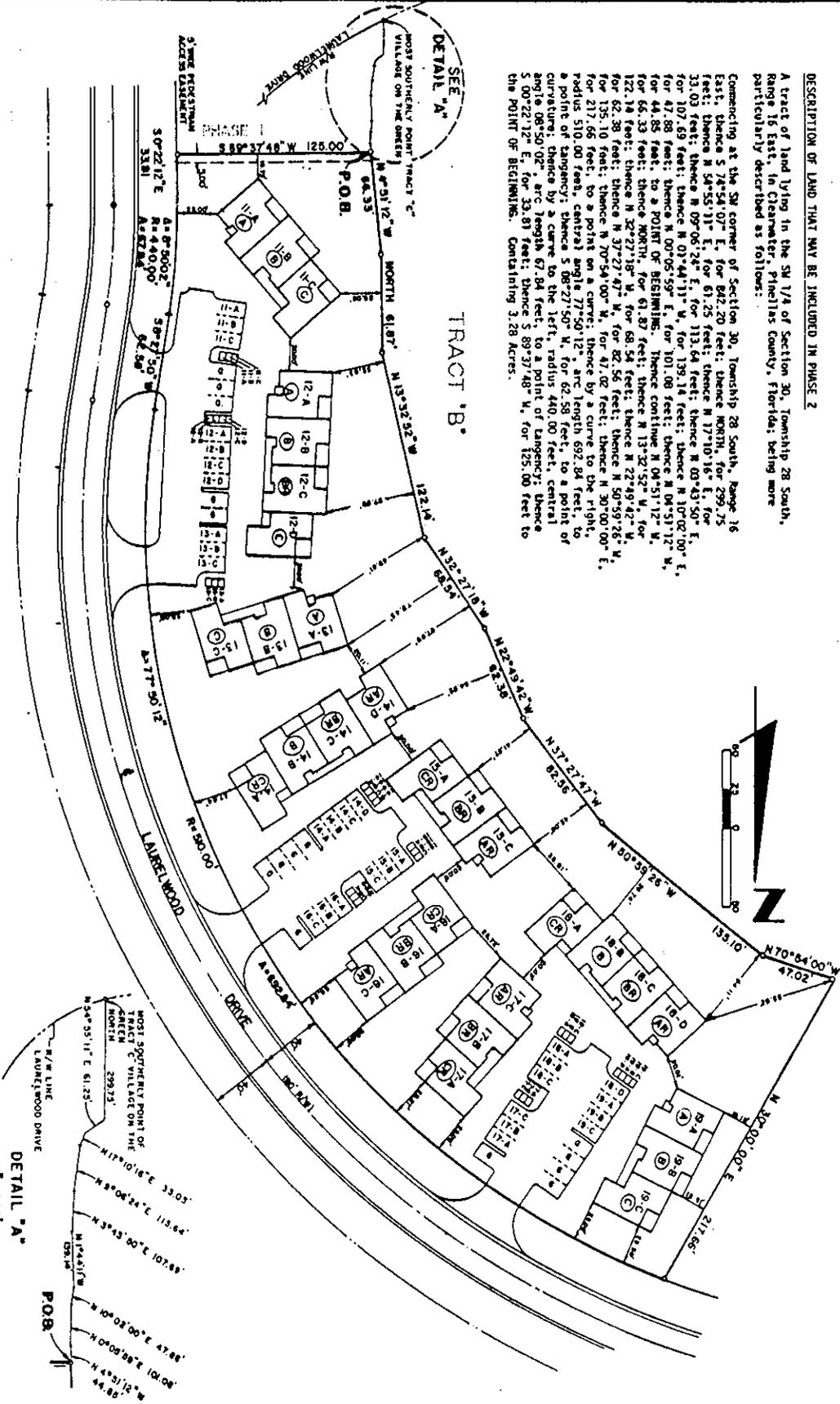
A PHASE CONDOMINIUM

TRACT "C" OF VILLAGE ON THE GREEN; PB. , PAGES SECTION 30 AND 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST CLEARWATER, PINELLAS COUNTY, FLORIDA

DESCRIPTION OF LAND THAT MAY BE INCLUDED IN PHASE 2

A tract of land lying in the SW 1/4 of Section 30, Township 28 South, Range 16 East, in Clearwater, Pinellas County, Florida; being more particularly described as follows:

Commencing at the SW corner of Section 30, Township 28 South, Range 16 East; thence S 74°54'07" E, for 842.20 feet; thence NORTH, for 299.75 feet; thence N 54°55'11" E, for 61.25 feet; thence N 17°10'16" E, for 33.03 feet; thence N 09°06'24" E, for 113.64 feet; thence N 03°43'50" E, for 107.69 feet; thence N 07°44'11" W, for 139.14 feet; thence N 10°02'00" E, for 47.88 feet; thence N 00°05'59" E, for 101.08 feet; thence N 04°51'12" W, for 66.33 feet; thence NORTH, for 61.87 feet; thence N 13°32'52" W, for 122.14 feet; thence N 32°27'18" W, for 82.56 feet; thence N 22°49'42" W, for 135.10 feet; thence N 70°54'00" W, for 47.02 feet; thence N 30°00'00" E, for 62.38 feet; thence N 37°27'47" W, for 82.56 feet; thence N 50°59'26" W, for 217.66 feet; to a point on a curve; thence by a curve to the right, radius 510.00 feet, central angle 77°50'12", arc length 692.84 feet, to a point of tangency; thence S 08°27'50" W, for 62.58 feet; to a point of curvature; thence by a curve to the left, radius 440.00 feet, central angle 08°50'02", arc length 67.84 feet; to a point of tangency; thence S 00°22'12" E, for 33.81 feet; thence S 89°37'48" W, for 125.00 feet to the POINT OF BEGINNING. Containing 3.28 Acres.



POST, BUCKLEY, SCHUB & JERNIGAN, INC.
CONSULTING ENGINEERS, ARCHITECTS AND PLANNERS
2380 U.S. HWY. 19 N., CLEARWATER, FLA. 33839
SHEET 5 OF 6

