

**AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OF
ST. TROPEZ CONDOMINIUM IV
ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

[ARTICLE] XIII

LEASE OR RENTAL OF CONDOMINIUM UNITS

Units may be leased or rented. The lease of a unit permitted by this Article, however, shall not discharge the unit owner thereof from compliance with any of his obligations and duties as a unit owner. Moreover, all of the provisions of this Declaration, the Articles of Incorporation and By Laws of the Association, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a unit as a tenant to the same extent as against a unit owner and any lease or rental agreement shall be deemed to include these Condominium documents by reference without the necessity of specific reference thereto and shall bind such tenant to the terms and conditions thereof.

1. Exemption of Association. The Association is exempt from the restrictions set forth in Article XIII.
2. Leasing Limitation. No Unit may be leased or rented during the first twelve (12) months of ownership, where the transaction takes place as the result of a voluntary conveyance. The Board shall have the authority to allow reasonable exceptions to this requirement due to the death or disability of the owner or where a foreclosure takes place. The Board may promulgate rules, including guest registration, to maintain the integrity of this restriction.
3. Power and Right to Approve or Disapprove Sales, Transfers and Leases. No Unit may be sold, transferred or leased without prior approval of the Association. The Association has the power and authority to approve or deny any proposed sale, transfer or lease of a Unit as set forth herein. For purposes of Article XIII and its subsections, a lease shall mean any conveyance of a Unit Owner's right to use and occupy his/her Unit for thirty (30) days or more while still retaining his/her ownership of the Unit. Only entire Units may be leased and subleasing of Units is not permitted. Only the tenant(s) named on the lease may reside in the Unit under authority of any lease. All leases submitted to the Association for approval must contain provisions requiring each tenant to comply with and abide by all provisions of this Declaration, the Bylaws, the Articles of Incorporation 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 any such lease agreement and evict the tenant(s) in the event of a violation by the tenant(s) of any lease provisions, this Declaration, the Bylaws, the Articles of Incorporation, the Rules and Regulations of the Association, or the law. Approval for proposed sales, transfers and leases shall be obtained in the following manner: