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Return to:
This Instrument Prepared By:
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Suite A
2515 Countryside Boulevard
Clearwater, Florida 33575

The Plats of this Condominium
are recorded in Condominium
Plat Book 78, at page 48-50 Public
Records of Pinellas County,
Florida

DECLARATION OF CONDOMINIUM

OF

ST. TROPEZ CONDOMINIUM IV

This Declaration of Condominium made this 19th day of July, 1984, by U. S. HOME CORPORATION, a Delaware corporation qualified to do business in Florida, hereinafter referred to as "DEVELOPER", for itself and its successors and assigns.

W I T N E S S E T H :

WHEREAS, DEVELOPER is the owner of the real property located in Pinellas County, Florida, described in Exhibit "A", attached hereto and by reference made a part hereof; and

WHEREAS, DEVELOPER now desires to create ST. TROPEZ CONDOMINIUM IV, by submitting the real property described in Exhibit "A" attached hereto and by reference made a part hereof, together with all improvements to be constructed thereon, to Condominium ownership and use pursuant to Chapter 718, Florida Statutes (1983); and

NOW, THEREFORE, DEVELOPER hereby makes the following Declaration of Condominium.

I.

SUBMISSION STATEMENT

U. S. HOME CORPORATION, a Delaware corporation qualified to do business in Florida, being the owner of record of the fee simple title to the real property situate, lying and being in Pinellas County, Florida, as more particularly described and set forth as the Condominium Property in the Legal Description which is attached hereto as Exhibit "A" and the Survey which is attached hereto as Exhibit "B", together with the improvements thereon contained, hereby states and declares that said real property, together with improvements thereon, is submitted to condominium ownership, pursuant to Chapter 718, Florida Statutes (1983), hereinafter referred to as the "Condominium Act", and the provisions of said Condominium Act as it exists as of the date of the recording hereof, and does herewith file for record this Declaration of Condominium.

II.

DEFINITIONS

As used in this Declaration of Condominium, the By-Laws, and all other Exhibits attached hereto, and all amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

1. ASSESSMENT means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit owner.

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2. ASSOCIATION means ST. TROPEZ CONDOMINIUM IV ASSOCIATION, INC., a Florida corporation not for profit, said Association being the entity responsible for the operation of the Condominium and which may be responsible for the operation and management of other condominiums.

3. ASSOCIATION PROPERTY means all real and/or personal property owned or leased by the Association.

4. BY-LAWS and ARTICLES means the By-Laws and Articles of Incorporation of the Association, as they exist from time to time.

5. COMMUNITY ASSOCIATION means the St. Tropez Community Association, Inc., a Florida corporation not for profit, and its successors and assigns.

6. COMMUNITY ASSOCIATION PROPERTY means all real and/or personal property owned or leased by the Community Association.

7. CONDOMINIUM means that form of ownership of Condominium property under which units are subject to ownership by one (1) or more owners, and there is appurtenant to each unit, as part thereof, an undivided share in the common elements, and specifically in this Declaration shall mean ST. TROPEZ CONDOMINIUM IV.

8. CONDOMINIUM ACT means and refers to the Condominium Act of the State of Florida, which is Chapter 718, Florida Statutes (1983), as of the date of this Declaration and not as thereafter amended.

9. CONDOMINIUM DOCUMENTS means this Declaration, the Articles of Incorporation, the By-Laws and all other Exhibits attached hereto, as amended.

10. CONDOMINIUM PARCEL or PARCEL means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

11. CONDOMINIUM PROPERTY means and includes the lands that are subject to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

12. COMMON ELEMENTS means the portions of the Condominium property not included in the units. The term "common elements", when used throughout this Declaration, shall mean both common elements and limited common elements, unless the context otherwise specifically requires.

13. COMMON EXPENSES means the expenses for which the units owners are liable to the Association both as provided in the Condominium Act and as otherwise additionally provided or declared by this Declaration.

14. 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.

15. DECLARATION or DECLARATION OF CONDOMINIUM means this instrument and any amendments thereto that may be recorded from time to time.

16. DEVELOPER means U.S. HOME CORPORATION, a Delaware corporation qualified to do business in Florida, its successors and assigns.

17. INSTITUTIONAL MORTGAGEE means a bank, savings and loan association, insurance company or union pension authorized to do business in the United States of America, an Agency of the United States Government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional-type lender. An individual mortgage on a unit may be placed through a mortgage or title company, which shall be deemed an institutional mortgage for the purposes hereof.

18. LEASE means the grant, either oral or in writing, by a unit owner of a temporary right of use or occupancy of the owner's unit for a valuable consideration.

19. LIMITED COMMON ELEMENTS means and includes those common elements which are reserved for the use of a certain unit or units, to the exclusion of other units.

20. MANAGEMENT AGREEMENT means and refers to that certain Agreement shown as Exhibit "L" to the Prospectus which provides for the management of the Condominium property, or any subsequent agreements of similar nature.

21. MANAGEMENT FIRM means and refers to Suncoast Management, Inc., a Florida corporation, or any other third party contracted with to manage the Condominium pursuant to the Articles of Incorporation of the Association. The Management Firm shall be responsible for the management of the Condominium property, as provided in the Management Agreement.

22. OCCUPANT means the person or persons in possession of a unit, including the unit owner or their family, lessee, invitee, licensee, agent, servant or guest.

23. TIME-SHARING ESTATE means any interest in a unit under which the exclusive right of use, possession, or occupancy of the unit circulates among the various owners of time-share estates in such unit in accordance with a fixed time schedule on a periodically recurring basis for a period of time established by such schedule.

24. UNIT or CONDOMINIUM UNIT means a unit as defined in the Condominium Act, referred hereto to each of the separate and identified units delineated in the Survey attached to the Declaration as Exhibit "B". The physical boundaries of each unit are as delineated in the Survey aforescribed and are as more particularly described in this Declaration.

25. UNIT OWNERS or GROUP OF OWNERS or OWNERS OF A UNIT or OWNERS means the owner or group of owners of a single Condominium unit and the use of the singular form "owner" shall include the plural "owners", unless the context otherwise requires.

26. OTHER DEFINITIONS. Unless otherwise defined in this Declaration or its Exhibits or the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to each of said terms by Section 718.03, Florida Statutes (1983), as said Section exists as of the date of this Declaration.

III.

NAME

The name by which this Condominium is to be identified is
ST. TROPEZ CONDOMINIUM IV.

IV.

SURVEY, PLOT PLAN, GRAPHIC DESCRIPTION
AND IDENTIFICATION OF UNITS

A. SURVEY. Exhibit "B" contains a Survey of the land, and a plot plan and, together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the common elements and each unit of the Condominium. Any and all legends and notes contained within said Exhibit "B" are incorporated herein and are made a part hereof by reference.

B. UNITS. The Condominium property consists essentially of all units and other improvements as set forth in Exhibit "B". For the purposes of identification, all the units located in the Condominium shall be given identifying numbers or letters, or both, on the Survey heretofore described as Exhibit "B". No unit shall bear the same combination of identifying numbers or letters as does any other unit. The aforesaid identifying numbers and/or letters as to the unit are also the identifying numbers as to the Condominium parcel of which the unit is a part.

C. UNIT BOUNDARIES. Each unit shall include that part of the Condominium property which lies within the boundaries of the unit, which boundaries shall be determined as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of each unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundary. The upper boundary shall be the horizontal plane of the lower surface of the unfinished ceiling slab.

(b) Lower Boundary. The lower boundary shall be the horizontal plane of the upper surface of the unfinished floor slab.

2. Perimetrical Boundaries. The perimetrical boundaries of each unit shall be the following boundaries extended to an intersection with the upper and lower boundaries.

(a) Exterior Building Walls. As to exterior building walls, such boundary shall be the intersecting vertical planes of the interior unfinished surfaces of such walls to a point where such walls are intersected by a common interior building wall as hereinafter described. All doors, whether they are glass or otherwise, which are in the perimeter walls of a Unit shall be a part of the unit up to the exterior unfinished surface.

(b) Common Interior Building Walls. As to interior building walls which are in common with two (2) or more units, such boundary shall be the vertical planes of the interior unfinished surfaces of such walls bounding a unit extended to intersections with other perimetrical boundaries.

(c) Balconies and Patios. Balconies and patios shall be a limited common element to those units which they abut, the use of which is restricted to the units to which they abut. Maintenance and upkeep of each patio or balcony shall be the exclusive responsibility of the Unit Owner or Owners to which such patio or balcony is appurtenant.

V.

OWNERSHIP OF COMMON ELEMENTS
AND TIME-SHARE ESTATES

A. UNIT'S INTEREST. The undivided interest in the common elements and common surplus which is appurtenant to each unit is set forth in the schedule contained in Exhibit "C", attached hereto and by reference made a part hereof.

B. UNIFICATION. The fee title to each Condominium parcel shall include both the Condominium unit and the above undivided interest in the common elements, as set forth in Section A of this Article V, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective Condominium unit. Any attempt to separate the fee title to a Condominium unit from the undivided interest in the common elements appurtenant to the unit shall be null and void.

C. TIME-SHARE ESTATES. No time-share estates may be created with respect to any unit in the Condominium.

VOTING RIGHTS

A. VOTING-MEMBER. There shall be one (1) person with respect to each unit in each Condominium which is operated by the Association who shall be entitled to vote at any meeting of the Association and such person shall be known, and is hereinafter referred to as a "Voting Member". If a unit is owned by more than one (1) person, the owner of said unit shall designate one (1) of them as the Voting Member, or in the case of a corporate unit owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association.

B. VOTE INDIVISIBLE. Whenever in Chapter 718, Florida Statutes (1982), the term member, unit owner, unit owners, or fractions necessary for voting upon passing or defeating any particular issue or matter, such term, unless otherwise specifically provided to the contrary in express language by Chapter 718, Florida Statutes (1982), or current ruling case law on point, or this Declaration or Exhibits hereto, shall be and be construed to mean Voting Member as defined in Section A of this Article VI.

VII.

COMMON EXPENSES AND COMMON SURPLUS

A. UNIT'S SHARE. The common expenses of the Condominium, including those under the Management Agreement attached to this Declaration, shall be shared by the unit owners as specified and set forth in the same proportions as the units' respective undivided interest in the common elements as set forth in Section A of Article V of this Declaration. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium parcel, its location, or the square footage included in the Condominium unit.

B. CREATION OF SURPLUS. Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their share in the common expenses.

C. ASSESSMENT GUARANTEE. The DEVELOPER guarantees that the assessment for common expenses for each unit of the Condominium which is owned by persons other than DEVELOPER shall not increase over the sum of Seventy-four and 00/100 Dollars (\$74.00) per month until the first full calendar month after twelve (12) months from the date of recording of this Declaration, whereupon said guarantee shall terminate and DEVELOPER shall be obligated to pay any amount of common expenses of the Condominium incurred during said guarantee period which is not produced by the assessments at the guaranteed level receivable from unit owners other than DEVELOPER. DEVELOPER is hereby excused from any obligation to pay the share of common expenses which would have been assessed against units by DEVELOPER during said guarantee period.

D. RECORDS AND ACCOUNTING. At such time as this Declaration shall be recorded, naming the Association as its managing entity, books and records shall be maintained by the Association as follows:

1. General. Memorandum books and records shall reflect general operating expenses, and Association expenses and all revenues collected.

2. Contents. All said accounting records shall be maintained by the Association in accordance with good accounting practices and shall include a record of all receipt and expenditures and an account for each unit which shall designate the name and unit designation or address of the unit owner, the amount of each assessment, the dates and amounts in which assessments come due, the amount paid upon account and the balance due.

VIII.

METHOD OF AMENDMENT OF DECLARATION

A. GENERALLY. Except as specifically provided in other provisions of this Declaration, this Declaration may be amended at any regular or special meeting of the units owners, called and convened in accordance with the By-Laws, by the affirmative vote of two-thirds (2/3) of the total vote of the Voting Members of the Association.

B. METHOD AND CONTENTS. All amendments shall be recorded and certified as required by the Condominium Act. No amendment shall change any Condominium parcel or unit's proportionate share of the common expenses or common surplus or the voting rights appurtenant to any unit, unless the record owners of all the units affected by such amendment and all Institutional Mortgagees of record thereof shall join in the execution of the amendment. No amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgagees or change the provisions of this Declaration with respect to Institutional Mortgagees without written approval of all Institutional Mortgagees of record affected by such amendment, nor shall the provisions of Sections C and D of Article XII of this Declaration be changed without the written approval of all Institutional Mortgagees of record.

C. EFFECT UPON DEVELOPER. Notwithstanding the foregoing provisions of this Article VIII, no amendment to this Declaration or Exhibit thereto shall change any rights or privileges of DEVELOPER without DEVELOPER'S written approval.

D. DEVELOPER AMENDMENTS. DEVELOPER reserves the following rights with regard to amending this Declaration and Exhibits hereto:

1. DEVELOPER has the right, pursuant to Section 718.110, Florida Statutes (1982), to amend, from time to time, any and all portions of this Declaration of Condominium and Exhibits hereto without the consent of the unit owners unless such amendment, even with the rights of the DEVELOPER retained hereby, would otherwise be in direct violation of an express provision of the Condominium Act to the contrary.

2. DEVELOPER reserves the exclusive right, without the joinder or consent of any present or future unit owners or voting members, to amend this Declaration from time to time for the purposes of changing in any manner the configuration or size of any Condominium unit or in any manner altering or modifying the appurtenances to any Condominium unit provided such unit has not been conveyed by DEVELOPER to a third party prior to such amendment.

IX.

BY-LAWS

A. EFFECT. The operation of the Condominium property shall be governed by the By-Laws of the Association, which are set forth in Exhibit "E", attached hereto and by reference made a part hereof.

B. AMENDMENT. No modification or amendment of the By-Laws of said Association shall be valid unless set forth in or attached to a duly recorded amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no amendment of said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium parcel or which

would change the provisions of the By-Laws with respect to Institutional Mortgagees of record. No amendment shall change the rights or privileges of DEVELOPER without DEVELOPER'S written consent.

X.

ASSOCIATION

A. GENERALLY. The operating entity of the Condominium shall be ST. TROPEZ CONDOMINIUM IV ASSOCIATION, INC., a Florida corporation not for profit, which is responsible for the operation of the Condominium Property and Association Property. The Association shall have all of the powers and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association and the Articles of Incorporation of the Association, a copy of said Articles of Incorporation being Exhibit "D" attached hereto and by reference made a part hereof, and all of the powers and duties necessary to operate the Condominium, as set forth in this Declaration, the Articles of Incorporation and the By-Laws, as they are now or may be amended from time to time.

B. COMMUNITY ASSOCIATION.

1. Generally. The St. Tropez Community Association, Inc., a Florida corporation not for profit, hereinafter referred to as the "Community Association", has been established to administer, operate and maintain certain land and facilities as more particularly described in the Declaration of Covenants, Conditions and Restrictions as recorded in Official Records Book 5639 at Pages 1699 through 1719, inclusive, Public Records of Pinellas County, Florida, and all Amendments thereto, if any, which are made from time to time, all of which are hereinafter collectively referred to as the "Restrictions". A copy of the Restrictions and amendments thereto, if any, are shown as Exhibit "F" to the condominium prospectus. A copy of the Articles of Incorporation of the Community Association is attached hereto as Exhibit "G" and by reference made a part hereof. A copy of the By-Laws of the Community Association is attached hereto as Exhibit "H" and by reference made a part hereof.

2. Community Facilities. The Restrictions provide for the Community Association to maintain and operate certain recreational facilities referred to therein as "Community Facilities" which shall be used in common by the unit owners in this Condominium and other members of the Community Association. All costs, fees and assessments for which any unit owner in this Condominium or the Condominium Association may be obligated by virtue of the Restrictions, this Declaration or any Exhibits thereto with regard to the Community Association and the Community Facilities maintained and operated by the Community Association shall be and are hereby deemed to be a common expense of this Condominium. The Community Facilities are not part of this Condominium and the right to use the Community Facilities is derived from the Restrictions only.

3. Future Additions. The DEVELOPER shall have the right to annex one (1) or more parcels of additional land by virtue of making them subject to the Restrictions and the jurisdiction of the Community Association without the consent of the unit owners as such rights have been reserved in the Restrictions. In no event, however, shall more than two hundred sixteen (216) Condominium units, including those contained in this Condominium, be entitled to the use of the Community's Facilities. No commitment, warranty or representation is made by the DEVELOPER, however, that such other Condominium units will hereafter be constructed or made subject to the Restrictions or in the jurisdiction of the Community Association.

4. Membership and Voting Rights. Each unit owner shall automatically become and remain a member of the Community Association as long as he owns a unit. The unit owner's membership shall automatically terminate upon termination of his interest in the unit, and

thereupon automatically transfer to and inure to the successor unit owner. Each unit shall have a one (1) Class A vote in the Community Association, with voting rights to be exercised as set forth in the Restrictions and Articles of Incorporation and By-Laws of the Community Association.

5. Assessments. The Restrictions provide for the making and collecting of assessments against unit owners, as Community Association members, for the expenses of operating the Community Association, maintaining the Community Facilities, and otherwise carrying out the duties and responsibilities of the Community Association under the Restrictions. The Community Association has been granted a lien by the Restrictions against each unit in the Condominium, and other rights, to secure payment of any assessment or other amounts due with respect to such unit. The DEVELOPER'S obligation for payment of assessments is set forth in the Restrictions.

6. Community Facilities; Non-Exclusive Easement. Each unit owner, as a member of the Community Association, is granted a non-exclusive right and easement of use and enjoyment as to the Community Facilities, subject to the terms of the Restrictions. The Community Facilities are more particularly described in the Restrictions, and include, without limitation, one (1) unlighted natural area located on land described as "Natural Area" in Exhibit "B" to this Declaration; an unheated swimming pool and pavilion located on the land described as "Recreation Area A" in Exhibit "B" to this Declaration; a portion of the paved and landscaped roadways described as "Ingress & Egress A", "Ingress & Egress B", "Ingress & Egress C", "Ingress & Egress D" and "Ingress & Egress E" described in Exhibit "B" to this Declaration; the land described as "Recreation Add-On Property" in Exhibit B to this Declaration and certain irrigation and sprinkler facilities. The DEVELOPER shall have the right, but without obligation, at any time prior to December 31, 1990, to: (i) improve additional roadways and ingress and egress ways with paved asphalt roads, landscaping, curbing, irrigation and sprinkler facilities similar to those located or constructed on "Ingress and Egress A", "Ingress and Egress B", "Ingress and Egress C", "Ingress and Egress D", and "Ingress and Egress E" as described on Exhibit "B"; and (ii) extend and improve the existing irrigation and sprinkler facilities. The permitted improvements referred to in the foregoing sentence are more particularly described in the Restrictions. The DEVELOPER neither commits, warrants or represents to make any of the permitted improvements. The real property described as "Ingress and Egress E" is included in the Condominium Property. The Community Association and all other Condominiums which are or may hereafter belong to the Community Association have been granted an easement for ingress and egress over the real property described as "Ingress and Egress A", "Ingress and Egress B", "Ingress and Egress C", "Ingress and Egress D" and "Ingress and Egress E", as shown on Exhibit B and as more particularly described on Exhibit A-1 attached hereto and incorporated herein by reference. The costs of maintenance, repair and replacement of "Ingress and Egress A", "Ingress and Egress B", "Ingress and Egress C", "Ingress and Egress D" and "Ingress and Egress E" will be an expense of the Community Association, and the Community Association will provide said maintenance, repair and replacement.

C. OTHER CONDOMINIUMS. The Association may, at the sole option of DEVELOPER, operate one (1) or more Condominiums in addition to this Condominium provided that the maximum number of units in all Condominiums operated by this Association shall not exceed two hundred sixteen (216) units.

D. EFFECT OF DOCUMENTS ON OWNERS. Every owner of a Condominium parcel, whether the title has been acquired by purchase, gift, conveyance, transfer by operation of law, or otherwise, and every lessee, invitee, licensee, agent, servant, guest and family member of any owner shall be bound by the By-Laws and Articles of Incorporation of the Association and the Community Association, the provisions of this Declaration, the Management Agreement, the Restrictions and all amendments, if any, thereto and all Rules and Regulations passed by the Association and the Community Association in accordance with their authority to adopt such Rules and Regulations.

XI.

MAINTENANCE, ALTERATION AND IMPROVEMENT

The responsibility for the maintenance of the Condominium Property and Association Property, and the provisions regarding the alteration and improvement thereof, shall be as follows:

1. Common Elements.

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and the expense associated therewith shall be designated as a common expense, other than those expenses specifically provided to be paid by the individual unit owner in this Article.

(b) Alteration and Improvement. After the completion of the improvements, including the common elements, contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements of this Condominium without prior approval in writing by the owners of not less than sixty-six and two-thirds (66 2/3) percent of the common elements, except as provided by the By-Laws. No such alteration or improvement may interfere with the rights of any unit owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company, savings and loan association, or other institutional first mortgagee that acquires its title as a result of owning a mortgage upon the unit owned, unless such institutional mortgagee, as owner, shall approve the alteration or improvement, and this shall be so whether the title is acquired through foreclosure proceedings or by a deed from the mortgagor in lieu thereof. The share of any cost not so assessed shall be assessed to other unit owners in the proportion that their shares in the common elements bear to each other. There shall be no change in the shares and rights of unit owners in the common elements altered or further improved, whether or not the unit owner contributes to the cost of such alteration or improvements. This Section shall have no application to the rights vested in the DEVELOPER pursuant to any other provision of this Declaration.

2. Units.

(a) By the Association. The Association shall maintain, repair and replace as part of the common expense all common elements, and all incidental damage caused to a unit by reason of the maintenance, repair or replacement which is the responsibility of the Association. This provision excludes from its coverage any air handling equipment for space cooling or heating and related equipment providing service to an individual unit.

(b) By the Unit Owner. The responsibility of the unit owner shall include, but not be limited to, the following:

(1) The maintenance, repair and replacement at his sole expense, of those items which serve only his unit including, but not limited to, exterior and interior doors; windows; screens; glass; fixtures; air conditioner, including compressor; heat pump and related space cooling and air handling equipment; hot water heaters; refrigerators; dishwashers; other appliances; drains, plumbing fixtures and connections; and all portions of the interior surfaces of all walls, floors, ceilings, and all other portions of his unit except the portions specifically stated to be maintained, repaired and replaced by the Association; all improvements to such interior walls, floors and ceilings such as wallpaper, paint, plaster, carpeting, tiles, and all

other finishing materials affixed or installed as part of the physical structure of the unit; and all immediately visible fixtures, mechanical systems and equipment installed for the sole and exclusive use of the unit, including, but not limited to, air handling equipment for space cooling and heating, hot water heater and range, commencing at the point of disconnection from the structural body of the Condominium building and from the utility lines, pipes, or systems serving the unit. No pipes, wires, conduits or other utility lines or installations constituting a part of the overall system designed for the service of any particular unit, or any of the structural members or portions of any kind, including fixtures and appliances within the unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any unit.

3. Association Property. Association Property shall be maintained, repaired and replaced at the expense of the Association and all costs incurred in connection therewith shall be a common expense of the Condominium.

4. Community Association Property. Community Association Property shall be maintained, repaired and replaced by the Community Association and all costs incurred in connection therewith which are either Association expense or unit owner expense pursuant to the Restrictions shall be a common expense of the Condominium. In addition, the Community Association shall maintain that part of the real property identified as the "Berm" as shown on Exhibit B to this Declaration, which has been submitted to Condominium ownership pursuant to the Condominium Act, and all costs incurred in connection therewith shall be a common expense of the Condominium.

XII. ASSESSMENTS

A. GENERALLY. The Board of Directors shall, with the assistance of the Management Firm, fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium, and such other sums as are specifically provided for in this Declaration, By-Laws and all other Exhibits attached hereto, for such period of time as provided in the Management Agreement and any subsequent or substitute agreement of similar nature. The Association, through its Board of Directors, shall have the sole power to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium and such other assessments as are specifically provided for in this Declaration, By-Laws and all other Exhibits attached hereto, but may be assisted in the determination thereof by the Management Firm. The procedure for the determination of all such assessments shall be as set forth in this Declaration, By-Laws and all other Exhibits attached hereto.

B. METHOD; DELINQUENCIES. The common expenses shall be assessed against each Condominium unit and owner as provided for in Article VII of this Declaration. Assessments and installments that are unpaid for over ten (10) days after due date shall bear interest at the rate of ten (10) percent per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of Twenty-Five Dollars (\$25.00) shall be due and payable on each individual unpaid assessment. Regular assessments shall be due and payable on the first (1st) day of each calendar month.

C. ASSESSMENT LIENS. The Association and the Management Firm on behalf of the Association, as long as a Management Agreement remains in effect, shall have a lien on each Condominium parcel for unpaid assessments, together with the aforesaid interest thereon and late charges, and against the unit owner of such Condominium parcel, together with a lien on all tangible personal property located on and within said parcel and unit thereon, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens

of record. Reasonable attorney's fees and recording fees incurred by the Association or Management Firm incident to the collection of such delinquent, unpaid assessments or the enforcement of such lien, together with all sums advanced and paid by the Association or Management Firm for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association or Management Firm in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a unit owner in payment of its obligation under any Management Agreement in effect and the Management Firm and Board of Directors may take such action or by enforcing and foreclosing said lien and may settle and compromise same if deemed in the best interests of the Condominium and the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Condominium Act. The Management Firm, as long as any Management Agreement remains in effect, and the Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid all sums due, as provided herein, any lien in effect on said unit, including the lien being enforced. In case of such foreclosure, the Plaintiff shall be entitled to reasonable rental for the Condominium parcel for the period of time said parcel is occupied by the unit owner or anyone by, through, or under said unit owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect said rental from the unit owner or occupancy, at Plaintiff's option.

D. INSTITUTIONAL LIENS. Where the Institutional Mortgagee of a first mortgage of record or other purchaser of a Condominium unit obtains title to a Condominium parcel as a result of foreclosure by the Institutional Mortgagee of its first mortgage or when an Institutional Mortgagee of record accepts a deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of common expenses or assessments by the Management Firm or Association pertaining to such Condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of foreclosure or the acceptance by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, his successors and assigns.

E. ASSIGNMENTS OF LIENS. Any person who acquires an interest in a unit, except through foreclosure of an Institutional Mortgagee's mortgage of record or by virtue of an Institutional Mortgagee accepting a deed to a Condominium parcel in lieu of foreclosure, as specifically provided hereinabove, including without limitation, persons acquiring title by operation of law, including purchases at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to DEVELOPER, or to any unit owner or group of unit owners, or to any third party.

F. BUDGET MERGER. In the event that this Condominium shall be merged with one (1) or more other condominiums which may be or may have been created upon a portion of the Overall Area described in Exhibit "J" hereto with such merger being pursuant to Chapter 718, Florida Statutes (1982), then the budget of this Condominium may be merged with the budgets of such other condominiums to form a single unified budget for all such condominiums.

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.

XIV.

INSURANCE

A. FIRE AND CASUALTY. In addition to any insurance required by the Condominium Act to be carried by the Association, unit owners may be required by the Board of Directors to carry fire and casualty insurance upon the rebuilding requirements of this Declaration, or furnish proof of self-insurance capacity in a manner acceptable to the Board of Directors.

B. LIABILITY OF PARTIES. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in or upon their own unit. The unit owner shall have no personal liability for damages caused by the Association, or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in their own unit to the same extent and degree as any other fee owner would be liable for an accident occurring within or upon their property.

C. OTHER. The Association shall purchase and pay for from time to time such insurance as the Association shall deem appropriate to protect the common elements, including the roadways, landscaping and other improvements to the common elements against damage from windstorm, fire, hurricane and other hazards. The Association shall purchase a public liability insurance policy in the minimum amount of \$100,000/\$300,000 or such greater amount as the Association may from time to time deem appropriate. Premiums for the payment of said insurance shall be paid by the Association and shall be charged as a common expense.

XV.

RECONSTRUCTION OR REPAIR

A. UNITS.

In the event that any improvements or structure located within the Condominium unit shall be damaged or destroyed, it shall be the obligation of the owner of said Condominium unit so damaged or destroyed to repair or rebuild the damaged or destroyed unit as rapidly as may be practical under the circumstances. Such repair or rebuilding shall be in substantial conformity with the improvement or structure as it was prior to its damage or destruction, unless a variance therefrom is granted, in writing, by the Association.

B. CONDOMINIUM AND ASSOCIATION PROPERTY.

1. Determination to Reconstruct or Repair. If any part of the common elements or Association Property shall be destroyed or damaged by casualty, the property shall be reconstructed or repaired, unless it is determined pursuant to Article XXI of this Declaration that the Condominium shall be terminated.

2. Estimates of Costs. Immediately after a casualty which destroys or damages property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

3. Assessments. 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 thereof are insufficient, assessments shall be made against all unit owners in sufficient amounts to provide funds to pay the estimated or actual costs.

4. Association as Agents. The Association is hereby irrevocably appointed Agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

5. Unit Owner Responsibility. The unit owner shall be responsible for replacement and repair of all casualty loss or damage to its unit.

C. EXCEPTIONS. Notwithstanding the foregoing provisions of this Article XV, the Association shall not be prohibited from entering into contracts for repairs having an aggregate cost of less than Five Thousand Dollars (\$5,000.00), nor from entering into contracts providing for work which is essential to preserve the property from further deterioration or damage pending collection of assessments.

XVI.

USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions:

1. Single Family Residence. The Condominium Property shall be used only for single family residences, and for the enjoyment of such residents. Each of the units for which provision is made by this Declaration shall be occupied only by a single family as its residence and for no other purpose. No accessory building shall be placed upon the Condominium Property without the prior written consent of the Association.

2. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist.

3. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies having jurisdiction thereof shall be observed.

4. Fences and Hedges. Except for fences and hedges erected or planted by DEVELOPER, no fences or hedges or similar improvements shall be erected or planted in any easements and the same shall not be erected or permitted upon a Condominium parcel without written approval of the Association.

5. Clothes Drying. No clothing, bedding, linens, curtains, laundry or other articles shall be dried, aired or hung in any outdoor area, nor shall they be dried, aired, hung or stored in any unit, including the balcony or patios, where such may be seen from outside the unit.

6. Trash. All garbage or trash shall be properly placed in the disposal chutes and receptacles provided for such purpose by the Association.

7. Signs. Except as otherwise provided in this Paragraph, no signs of any nature whatsoever shall be erected or displayed upon any of the Condominium Property other than by DEVELOPER, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association. Every Owner has the right, without the consent of the Association, to place upon his unit one (1) but only one (1), professionally made sign which shall not be larger than nine (9) square feet and which shall contain no wording other than "For Sale" or "For Rent", the name and address of one (1) registered real estate broker and a phone number of Owner or his agent.

8. Antennas. No exterior radio, television or electronic antenna or aerial may be erected or placed on the unit or portion thereof, except that any attic or "under roof" antenna not visible from any portion of the exterior of any building may be installed by a Unit Owner. No other exterior radio, television or electronic antenna or aerial shall be erected, maintained or operated upon any of the Condominium Property, or buildings or structures located thereon, except for the recreation facility of the Association, and the erection, maintenance or operation of any of the same is prohibited.

9. Vehicle Parking and Storage. The parking or storage of automobiles, except upon paved areas of the Condominium Property, is prohibited without express prior written permission of the Association. The overnight parking of vehicles of any kind upon any of the Condominium Properties' roadways is prohibited. The parking of trucks, trailers, motor homes, campers, recreational vehicles, boats, boat trailers and inoperable vehicles of any type on any of the Condominium Property is prohibited.

10. Insurance Rates. No owner shall permit or suffer anything to be done or kept on his unit, or on the Condominium Property which will increase the rate of insurance on the other units, or which will obstruct or interfere with the right of other owners or annoy them by unreasonable noises or create an unsightly condition.

11. License. Whenever it is necessary to enter upon any unit for the purpose of performing any maintenance, alteration or repair to the exterior of the unit or to any portion of common elements, the owner of each unit shall permit other owners or their representatives or the duly constituted and authorized agent of the Association to enter upon such unit, or any structure or improvement situate thereon, or to go upon the common elements constituting an appurtenance to any such unit for such purpose. Such entry shall be made at reasonable times and with reasonable advance notice, except in cases of emergency.

12. Modifications. No owner shall cause any additions, modifications, improvements or changes to be made on the exterior of their unit or parcel, including painting, stone work or veneer, or other decoration, or the installation of electrical wiring, machinery or air-conditioning units which may protrude through the walls or roof of the structure, or in any manner change the appearance of any portion of the structure not within the perimetrical and horizontal boundaries of the interior of the unit without the written consent of the Association. The Association may establish any reasonable requirements it deems necessary to grant or deny such modifications, including but not limited to, the submission of full plans and specifications to the Association.

13. Portable or Temporary Buildings. No portable or temporary building, shed, trailer, trailer base, tent, shack, garage, carport or other outbuilding may be placed or kept on any portion of the Condominium Property, except that construction sheds or trailers and temporary sanitary facilities may be placed on the Condominium Property and remain there temporarily during the course of active construction and development of the Condominium Property.

14. Damages. The owner of each unit must promptly correct any condition which, if left uncorrected, would affect the Condominium

Property. If any other unit owner should sustain damages because of another owner's failure to correct the condition within his unit, such owner shall be liable and responsible for the damages and liability which his action or non-action occasioned.

15. Pets. No pets, other than birds such as canaries or parakeets and fish such as goldfish and tropical varieties, shall be permitted in any of the units. A dog or cat which is owned by an original unit owner at the time of original purchase of the unit from the DEVELOPER may be kept as a pet but may not be replaced when it dies. Such dog or cat may be walked only in the designated "pet walking area" established by the Board of Directors of the Association on the Condominium Property, and must be kept on a leash at all times when outside the unit. Pets shall not otherwise be permitted on any of the common elements. No pets shall be raised for commercial purposes. Notwithstanding anything herein to the contrary, if any dog or cat permitted to be kept by a unit owner shall become a nuisance to other unit owners and such nuisance is not corrected after written notice to the unit owner, the Board of Directors of the Association shall have the right to require the unit owner to remove such animal permanently from the Condominium Property.

16. Perimeter Walls and Fences. No Unit Owner shall remove, modify, replace, repair, paint or stain any perimeter wall or fence of the Condominium Property or attach anything whatsoever to such wall or fence or permit the growth of any plant, tree or shrub which shall abut such wall or fence which shall impede or increase the costs of the maintenance of such wall or fence.

17. Rules and Regulations. Reasonable rules and regulations, herein called "Rules and Regulations" concerning the use of the Condominium Property and conduct of residents 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 thereto shall be furnished by the Association to all unit owners of the Condominium.

18. DEVELOPER'S Use. Until such time as the DEVELOPER has completed all of the contemplated improvements and has sold all of the units contained within the Condominium Property, neither the Unit Owners nor the Association, nor their use of the Condominium Property, shall interfere with the completion of the contemplated improvements or the sale of such units. The DEVELOPER reserves the right to make such use of the unsold units and the common elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office and model units, display of sales signs, showing of units for sale to prospective purchasers and the conduct of all aspects of its marketing activities. Such marketing activities shall extend to and include not only the sale of units in this Condominium, but also any other condominium which may hereafter be constructed on the Overall Property by the DEVELOPER. No signs may be displayed upon the Condominium Property without the prior written consent of the Board of Directors of the Association, except as specifically permitted by Paragraph 7 of this Article XVI; provided, however, no restriction as to signs contained in this Declaration or any Rules and Regulations shall be applicable to the DEVELOPER.

19. Taxes. In the event any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole, as opposed to levying and assessing such tax and special assessment against each unit and its undivided interest in common elements, as now provided by law, then such tax or special assessment so levied shall be paid as a common expense by the Association, and any tax or special assessment which is so levied shall be included, wherever possible, in the estimated annual budget of the Association, or shall be separately levied and collected as an assessment by the Association against all the owners of all units, if not included in said annual budget. The amount of such tax or special assessment so paid or to be paid by the Association shall be attributable to and assessed against each unit and

unit owner, and to be paid by the owner of each unit as a common expense, in the manner set forth in Section A of Article VII of this Declaration.

XVII.

MANAGEMENT CONTRACT

Attached hereto and by reference made a part hereof as Exhibit "L" to this Declaration of Condominium is a Management Contract entered into by and between ST. TROPEZ CONDOMINIUM IV ASSOCIATION, INC., and SUNCOAST MANAGEMENT, INC., a Florida corporation. By virtue of the aforesaid Management Contract, the Association has hired and retained SUNCOAST MANAGEMENT, INC. as Manager to manage and maintain the Condominium Property in accordance with the terms and tenor of the aforesaid Management Contract and the applicable provisions of the Condominium Act for a term as set forth therein, it being the intention of the Association to provide for the competent, uniform and professional management and maintenance of the Condominium Property.

XVIII.

EASEMENTS

A. GENERALLY. Owners and lessees of units in the Condominium, and the members of their families and servants residing in said units, and the guests and invitees of the foregoing, shall be entitled to use, non-exclusively and subject to the rules and regulations of the Association:

1. All driveways and parking areas on the common elements, other than those constituting limited common elements, for vehicular traffic and parking;

2. All sidewalks, roadways and walkways on the common elements for pedestrian ingress to and egress from the units from and to the public way and from and to other portions of the Condominium Property; and

3. The balance of the common elements, other than limited common elements, for the purpose for which the same are designed and intended.

B. UTILITIES. Easements are reserved through the Condominium Property (including, but not limited to the utility easement set forth on Exhibit B), as may be required for utility services in order to serve the Condominium Property and Association Property adequately. Utility services include but shall not be limited to, water, sewer, telephone, cable television, cable to the master TV antenna, drainage, irrigation, gas and electric service.

C. INGRESS AND EGRESS FOR OTHER LANDS. In addition to any reservation or dedication made by Condominium plot plan, the Association and owners of units in the Condominium and any other Condominium operated by the Association, if any, consent hereby to an easement for vehicular and pedestrian traffic, including but not limited to that required for development and construction purposes, over and upon any present or future streets, roads, sidewalks and common elements in the Condominium in favor of all lands which abut the Condominium Property, their present owners and their successors and assigns, including but not limited to the 15' sidewalk easement set forth on Exhibit B.

D. UTILITIES FOR OTHER LANDS. Association and owners of units in the Condominium consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, and irrigation and drainage in favor of all lands which abut the Condominium Property, their present owners and their successors and assigns. The easement set forth in this Section shall include the right to "tie in", join and attach to the existing

utilities, sanitary sewer service, irrigation and drainage in the Condominium so as to provide access to these services to said abutting lands directly from the Condominium.

E. ADDITIONAL EASEMENTS. The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the common elements, other than the limited common elements; provided, however, that the creation thereof does not adversely affect the use of any unit.

F. INGRESS AND EGRESS PRESERVED. The creation of new easements as provided for in this Article XVIII shall not unreasonably interfere with ingress to and egress from a unit.

G. UNINTENTIONAL 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 elements shall encroach upon any unit, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

H. INGRESS AND EGRESS "A", "B", "C", "D" and "E." There is hereby reserved unto the owners of units in this Condominium and the owners of any other Condominium now or hereafter constructed upon the property described in Exhibit "J" to this Declaration easements for Ingress and Egress over and across the real property identified as Ingress and Egress "A", Ingress and Egress "B", Ingress and Egress "C", Ingress and Egress "D", and Ingress and Egress "E" as shown on Exhibit "B" to this Declaration, and as more particularly described on Exhibit A-1 to this Declaration.

J. COMMUNITY ASSOCIATION EASEMENT. There is hereby granted to the Community Association an easement for ingress and egress and maintenance of Ingress and Egress "A", Ingress and Egress "B", Ingress and Egress "C", Ingress and Egress "D", and Ingress and Egress "E".

K. BERM. There is hereby granted to the Community Association an easement for maintenance of the "Berm" as shown on Exhibit "B" to this Declaration.

XIX.

RIGHTS OF DEVELOPER

A. DEVELOPER'S RIGHTS RELATIVE TO THE ASSOCIATION.

1. Initial Board of Directors. Until such time as DEVELOPER shall have sold and conveyed title to fifteen (15) percent of the units that will ultimately be operated by the Association, the Board of Directors of the Association shall consist of the initial Board of Directors named in the Articles of Incorporation, subject to DEVELOPER'S right to remove and replace one (1) or more members thereof.

2. Subsequent Boards of Directors. When Unit Owners other than DEVELOPER own fifteen (15) percent or more of the units that will be operated ultimately by the Association, the Unit Owners other than DEVELOPER shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit Owners other than DEVELOPER shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association:

1. Three (3) years after fifty (50) percent of the units that will be operated ultimately by the Association have been conveyed to Purchasers; or

2. Sixty (60) days after seventy-five (75) percent of the units that will be operated ultimately by the Association have been conveyed to Purchasers; or

3. When all of the units that will be operated ultimately by the Association have been completed and some of them have been sold, and none of the remaining units are being offered for sale by the DEVELOPER in the ordinary course of business; or

4. On December 31, 1986;

whichever shall first occur.

DEVELOPER shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as DEVELOPER holds for sale in the ordinary course of business at least five (5) percent of the units in any Condominium operated by the Association. Prior to or within a reasonable time after the time that Unit Owners other than DEVELOPER elect a majority of the members of the Board of Directors of the Association, such reasonable time not to exceed sixty (60) days, DEVELOPER shall relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by DEVELOPER, including, but not limited to, the items specified by law, as to each Condominium operated by the Association. At such time as DEVELOPER shall surrender control of the Association to the Unit Owners, a special meeting of the members of the Association shall be called for the election of a new Board of Directors which shall consist of five (5) persons, and upon such election formal control of the Association shall be vested in the Unit Owners; provided, however, that as long as DEVELOPER holds for sale in the ordinary course of business at least five (5) percent of the units in any Condominium operated by the Association, DEVELOPER shall be entitled to designate one (1) such member of the Board of Directors.

3. Removal and Replacement of Directors. Whenever DEVELOPER shall be entitled to designate any person or persons to serve on the Board of Directors of the Association, such designation shall be made in writing, and DEVELOPER shall have the right to remove any person or persons with another person or other persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Written instruments so designating or removing Directors shall be executed by or on behalf of the DEVELOPER and shall become effective upon delivery to the Secretary of the Association.

4. Non-disqualification. Any person designated by DEVELOPER serving on the Board of Directors of the Association shall not be required to disqualify himself upon any vote upon any management contract or other matter as to which DEVELOPER or the said Director may have a pecuniary or other interest. Similarly, DEVELOPER, as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association where the said DEVELOPER may have a pecuniary or other interest.

B. ASSIGNABILITY. All rights in favor of DEVELOPER reserved in this Declaration of Condominium and all Exhibits hereto, and in the Articles of Incorporation, and the By-Laws of the Association are freely assignable, in whole or in part, by DEVELOPER and may be exercised by the assignee of DEVELOPER or exercised by the successor or successors in interest to DEVELOPER.

C. DEVELOPER TRANSFERS. No transfer of any unit by DEVELOPER whether by sale, lease, gift or otherwise, shall be subject to or require the approval of the Association.

D. SALES ACTIVITIES. The DEVELOPER shall have the right to transact on the Condominium Property any business necessary to consummate the sale or lease of units, including, but not limited to, the right to maintain Condominium models, have signs, employees and agents in the office, use common elements, and show units to prospective purchasers or lessees. A sales office, signs and all items pertaining to sales shall not be considered common elements of the Condominium and shall remain the property of the DEVELOPER. In the event there are unsold

units, the DEVELOPER retains the right to be the owner thereof under the terms and conditions as are applicable to all other unit owners, save for the exceptions otherwise set forth in this Declaration.

E. CHANGES IN PLANS AND SPECIFICATIONS. Anything in this Declaration to the contrary notwithstanding, the DEVELOPER is hereby authorized to make whatever changes it may deem necessary in the plans and specifications during the construction of improvements on the Condominium Property, including, but not limited to, enclosing by screen or other method, balconies or patios. The DEVELOPER further reserves the right to alter the boundaries of units so long as DEVELOPER owns the units so altered, to decrease the number of units and to alter the boundaries of the common elements adjacent thereto as long as the DEVELOPER owns the units abutting the common elements where the boundaries are being altered; provided, however, that no such change shall be made without amendment of this Declaration; and further provided, that an amendment for such purpose need be executed and acknowledged only by DEVELOPER and approved by the Institutional Mortgagee, if any, of an institutional first mortgage covering the units so affected, whether the said units are encumbered by original mortgages or whether they are included in an overall construction mortgage on the Condominium Property. In no event shall such an amendment require the approval of the Association or any other unit owners.

F. EASEMENTS. DEVELOPER and its agents or employees (including any contractor or sub-contractor) shall be entitled to exercise all easements set forth in Article XVIII including ingress and egress of construction vehicles, crews and materials whether for construction of this Condominium or for construction of any other nature on any other property.

G. PARKING AND CARPORTS. DEVELOPER reserves the exclusive right, without creating any obligation to do so, to assign, from time to time for so long as DEVELOPER owns at least one (1) unit in the Condominium, to any one (1) or more units one (1) parking space each to any such units; provided, however, at no time shall any unit have assigned to it more than one (1) parking space. Such assignment shall be made by reference to the parking space as designated on the Plot Plan of the Condominium and shall be recorded, either as a separate instrument or contained within the deed of conveyance of the subject unit at DEVELOPER'S option, in the Public Records of Pinellas County. Such parking space designations by DEVELOPER shall, upon recording, cause such parking space to become a perpetual limited common element appurtenant to the unit therewith designated and shall be irrevocable. DEVELOPER reserves the further exclusive right, without creating any obligation to do so, for as long as DEVELOPER owns at least one (1) unit in the Condominium, to construct upon, over and about any one (1) or more parking spaces within the Condominium carports of the type, style, design and materials selected by DEVELOPER. The costs of maintenance, repair and replacement of any such carports shall be a common expense of the Condominium. DEVELOPER shall have any and all easements necessary to construct the carports referred to in this Paragraph.

H. OTHER RIGHTS. DEVELOPER shall have the right to transact any business necessary to consummate sales or rentals of units or portions thereof, including but not limited to the right to maintain models, have signs, use the common elements and to show units. Sales offices, signs and all items pertaining to sales shall not be considered common elements and shall remain the property of DEVELOPER. DEVELOPER may use the recreational facility and a unit or units as a sales office or models.

I. CUMULATIVE RIGHTS. The rights of the DEVELOPER set forth in this Article XIX shall be cumulative and, further, shall be additional to, but in no event limiting or restricting, any other rights of the DEVELOPER set forth in this Declaration or Chapter 718, Florida Statutes (1982).

J. LIMITED COMMON ELEMENTS. Driveways, porches, utility rooms, and balconies are limited common elements appurtenant to those units to which they abut, the use of which is restricted to the units to which they abut. Maintenance and upkeep of each driveway, porch or balcony shall be the exclusive responsibility of the unit owner or owners to which that driveway, porch or balcony shall be appurtenant. In instances where one driveway serves two units, then the portion of the driveway which is directly in front of each respective garage is the portion of the driveway reserved for that particular unit. The areas, rooms and spaces which are not within the boundaries of a condominium unit and which are not owned by the St. Tropez Community Association, Inc., are common elements or limited common elements and shall be used, occupied, dealt with and managed as provided for in the Condominium Act and hereafter in this Declaration of Condominium.

XX.

COMPLIANCE AND DEFAULT

Each Unit Owner and every lessee, invitee, agent, servant, guest and family member of any Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, By-laws and Rules and Regulations as they may be amended from time to time, and any failure to comply therewith shall entitle the Association or other Unit Owners to the following relief, in addition to the remedies provided by Chapter 718, Florida Statutes (1982):

1. Expense of Repair. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by any act, action, inaction, neglect or carelessness, intentional or unintentional, of owner or any member of his family, guest, employee, agent, servant, invitee or lessee, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

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

The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of Chapter 718, Florida Statutes (1982), this Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XXI.

TERMINATION

The Condominium may be terminated in the following manner, in addition to the manner provided by Chapter 718, Florida Statutes (1982):

1. Destruction. In the event it is determined in the manner provided in Article XV of this Declaration that the Condominium Property shall not be reconstructed because of major damage, the Condominium form of ownership will be thereby terminated without agreement.

2. Agreement. The Condominium may be terminated by the approval in writing of all the owners of the units therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the Members of the Association, and if the approval of the owners of not less than seventy-five (75) percent of the units and of the record owners of all mortgages upon the units are obtained in writing not later than thirty (30) days from the date of such

meeting, then the approving owners shall have an option to buy all the units of the other owners for a period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by Certified Mail to each of the record owners of the units to be purchased, of an agreement to purchase signed by the record owner of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall agree to purchase all the units owned by owners not approving the termination; but the agreement shall be effected by 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 purchaser within thirty (30) days from the 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, 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. 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 this arbitration shall be paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash.

(d) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

3. Certificate. The termination of the Condominium in either of the manners set forth in Subsections 1 and 2 of this Article XXI shall be evidenced by a Certificate of the Association executed by the President or Vice President and Secretary or Assistant Secretary certifying as to facts effecting the termination, which Certificate shall become effective upon being recorded in the Public Records of Pinellas County, Florida.

4. Shares of 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, and their respective mortgagees and lienors shall hold such rights and interests upon the respective shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

5. Amendment. This Article XXI concerning termination cannot be amended without consent of all unit owners (unit owners for this Paragraph only shall mean only voting members) and all record owners of mortgages upon units.

XXII

RIGHTS OF MORTGAGEES

A. Prior Approval Required. Notwithstanding anything in this Declaration to the contrary, the prior written approval of all Institutional Mortgagees must be obtained for the voluntary termination of the Condominium. In addition, except as specifically provided to the contrary in Paragraph D of Article VIII or other Article of this Declaration, the prior written approval of an Institutional Mortgagee must be obtained as to the partition or subdivision of any

unit on which it holds the mortgage, and also as to any change in the undivided share in the common elements appurtenant to any unit on which it holds the mortgage.

B. Lien Subordinate. The lien for delinquent and unpaid assessments described in Article XII of this Declaration shall be subordinate to the lien of an Institutional Mortgage on any unit.

C. Rights to Notices. If an Institutional Mortgagee shall furnish the Association in writing with notice stating that it holds a mortgage on a unit in the Condominium, describing the mortgage by reference to its recording information, and giving an address to where any notice should be sent, the Association shall furnish notice to such Institutional Mortgagee of:

1. Delinquent Assessments. Any default in the payment of assessments by the unit owner not cured within thirty (30) days.

2. Losses. Any condemnation loss or casualty loss which affects a material portion of the Condominium.

3. Insurance. Any lapse, cancellation or material alteration, other than an even substitution, in any insurance or fidelity bond required to be carried by the Association.

Until such notice is given to the Association, however, the Institutional Mortgagee shall not be entitled to notice of default, nor to any right, distribution or notice pursuant to Article XI or XII of this Declaration.

D. Right to Inspect. Each Institutional Mortgagee shall have the right to inspect the books and records of the Association and to require such reports as are necessary to ascertain the financial status of the Condominium and any unit upon which it holds a mortgage.

E. Amendment of Article. The terms and provisions of this Article XXII shall not be amended unless there is an affirmative approval of such amendment by all of the following:

1. Voting Members. Seventy-five (75) percent of the voting members of the Association.

2. Institutional Mortgagees. Fifty-one (51) percent of all institutional mortgagees holding a first mortgage on units in the Condominium.

XXIII.

SEVERABILITY AND TITLES

A. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provisions of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

B. Titles. The titles used in this Declaration for Articles, Sections, Subsections and Paragraphs hereof are for reference purposes only and shall not in any way affect the meaning, content or interpretation of this Declaration.

IN WITNESS WHEREOF, DEVELOPER has executed this Declaration the day and year first above written.

U. S. HOME CORPORATION

Attest:

By:

Division

President

Division

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF Hillsborough) SS

The foregoing instrument was acknowledged before me this 19th
day of July, 1984, by Larry Baldrige and
J. Richard Brown, the Division President and
the Division Secretary, respectively, of U.S. HOME CORPORATION, a
Delaware corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Mar 28, 1988
Bonded by SURETY Insurance Company of America

UNOFFICIAL COPY

LEGAL DESCRIPTION - ST. TROPEZ CONDOMINIUM IV

A tract of land lying in the Southeast 1/4 of Section 17, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of said Section 17; thence N 89° 50' 42" W along the East-West centerline of said Section 17, also being the centerline of CURLEW ROAD, for 1136.96 feet; thence S 00° 31' 50" E, for 55.00 feet, to a point on the southerly right-of-way line of CURLEW ROAD, said point also being the POINT OF BEGINNING; thence N 89° 50' 42" W, along said right-of-way line, for 135.43 feet; thence, leaving said right-of-way line, S 27° 03' 40" W, for 109.35 feet; thence S 16° 54' 49" E, for 41.00 feet; thence S 44° 21' 39" W, for 48.59 feet; thence S 65° 12' 30" W, for 51.19 feet; thence S 00° 09' 18" W, for 21.87 feet to the point of curvature of a curve concave to the West; thence southerly along the arc of said curve having a radius of 312.00 feet, a central angle of 12° 53' 14", an arc distance of 70.18 feet and a chord bearing S 06° 35' 55" W, for 70.03 feet; thence S 80° 07' 52" E, for 119.31 feet; thence N 40° 00' 00" E, for 56.82 feet; thence S 45° 31' 50" E, for 155.77 feet; thence N 00° 31' 50" W, for 369.94 feet to the POINT OF BEGINNING, and containing 1.44 acres, more or less.

UNOFFICIAL COPY

LD11:FF/8

03/08/84
St. Tropez Condo IV
525-645.47

EXHIBIT A TO DECLARATION OF
CONDOMINIUM

That portion of ingress-egress easement A lying within the ST. TROPEZ COMMUNITY ASSOCIATION properties and being comprised of three parcels lying within the Southeast 1/4 of Section 17, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida and being more particularly described as follows:

Parcel 1

Commence at the Northeast corner of the Southeast 1/4 of said Section 17; thence N 89° 50' 42" W along the East-West centerline of said Section 17, the same being the centerline of Curlew Road (SR-586), for 1136.96 feet; thence S 00° 31' 50" E, for 886.19 feet to a point on the North line of Countryside Tract 60, as recorded in Plat Book 80, pages 78 through 81, of the Public Records of Pinellas County, Florida; thence S 89° 28' 10" W along said North line, for 273.00 feet; thence N 00° 31' 50" W, for 19.00 feet to the POINT OF BEGINNING OF PARCEL 1; thence S 89° 28' 10" W, for 24.00 feet; thence N 00° 31' 50" W, for 20.33 feet; thence S 89° 28' 10" W, for 20.00 feet; thence N 00° 31' 50" W, for 60.00 feet; thence N 89° 28' 10" E, for 20.00 feet; thence N 00° 31' 50" W, for 20.00 feet to a point of curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve having a radius of 25.00 feet, a central angle of 90° 00' 00", an arc length of 39.27 feet, and a chord of N 45° 31' 50" W, for 35.36 feet to a point of cusp; thence N 89° 28' 10" E, for 49.00 feet; thence S 00° 31' 50" E, for 125.33 feet to the POINT OF BEGINNING OF PARCEL 1 and containing 4,342 square feet, more or less.

ALONG WITH:

Parcel 2

Commence at the above described POINT OF BEGINNING OF PARCEL 1; thence N 00° 31' 50" W, for 125.33 feet; thence continue N 00° 31' 50" W, for 24.00 feet to the POINT OF BEGINNING OF PARCEL 2; thence continue N 00° 31' 50" W, for 25.00 feet to a point of cusp with a curve concave to the Northeast; thence southeasterly along the arc of said curve having a radius of 25.00 feet, a central angle of 90° 00' 00", an arc length of 39.27 feet, and a chord of S 45° 31' 50" E, for 35.36 feet to a point of cusp; thence S 89° 28' 10" W, for 25.00 feet to the POINT OF BEGINNING OF PARCEL 2, and containing 134 square feet, more or less.

ALONG WITH:

Parcel 3

Commence at the above described POINT OF BEGINNING OF PARCEL 2; thence N 89° 28' 10" E, for 58.00 feet to the POINT OF BEGINNING OF PARCEL 3; thence N 00° 31' 50" W, for 20.00 feet; thence N 89° 28' 10" E, for 20.00 feet; thence S 00° 31' 50" E, for 20.00 feet to the POINT OF BEGINNING OF PARCEL 3, and containing 400 square feet, more or less.

TOTAL NET AREA of the three above described parcels is 4,876 square feet, more or less.

LD1:LL/4

525-645.44
10/17/83

EXHIBIT A-1 TO DECLARATION
OF CONDOMINIUM

A tract of land lying in the Southeast 1/4 of Section 17, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of said Section 17; thence N 89° 50' 42" W along the East-West centerline of said Section 17, also being the centerline of CURLEW ROAD, for 1136.96 feet; thence S 00° 31' 50" E, for 886.19 feet to a point on the North line of the Plat of COUNTRYSIDE TRACT 60, as recorded in Plat Book 80, pages 78 through 81, of the Public Records of Pinellas County, Florida; thence S 89° 28' 10" W along said North line, for 140.94 feet to the Southeast corner of the Plat of ST. TROPEZ CONDOMINIUM I, as recorded in Condominium Plat Book 72, pages 16 through 18 of the Public Records of Pinellas County, Florida; thence N 00° 31' 50" W along the East line of said plat, for 146.00 feet to the POINT OF BEGINNING; said point also being the point of curvature of a curve concave to the Southwest, a radial line to said point being N 49° 41' 10" E; thence northwesterly along the arc of said curve, having a radius of 62.00 feet, a central angle of 50° 13' 00", an arc length of 54.34 feet and a chord bearing N 65° 25' 20" W, for 52.62 feet to a point of cusp of a curve concave to the Northwest, a radial line to said point being S 00° 31' 50" E; thence northeasterly along the arc of said curve having a radius of 25.00 feet, a central angle of 72° 40' 59", an arc length of 31.71 feet and a chord bearing N 53° 07' 41" E, for 29.63 feet to the point of compound curvature of a curve concave to the Northwest; thence northeasterly along the arc of said curve, having a radius of 188.00 feet, a central angle of 02° 40' 21", an arc length of 8.77 feet and a chord bearing N 15° 27' 01" E, for 8.77 feet to the point of reverse curvature of a curve concave to the Southeast; thence northeasterly along the arc of said curve, having a radius of 37.00 feet, a central angle of 115° 21' 19", an arc length of 74.49 feet and a chord bearing N 71° 47' 30" E, for 62.53 feet to the point of tangency; thence S 50° 31' 50" E, for 32.93 feet to the point of curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 42.00 feet, a central angle of 108° 00' 00", an arc length of 79.17 feet and a chord bearing S 03° 28' 10" W, for 67.96 feet to the point of tangency; thence S 57° 28' 10" W, for 19.12 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly along the arc of said curve, having a radius of 42.00 feet, a central angle of 60° 47' 47", an arc length of 44.57 feet and a chord bearing S 87° 52' 04" W, for 42.50 feet; thence N 00° 31' 50" W, for 32.97 feet to the point of curvature of a curve concave to the Southwest, a radial line to said point being N 49° 41' 10" E; thence northwesterly along the arc of said curve, having a radius of 62.00 feet, a central angle of 01° 29' 23", an arc length of 1.61 feet and a chord bearing N 41° 03' 31" W, for 1.61 feet to the point of reverse curvature with a curve concave to the Northeast; thence northwesterly along the arc of said curve, having a radius of 20.00 feet, a central angle of 61° 49' 13", an arc length of 21.58 feet and a chord bearing N 10° 53' 36" W, for 20.55 feet to the point of reverse curvature of a curve concave to the Northwest; thence northeasterly along the arc of said curve, having a radius of 212.00 feet, a central angle of 05° 54' 10", an arc length of 21.84 feet and a chord bearing N 17° 03' 56" E, for 21.83 feet to the point of reverse curvature of a curve concave to the Southeast; thence northeasterly along the arc of said curve, having a radius of 13.00 feet, a central angle of 115° 21' 19", an arc length of 26.17 feet and a chord bearing N 71° 47' 30" E, for 21.97 feet to the point of tangency; thence S 50° 31' 50" E, for 32.93 feet to the point of curvature of a curve concave to the Northwest; thence southwesterly along the arc of said curve, having a radius of 18.00 feet, a central angle of 108° 00' 00", an arc length of 33.93 feet and a chord bearing S 03° 28' 10" W, for 29.12 feet to the point of tangency; thence S 57° 28' 10" W, for 19.12 feet to the point of curvature of a curve concave to the Northeast; thence southwesterly along the arc of said curve, having a radius of 18.00 feet, a central angle of 82° 13' 00", an arc length of 25.83 feet and a chord bearing N 81° 25' 20" W, for 23.67 feet to the point of tangency; thence N 40° 18' 50" W, for 10.00 feet to the POINT OF BEGINNING, and containing 5620 square feet, more or less.

LD21:TT/2

525-645.44
St. Tropez IIEXHIBIT A-1 TO DECLARATION
OF CONDOMINIUM

A tract of land lying in the Southeast 1/4 of Section 17, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of said Section 17; thence N 89° 50' 42" W along the East-West centerline of said Section 17, also being the centerline of CURLEW ROAD, for 1136.96 feet; thence S 00° 31' 50" E, for 886.19 feet to a point on the North line of the Plat of COUNTRYSIDE TRACT 60, as recorded in Plat Book 80, pages 78 through 81, of the Public Records of Pinellas County, Florida; thence S 89° 28' 10" W along said North line, for 140.94 feet to the Southeast corner of the Plat of ST. TROPEZ CONDOMINIUM I, as recorded in Condominium Plat Book 72, pages 16 through 18 of the Public Records of Pinellas County, Florida; thence N 00° 31' 50" W along the East line of said plat, for 146.00 feet to the point of curvature of a curve concave to the Southwest, a radial line to said point being N 49° 41' 10" E; thence northwesterly along the arc of said curve, having a radius of 62.00 feet, a central angle of 50° 13' 00", an arc length of 54.34 feet and a chord bearing N 65° 25' 20" W, for 52.62 feet; thence N 00° 31' 50" W, for 70.00 feet; thence N 48° 41' 52" W, for 39.15 feet; thence S 89° 28' 10" W, for 55.00 feet to the point of intersection of a curve concave to the Southeast, a radial line to said point being N 88° 32' 43" W; thence northeasterly along the arc of said curve, having a radius of 388.00 feet, a central angle of 05° 01' 17", an arc length of 34.00 feet and a chord bearing N 03° 57' 44" E, for 33.99 feet to the POINT OF BEGINNING; thence S 89° 28' 10" W, for 24.17 feet to the point of intersection of a curve concave to the Southeast, a radial line to said point being N 83° 56' 02" W; thence northeasterly along the arc of said curve having a radius of 412.00 feet, a central angle of 03° 24' 12", an arc length of 24.47 feet and a chord bearing N 07° 46' 04" E, for 24.47 feet to a point of reverse curvature of a curve concave to the Northwest; thence northeasterly along the arc of said curve, having a radius of 288.00 feet, a central angle of 20° 31' 33", an arc length of 103.17 feet and a chord bearing N 00° 47' 36" W, for 102.62 feet; thence N 78° 56' 37" E, along a line radial to said curve, for 24.00 feet to a point of curvature of a curve concave to the Southeast; thence northwesterly along the arc of said curve, having a radius of 288.00 feet, a central angle of 02° 24' 11", an arc length of 12.08 feet and a chord bearing N 09° 51' 17" W, for 12.08 feet to a point of cusp of a curve concave to the Northeast; thence southeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 81° 52' 38", an arc length of 35.73 feet and a chord bearing S 49° 35' 31" E, for 32.76 feet to the point of tangency; thence N 89° 28' 10" E, for 7.45 feet; thence S 00° 31' 50" E, for 24.00 feet to the point of curvature of a curve concave to the Southeast, a radial line to said point being N 00° 31' 50" W; thence southwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 89° 44' 09", an arc length of 39.15 feet and a chord bearing S 44° 36' 06" W, for 35.27 feet to a point of reverse curvature of a curve concave to the Northwest; thence southwesterly along the arc of said curve, having a radius of 312.00 feet, a central angle of 09° 44' 09", an arc length of 53.02 feet and a chord bearing S 04° 36' 06" W, for 52.95 feet to the point of reverse curvature of a curve concave to the Southeast; thence southwesterly along the arc of said curve, having a radius of 388.00 feet, a central angle of 02° 59' 36", an arc length of 20.27 feet and a chord bearing S 07° 58' 22" W, for 20.27 feet to the POINT OF BEGINNING, and containing 3998 square feet, more or less.

LD21:TT/3

525-645.44
St. Tropez IIEXHIBIT A-1 TO DECLARATION
OF CONDOMINIUM

A tract of land lying in the Southeast 1/4 of Section 17, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of said Section 17; thence N 89° 50' 42" W along the East-West centerline of said Section 17, also being the centerline of CURLEW ROAD, for 1136.96 feet; thence S 00° 31' 50" E, for 55.00 feet, to a point on the southerly right-of-way line of CURLEW ROAD; thence continue S 00° 31' 50" E, for 831.19 feet, to a point on the North line of the Plat of COUNTRYSIDE TRACT 60, as recorded in Plat Book 80, pages 78 through 81, of the Public Records of Pinellas County, Florida; thence S 89° 28' 10" W along said North line, for 415.00 feet, to a point on the East line of COUNTRYSIDE BOULEVARD, a 100-foot right-of-way, as shown on the Plat of COUNTRYSIDE TRACT 57, as recorded in Plat Book 79, pages 10 and 11, of the Public Records of Pinellas County, Florida; thence N 00° 31' 50" W along said right-of-way line, for 810.85 feet to a point of curvature of a curve concave to the Southeast; thence continue along said right-of-way line and the arc of said curve, having a radius of 25.00 feet and a central angle of 90° 41' 08", for 39.57 feet; thence N 00° 09' 18" E, for 5.00 feet, to a point on the southerly right-of-way line of CURLEW ROAD; thence along said southerly right-of-way line the following two (2) courses: (1) thence S 89° 50' 42" E, for 254.30 feet; (2) thence S 00° 09' 18" W, for 5.00 feet; thence, leaving said right-of-way line, S 27° 03' 40" W, for 109.35 feet; thence S 16° 54' 49" E, for 29.00 feet to the POINT OF BEGINNING; thence, continue S 16° 54' 49" E, for 12.00 feet; thence S 44° 21' 39" W, for 48.59 feet; thence westerly along the arc of a curve concave to the South and having a radius of 25.00 feet, a central angle of 56° 54' 49", an arc distance of 24.83 feet and a chord bearing N 78° 27' 24" W, for 23.82 feet to the point of tangency; thence S 73° 05' 11" W, for 4.90 feet to the point of curvature of a curve concave to the Southeast; thence southwesterly along the arc of said curve having a radius of 26.00 feet, a central angle of 72° 55' 53", an arc distance of 33.09 feet and a chord bearing S 36° 37' 15" W, for 30.91 feet to the point of tangency; thence S 00° 09' 18" W, for 21.87 feet to the point of curvature of a curve concave to the West; thence southerly along the arc of said curve having a radius of 312.00 feet, a central angle of 12° 53' 14", an arc distance of 70.18 feet and a chord bearing S 06° 35' 55" W, for 70.03 feet to the point of reverse curvature of a curve concave to the East; thence southerly along the arc of said curve having a radius of 288.00 feet, a central angle of 24° 05' 55", an arc distance of 121.13 feet and a chord bearing S 00° 59' 34" W, for 120.24 feet; thence leaving said curve, S 78° 56' 37" W, for 24.00 feet to the radial intersection with a curve concave to the East; thence northerly along the arc of said curve having a radius of 312.00 feet, a central angle of 24° 05' 55", an arc distance of 131.23 feet and a chord bearing N 00° 59' 34" E, for 130.26 feet to a point of reverse curvature with a curve concave to the West; thence northerly along the arc of said curve having a radius of 288.00 feet, a central angle of 12° 53' 14", an arc distance of 64.78 feet and a chord bearing N 06° 35' 55" E, for 64.64 feet to the point of tangency; thence N 00° 09' 18" E, for 21.87 feet to the point of curvature of a curve concave to the Southeast; thence northeasterly along the arc of said curve having a radius of 50.00 feet, a central angle of 15° 17' 06", an arc distance of 13.34 feet and a chord bearing N 07° 47' 51" E, for 13.30 feet to a point of reverse curvature with a curve concave to the Northwest; thence northwesterly along the arc of said curve having a radius of 25.00 feet, a central angle of 60° 26' 24", an arc distance of 26.37 feet and a chord bearing N 14° 46' 48" W, for 25.17 feet to the point of tangency; thence N 45° 00' 00" W, for 11.91 feet to the point of curvature of a curve concave to the South; thence westerly along the arc of said curve having a radius of 18.00 feet, a central angle of 44° 50' 42", an arc distance of 14.09 feet and a chord bearing N 67° 25' 21" W, for 13.73 feet to the point of tangency; thence N 89° 50' 42" W, for 86.70 feet; thence N 00° 09' 18" E, for 24.00 feet; thence S 89° 50' 42" E, for 86.70 feet to the point of curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve having a radius of 42.00 feet, a central angle of 44° 50' 42", an arc distance of 32.87 feet and a chord bearing S 67° 25' 21" E, for 32.04 feet to the point of tangency; thence S 45° 00' 00" E, for 11.88 feet to the point of curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve having a radius of 25.00 feet, a central angle of 61° 54' 49", an arc distance of 27.01 feet and a chord bearing S 75° 57' 25" E, for 25.72 feet to the point of tangency; thence N 73° 05' 11" E, for 66.53 feet to the POINT OF BEGINNING, and containing 0.26 acres, more or less.

EXHIBIT A-1 TO DECLARATION
OF CONDOMINIUM

Page 4 of 5

A tract of land lying in the Southeast 1/4 of Section 17, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of said Section 17; thence N 89° 50' 42" W along the East-West centerline of said Section 17, also being the centerline of CURLEW ROAD, for 1136.96 feet; thence S 00° 31' 50" E, for 55.00 feet, to a point on the southerly right-of-way line of CURLEW ROAD; thence continue S 00° 31' 50" E, for 831.19 feet, to a point on the North line of the Plat of COUNTRYSIDE TRACT 60, as recorded in Plat Book 80, pages 78 through 81, of the Public Records of Pinellas County, Florida; thence S 89° 28' 10" W along said North line, for 415.00 feet, to a point on the East line of COUNTRYSIDE BOULEVARD, a 100-foot right-of-way, as shown on the Plat of COUNTRYSIDE TRACT 57, as recorded in Plat Book 79, pages 10 and 11, of the Public Records of Pinellas County, Florida; thence N 00° 31' 50" W along said right-of-way line, for 810.85 feet to a point of curvature of a curve concave to the Southeast; thence continue along said right-of-way line and the arc of said curve, having a radius of 25.00 feet and a central angle of 90° 41' 08", for 39.57 feet; thence N 00° 09' 18" E, for 5.00 feet, to a point on the southerly right-of-way line of CURLEW ROAD; thence along said southerly right-of-way line the following two (2) courses: (1) thence S 89° 50' 42" E, for 254.30 feet; (2) thence S 00° 09' 18" W, for 5.00 feet; thence, leaving said right-of-way line, S 27° 03' 40" W, for 109.35 feet; thence S 16° 54' 49" E, for 29.00 feet to the POINT OF BEGINNING; thence, continue S 16° 54' 49" E, for 12.00 feet; thence S 44° 21' 39" W, for 48.59 feet; thence S 49° 25' 53" E, for 45.65 feet to a point on a curve concave to the North; thence northeasterly along the arc of said curve, having a radius of 42.00 feet, a central angle of 90° 55' 03", an arc distance of 66.65 feet and a chord bearing N 84° 56' 09" E, for 59.87 feet to the point of compound curvature with a curve concave to the West; thence northerly along the arc of said curve, having a radius of 47.00 feet, a central angle of 146° 23' 27", an arc distance of 120.09 feet, and a chord bearing N 33° 43' 06" W, for 89.99 feet to the point of tangency; thence S 73° 05' 11" W, for 14.51 feet to the POINT OF BEGINNING, and containing 0.15 acres, more or less.

LD11:FF/9

03/08/84
St. Tropez Condo IV
525-645.47

EXHIBIT A-1 TO DECLARATION
OF CONDOMINIUM
Page 5 of 5

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.

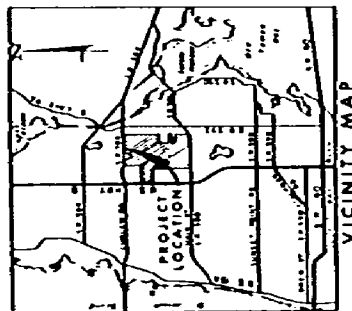
ST. TROPEZ CONDOMINIUM IV

A CONDOMINIUM LYING IN SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST
CLEARWATER, PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION - ST. TROPEZ CONDOMINIUM IV

A tract of land lying in the Southeast 1/4 of Section 17, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of said Section 17, thence N 89°30'42" W along the East-West centerline of said Section 17, also being the centerline of CURLEW ROAD, for 1138.86 feet thence S 00°31'50" E, for 35.00 feet, to a point on the southerly right-of-way line of CURLEW ROAD, said point also being the POINT OF BEGINNING; thence N 89°50'42" W, along said right-of-way line, for 135.43 feet thence, leaving said right-of-way line, S 27°03'40" W, for 108.35 feet thence S 16°34'49" E, for 41.00 feet thence S 44°21'39" W, for 44.59 feet thence S 85°12'30" W, for 51.19 feet thence S 00°09'18" W, for 21.87 feet to the point of curvature of a curve concave to the West; thence southerly along the arc of said curve having a radius of 312.00 feet, a central angle of 12°33'14", an arc distance of 70.18 feet and a chord bearing S 04°30'55" W, for 70.03 feet thence S 79°17'37" E, for 118.22 feet thence S 40°00'00" E, for 34.82 feet thence S 45°31'50" E, for 136.77 feet thence N 00°31'30" W, for 389.94 feet to the POINT OF BEGINNING, and containing 1.44 acres, more or less.



SURVEYOR'S CERTIFICATE
I hereby certify that on this 20th day of July, 1984, the property described herein under the heading **LEGAL DESCRIPTION - ST. TROPEZ CONDOMINIUM IV** was surveyed and stated 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 describing the condominium property, is an accurate representation of the location and dimensions of the improvements and of each unit, and that the identification, location and dimensions of the common elements and each unit can be determined from these materials.

[Signature]
JACK L. BOYD
Professional Land Surveyor #3000
State of Florida

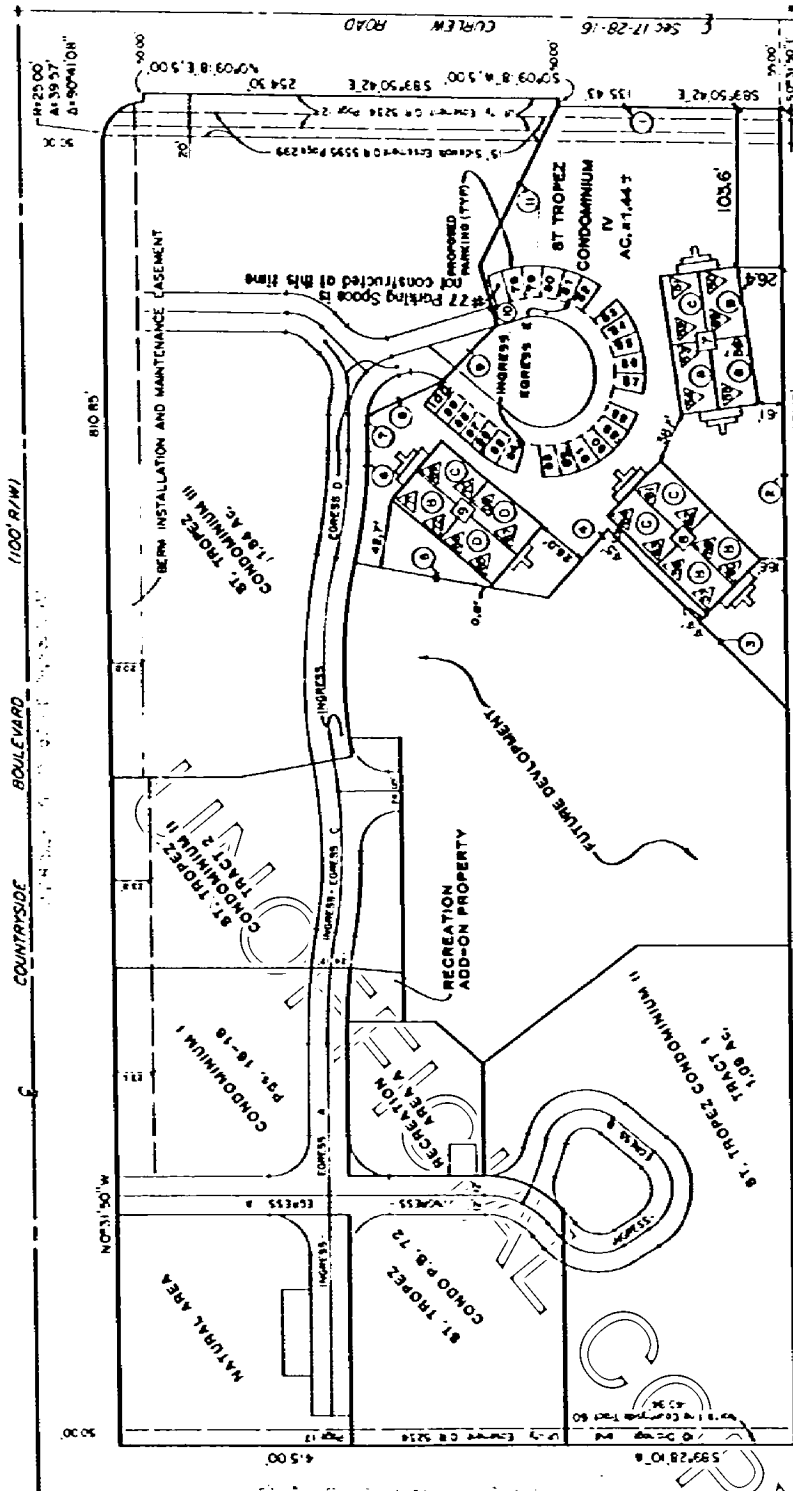
JULY, 1984
828-846,47
Sheet 1 of 3

EXHIBIT B

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUALITY
AND MAY BE ILLEGIBLE.

ST. TROPEZ CONDOMINIUM IV

A CONDOMINIUM LYING IN SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST
CLEARWATER, PINELLAS COUNTY, FLORIDA



COURSE TABLE

No.	Radius	Delta	Area	Distance	Bearing
1	---	---	---	135.43'	N 89°50'42" W
2	---	---	---	389.94'	N 00°31'50" W
3	---	---	---	155.77'	S 45°31'50" E
4	---	---	---	58.82'	N 40°00'00" E
5	---	---	---	118.32'	S 79°17'37" E
6	312.00'	12°53'14"	70.18'	70.03'	S 06°35'55" W
7	---	---	---	21.87'	S 00°06'18" W
8	---	---	---	51.19'	S 65°12'50" W
9	---	---	---	44.59'	S 44°21'39" W
10	---	---	---	41.00'	S 16°54'49" E
11	---	---	---	109.35'	S 27°03'40" W

SURVEYOR'S NOTES

- Elevations shown are based on USCGS mean sea level datum.
- Bearings shown hereon are relative to an assumed datum.
- The proposed improvements shown hereon will be substantially complete effective the date of execution of the Surveyor's Certificate on Sheet 1 of 3.
- The unit type is designated as a letter within a circle, e.g., (C) and (D).
- The unit is designated as a number within a box, e.g., (1) or (2).
- The building number is designated as a number within a triangle, e.g., (1A).
- Each building consists of eight units. Odd numbers are first floor units and even numbers are second floor units.
- See Sheet 3 or 3 for typical building floor plans and unit dimensions.
- Parking spaces are 9'x15' and are common elements until they are assigned.
- Developer reserves the right to assign parking spaces.
- All assigned parking spaces are limited to common elements appurtenant to those units to which they are assigned.
- The units to which they are assigned.
- Overall property is subject to a 10 foot Florida Power Corporation easement, contained on all facilities as per C.R. 5591, page 155B.

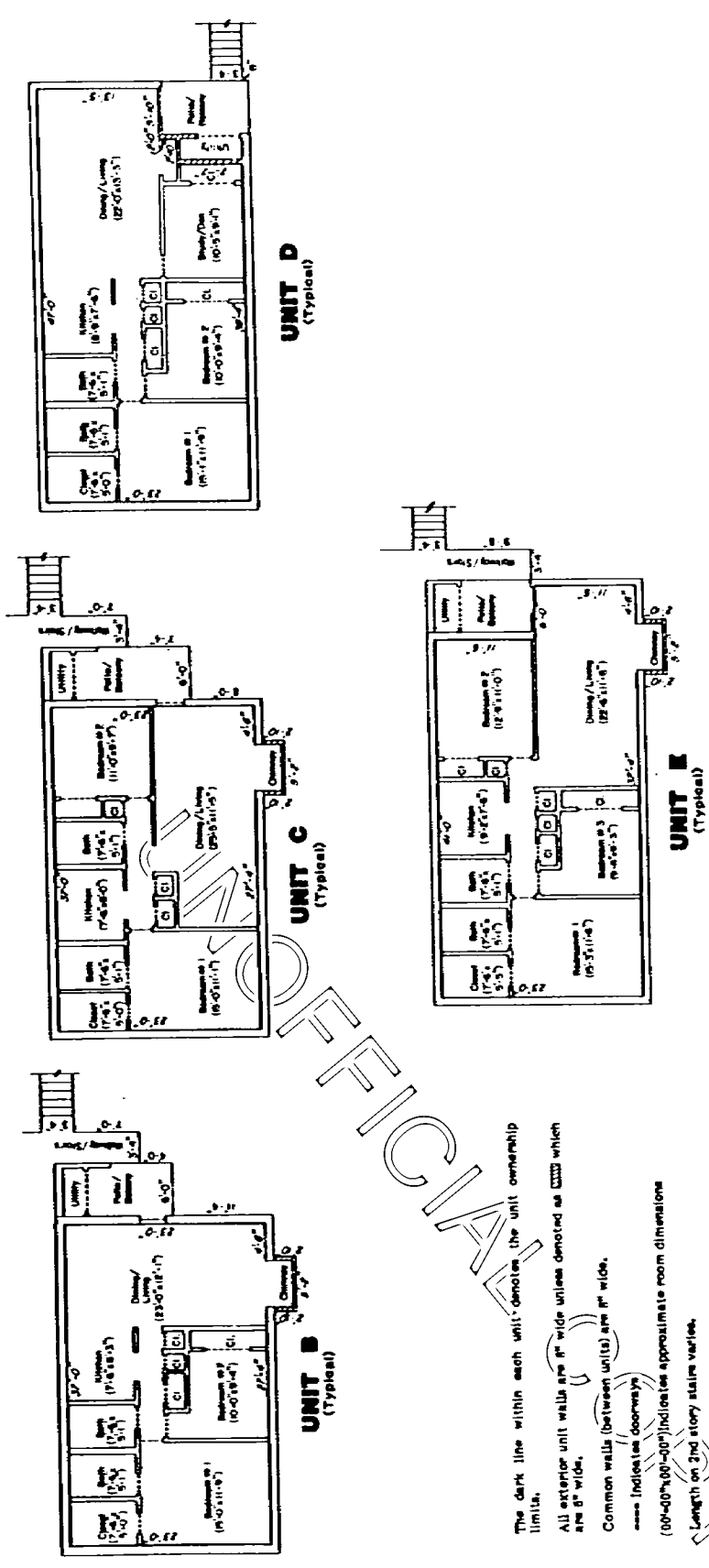
Paul Buchley, Surveyor & Planner, Inc.
CONVINCING ENGINEERS AND PLANNERS
10000 N. 10th Avenue, Suite 100, Clearwater, FL 34617

Amended April, 1994
JULY, 1994
525-64547
Sheet 2 of 3

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ST. TROPEZ CONDOMINIUM IV

A CONDOMINIUM LYING IN SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST
CLEARWATER, PINELLAS COUNTY, FLORIDA



The dark line within each unit denotes the unit ownership limits.
All exterior unit walls are 8" wide unless denoted as 12" which are 8" wide.
Common walls (between units) are 8" wide.
--- Indicates doorways
(00'-00" x 00'-00") indicates approximate room dimensions
Length on 2nd story stairs varies.

GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls, and are typical for all like units. These dimensions are based on drawings, plans, and data prepared by Post, Buckley, Schuh & Jernigan, Inc., 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.
2. Each building consists of eight units. Odd numbers are first floor units and even numbers are second floor units.
3. Patios, balconies, utility rooms, and assigned parking spaces are limited common elements appurtenant to those units to which they are assigned or abut, the use of which is restricted to the units to which they are assigned or abutting.
4. All boundary walls are common elements.
5. Common elements are those portions of the condominium property that are not contained within the individual condominium units or the limited common elements.

ELEVATION NOTES

1. Floor of second living level is 8 feet 6 inches above floor of first living level.
2. Ceiling heights are 8 feet 0 inches.
3. Lowest point of building roof system is approximately 5 feet 2 inches above second living level floor elevation.
4. Highest point of building roof system is approximately 16 feet above second living floor elevation.

Finishing - First Floor Elevations

Building No.	Elevation
7	44.20
8	48.35
9	50.49

SCHEDULE OF
SHARE IN THE COMMON ELEMENTS
AND
SHARE OF THE COMMON EXPENSES
AND COMMON SURPLUS

UNIT

EACH UNIT

FRACTIONAL AMOUNT

1/24

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