

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

[ARTICLE] XIII

LEASE OR RENTAL OF CONDOMINIUM UNITS

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

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

- A. A Unit Owner intending to make a bona fide sale, transfer or lease of a Unit shall give to the Association notice of such intention, the name and address of the intended buyer(s), transferee(s) or tenant(s), such other information concerning the intended buyer(s), transferee(s) or tenant(s) as the Association may reasonably require, an executed copy of the proposed purchase contract or transfer agreement or lease, the preset fee and the security deposit, as applicable. No sale, transfer or lease of a Unit shall be permitted unless and until the Association, by and through its Board of Directors, shall first approve, in writing, of the prospective buyer(s), transferee(s) or tenant(s). The Board of Directors shall check credit, criminal, background, personal references and previous rental history of prospective buyer(s), transferee(s) or tenant(s) and shall use such information to determine eligibility to reside in the community. A proposed sale or transfer or lease may be disapproved and denied if the proposed buyer(s), transferee(s) or tenant(s) violates any provisions of the Association's Declaration, Bylaws, the Articles of Incorporation or Rules and Regulations or if the proposed buyer(s), transferee(s) or tenant(s) has been convicted of a crime as follows:
- i. Type I Criminal Convictions – conviction at any time of a sexually based crime (whether misdemeanor or felony) and/or a violent felony crime against persons (including, but not limited to, murder, aggravated battery, aggravated assault); and
 - ii. Type 2 Criminal Convictions – conviction of burglary, theft, robbery, and/or a drug offense (including, but not limited to, felony drug possession or drug trafficking) within the past four years from the date of the proposed sale or lease or transfer.
- B. Within twenty-one (21) days after receipt of all required information, documents and payments, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the Association in recordable form, which at the election of the Association shall be delivered to the buyer(s), transferee(s) or tenant(s) or shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the buyer(s), transferee(s) or tenant(s). If the Association fails to respond to within twenty-one (21) days from the date of receipt of all required information, documents and payments, the Association will be deemed to have approved the transaction. Any proposed sale, transfer or lease that is not approved shall not be completed and shall be void if the parties complete the transaction without the Association's prior written approval.
4. Preset Fee. The Association may charge a preset fee, as determined by the Board of Directors from time to time, in connection with the approval or disapproval of any proposed lease, sale or other transfer of a Unit. The preset fee shall accompany the executed copy of the proposed lease or purchase contract or transfer agreement as provided herein. The Association shall not consider the request of a Unit Owner to approve or disapprove the lease, sale or transfer of a Unit until said preset fee has been paid in full.

5. **Security Deposit.** The Association, by and through its Board of Directors, shall have the right to charge and collect a security deposit prior to the commencement of any lease. Such deposit shall be the maximum amount allowed by law and be charged, collected and handled in accordance with applicable law.
6. **Term and Renewal.** All leases shall be for twelve (12) months. A Unit Owner is not required to submit a new lease application for renewal of any approved lease provided that the originally approved tenant(s) of the Unit still reside in the Unit and no additional new tenant(s) occupy the Unit. If an approved occupant should be convicted of either a Type I or Type 2 conviction as defined hereinabove while residing in the Unit or if any approved tenant(s) fails to observe any of the provisions of the Declaration of Condominium, the By-laws, the Articles of Incorporation, or the rules and regulations of the Association, the Unit Owner will not be permitted to renew the current approved lease and must have the tenant(s) vacate the Unit at the end of the lease term. Thereafter, if the Unit Owner wishes to lease the Unit again he/she must comply with section 1., hereinabove.
7. **Insurance.** Unit Owners whose Units are leased must carry and maintain on the Unit at all times proper insurance coverage in the amount necessary to protect the Unit Owner and the property in the event of casualty. Prior to commencement of any lease, the Unit Owner must provide to the Association proof of insurance. Proof of insurance shall be the declarations page for the insurance policy. After commencement of any lease, the Unit Owner must inform the Association of any changes, including cancellation, to the insurance policy at least fourteen days prior to such changes and must provide to the Association updated proof of insurance within three days from the date of such change. It is the Unit Owner's responsibility to furnish to the Association current proof of insurance, but Association may request proof of insurance at any time and failure to provide same within three days from the date of the request will be a violation of this Declaration.
8. **Limitation on the Number of Units.** In order to facilitate a single family residential community, there are limitations on the number of Units that may be owned by individuals, families and business or legal entities as follows:
 - A. **Individuals.** No person may own more than two Units at any time.
 - B. **Families.** No family may own more than two units at any time. A family is any two people or more that are related by marriage, blood or adoption.
 - C. **Trusts and Business or Legal Entities.** No trust, partnership, corporation or other business or legal entity may own more than one Unit at any time. For purposes of this paragraph, if a trust, partnership, corporation or other business or legal entity in which any director, officer, member, trustee, trust beneficiary or owner is also a director, officer, member, trustee, trust beneficiary or owner of a different trust, partnership, corporation or other business entity, those different trusts, partnerships, corporations or other business entities shall be considered a single entity and shall be collectively limited to owning not more than one Unit in the Association. The Association is exempt from this provision.

9. **Leasing Restrictions.** No lease may release or discharge any Unit Owner from compliance with any obligations and duties as a Unit Owner. All provisions of this Declaration, the Bylaws, the Articles of Incorporation and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a tenant(s) to the same extent as against a Unit Owner. A covenant upon the part of each tenant to abide by the terms and provisions of this Declaration, the Bylaws, the Articles of Incorporation and the Rules and Regulations of the Association, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any lease agreement and evict the tenant(s) in the event of violations by the tenant(s) of any such covenants shall be an essential element of any lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not. Any tenant who occupies a Unit without approval of the Association may be evicted by the Association by injunction or any other proceeding permitted by law. The Unit Owner shall pay all costs incurred in obtaining such eviction including reasonable attorneys' fees and court costs, and should the Unit Owner fail to do so, the costs shall become an Individual Unit Charge.
10. **Rent Demands.** The Association may serve on the tenant(s) of Unit Owners who are delinquent in payment of any monetary obligation due to the Association a rent demand in accordance with Florida law. Notice of the rent demand shall also be mailed to the Unit Owner in accordance with Florida law. Such a demand will require the tenant(s) to make rent payments directly to the Association, instead of to the Unit Owner, until the Unit Owner's delinquent monetary obligation is satisfied. The consequences of failing to comply with a rent demand include eviction of the tenant(s). The Unit Owner shall pay all costs incurred in obtaining such eviction including reasonable attorneys' fees and court costs, and should the Unit Owner fail to do so, the costs shall become an Individual Unit Charge.
11. **Individual Unit Charge.** In addition to the assessments for common expenses, the Association shall also have the power and authority to levy an Individual Unit Charge without approval of the membership. Any expenses incurred by the Association due to the acts or omissions of any Unit Owner arising under the provisions of this Declaration or other applicable law, or by contract expressed or implied, or because of any act or omission of any Unit Owner or Unit Owner's family, guests, tenants, visitors, agents, licensees and invitees, or expenses and damages chargeable against the Unit, may be charged by the Association against such Unit Owner's Unit. All Individual Unit Charges, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Unit and shall be a continuing lien upon the Unit relating back to the date of recording of the original Declaration. Such lien may be foreclosed in the same manner as a mortgage. All Individual Unit Charges, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the Unit Owner of record of the Unit on the date when the Individual Unit Charge became due and payable.

**** All other portions of the Declaration remain in full force and effect. ****

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
ST. TROPEZ CONDOMINIUM IV ASSOCIATION, INC.,
A CONDOMINIUM.

The undersigned officers of St. Tropez Condominium IV Association, Inc., the corporation in charge of the operation and control of St. Tropez Condominium IV Association, Inc., a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 5809, Page 935 et seq., of the Public Records of Pinellas County, Florida, hereby certify that the following attached amendment to the Declaration of Condominium was proposed and approved by majority vote of the Board of Directors at a board meeting held on APRIL 21, 2016, and approved by affirmative vote of two-thirds (2/3) of the total vote of the Voting Members of the Association, at a membership meeting held on APRIL 21, 2016. The undersigned further certify that the amendment was proposed and approved in accordance with the condominium documentation and applicable law.

IN WITNESS WHEREOF, St. Tropez Condominium IV Association, Inc. has caused this Certificate to be executed in its name on _____, 2016.

Witness

By: Lisa Wallis
(name, typed or printed)

Witness
Signature: Lisa Wallis

Witness

By: LESTER F. TIVUS
(name, typed or printed)

Witness
Signature: Lester F. Tivus

St. Tropez Condominium IV Association, Inc.

By: Michael Caputi
Signature

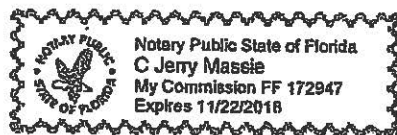
Michael Caputi
(name, typed or printed)
President

ATTEST: Barbara Morgan
By: Barbara Morgan
Signature

Barbara Morgan
(name, typed or printed)
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to or affirmed and signed before me on MAY 3, 2016 by BARBARA MORGAN (name of person making statement).



Michael Caputi
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known
Produced Identification
Type of Identification Produced _____