

DECLARATION

FOR

THE CREATION AND ESTABLISHMENT OF

01 Cash 11 Chg
 40 Rec 92.00
 41 St _____
 42 Sur _____
 43 Int _____
 Tot 92.00 P

PIPERS GLEN CONDOMINIUM

(Pursuant to the Condominium Act.)

ARTICLE I.

Submission Statement

The undersigned hereby submits the condominium property, as same is hereafter described, to condominium ownership.

ARTICLE II.

Name _____

'The name by which this condominium is to be identified is
PIPER'S GLEN CONDOMINIUM.

ARTICLE III

Legal Description of Land Included

The legal description of the land included in this condominium is as set forth on Sheet 1 of Exhibit "A" attached hereto and made a part hereof under the heading DESCRIPTION.

ARTICLE IV.

Identification of Units

The units of this condominium are identified by number pursuant to, and as shown on Sheets 2, 3, and 4 of Exhibit "A" attached hereto and made a part hereof.

ARTICLE V.

Survey, Plot Plan and Graphic Description of Improvements

Exhibit "A" attached hereto and made a part hereof, and consisting of four (4) sheets, contains all information, matters and things as required by F.S.A. 711.08(1)(e). The Condominium Plat for this condominium is recorded in Condominium Book 23, at pages 12 through 15 inclusive, of the Public Records of Pinellas County, Florida.

-1-

EXHIBIT "H"

ARTICLE VI.

Percentage of Undivided Shares in the
Common Elements Appurtenant to Each Unit

The percentages of undivided shares in the common elements appurtenant to each unit is as follows:

<u>Unit Number</u>	<u>Percentage of Interest in Common Elements</u>
1A	2.4428
1B	2.4428
1C	2.5841
2A	2.5841
2B	2.4428
2C	2.5841
2D	3.0375
3A	3.0375
3B	2.5841
3C	2.4428
3D	2.5841
4A	2.5841
4B	2.4428
4C	2.4428
5A	2.4428
5B	2.5841
6A	1.7120
6B	2.5841
6C	2.4428
6D	2.5841
7A	2.5841
7B	2.6331
8A	2.5841
8B	2.4428
8C	2.4428
8D	1.7120
9A	1.7120
9B	2.4428
9C	2.4428
9D	2.5841
10A	2.5841
10B	2.4428
10C	2.4428
10D	1.7120
11A	1.7120
11B	2.4428
11C	2.4428
11D	2.5841
12A	2.5841
12B	2.4428
12C	2.4428

Percentages and Manner of Sharing Common
Expenses and Owning Common Surplus

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

<u>Unit Number</u>	<u>Percentage of Interest in Common Elements</u>
1A	2.4428
1B	2.4428
1C	2.5841
2A	2.5841
2B	2.4428
2C	2.5841
2D	3.0375
3A	3.0375
3B	2.5841
3C	2.4428
3D	2.5841
4A	2.5841
4B	2.4428
4C	2.4428
5A	2.4428
5B	2.5841
6A	1.7120
6B	2.5841
6C	2.4428
6D	2.5841
7A	2.5841
7B	2.6331
8A	2.5841
8B	2.4428
8C	2.4428
8D	1.7120
9A	1.7120
9B	2.4428
9C	2.4428
9D	2.5841
10A	2.5841
10B	2.4428
10C	2.4428
10D	1.7120
11A	1.7120
11B	2.4428
11C	2.4428
11D	2.5841
12A	2.5841
12B	2.4428
12C	2.4428

Voting Rights

There is hereby allocated one (1) vote to each of the forty-one (41) condominium parcels. Each vote shall be cast by the respective unit owners. In the event a unit shall be owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit. Voting may be made by proxy in accordance with the provisions of the By-Laws of the Condominium Association.

ARTICLE IX.

Amendments

Section 1. This Declaration (except as otherwise provided herein) may be amended, at any regular or special meeting of unit owners called and noticed in accordance with the By-Laws, by an affirmative vote of 75% of the unit owners present and voting.

Section 2. The above provisions, however, shall not apply to any amendment attempting to change: (a) any condominium parcel, (b) voting rights, (c) percentages of sharing common expenses and owning common surplus, or (d) any provision contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, the affirmative vote of all unit owners, together with the joinder of all record owners of liens, in the execution of any such amendment, shall be required.

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

Section 3. All amendments shall be recorded as required by law.

ARTICLE X.

Association

The name of the Association responsible for the operation of this condominium is PIPERS GLEN CONDOMINIUM ASSOCIATION, INC.,

a corporation not for profit under the Laws of the State of Florida. A copy of the Articles of Incorporation of the Association are attached hereto as Exhibit "B" and made a part hereof, and may be amended only in the manner provided for in said Articles of Incorporation.

ARTICLE XI.

By-Laws

The By-Laws of this Condominium are set forth in Exhibit "C" attached hereto and made a part hereof. The By-Laws may be amended in the same manner as is provided for the amendment of the Articles of Incorporation.

ARTICLE XII.

Assessments

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

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

ARTICLE XIII.

Termination

The unit owners may remove the condominium property from the provisions of the Condominium Act in the manner provided by said Condominium Act, and pursuant to the provisions thereof. The Condominium further may be terminated by the affirmative vote of 75% of the unit owners, as authorized and provided in Article XIV herein.

Insurance

The Association, through its Board of Directors, shall purchase an insurance policy insuring the building and improvements erected upon the property, all fixtures and personal property owned in common by the unit owners, against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement; such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, or by the Directors of the Association in the event the carrier fails or refuses to make such determination. The Association shall, if the condominium property be placed in a designated flood area as identified by HUD pursuant to Flood Disaster Protection Act of 1973, obtain the maximum flood insurance provided for by said Act, or in an amount equal to the value of the building if the value of the building is less than the maximum permitted by such Act, or in the alternative, such lesser sums as may be determined by vote of ~~35~~ ⁷⁵% of the unit owners. The policies shall be purchased in the name of the Association for the benefit of the Association, the unit owners and their mortgagees, as their interests may appear; and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of the respective units.

In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with any excess to be payable to the unit owners or their mortgagees, as their interest may appear. Any reconstruction, repair or replacement shall be in substantial accordance with the plans and specifications for the original building prepared by Charles Brandt Goldsmith, Architect, as revised through date of completion and on file with the Building Department of the Governmental Agency having jurisdiction thereover.

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

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

In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and keep in effect policies of insurance generally known as public liability policies and/or landowner, landlord and tenant policies insuring the Association and its members, against all claims and demands made by any person or persons, whomsoever for injuries received in connection with the use, operation or maintenance of the condominium property, buildings and improvements, to the extent of not less than \$300,000.00 to cover the claim or damage for personal and/or bodily injuries from any single, specific cause, to any one person, and to the extent of not less than \$500,000.00 to cover, in connection with any one particular accident or occurrence, the total aggregate of any claims for personal and/or bodily injuries that may arise or be claimed to have arisen against the Association and its members as aforesaid. Said insurance shall also provide for \$50,000.00 property damage insurance.

The Association, upon the majority vote of its Directors, may provide and keep insurance for the protection of its Directors.

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

All insurance premiums shall be included and treated as a common expense.

ARTICLE XV.

Common Elements

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

No material alteration or substantial additions to the common elements, nor changes affecting the appearance thereof, shall be made, except upon the affirmative vote of ~~75%~~⁵⁵ of the unit owners. No unit owner shall make any alteration, or do any work, within his respective unit unless approval therefor first be given by the Board of Directors, which approval shall not be unreasonably withheld unless the work, improvement, or addition would tend to jeopardize the safety or soundness of the common elements, or would in any way impair easements.

ARTICLE XVI.

Limited Common Elements

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.

Carports, storage spaces, patios and entrance ways as shown on Exhibit "A" hereof are declared to be Limited Common Elements. Each Unit owner shall have the exclusive use of the correspondingly numbered and lettered carport, storage space, patio, and entrance way attached and/or immediately adjacent to unit owners' respective units. Carports, storage spaces, patios and entrance ways shall be kept in a clean and sightly manner by the respective owners of the correspondingly numbered and lettered units and pursuant to reasonable rules and regulations from time to time promulgated by the Board of Directors.

ARTICLE XV.

Common Elements

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

No material alteration or substantial additions to the common elements, nor changes affecting the appearance thereof, shall be made, except upon the affirmative vote of ~~75%~~^{55%} of the unit owners. No unit owner shall make any alteration, or do any work, within his respective unit unless approval therefor first be given by the Board of Directors, which approval shall not be unreasonably withheld unless the work, improvement, or addition would tend to jeopardize the safety or soundness of the common elements, or would in any way impair easements.

ARTICLE XVI.

Limited Common Elements

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.

Carports, storage spaces, patios and entrance ways as shown on Exhibit "A" hereof are declared to be Limited Common Elements. Each Unit owner shall have the exclusive use of the correspondingly numbered and lettered carport, storage space, patio, and entrance way attached and/or immediately adjacent to unit owners' respective units. Carports, storage spaces, patios and entrance ways shall be kept in a clean and sightly manner by the respective owners of the correspondingly numbered and lettered units and pursuant to reasonable rules and regulations from time to time promulgated by the Board of Directors.

ARTICLE XVII.

Parking

The parking spaces shown on Exhibit "A" and marked "G" constitute part of the common elements as heretofore defined and shall be used in common by the unit owners, their guests and invitees pursuant to reasonable rules and regulations to be adopted from time to time by the Association.

ARTICLE XVIII.

Restrictions

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

Section 1. No unit shall be used for any purpose than as and for a single-family residence or dwelling.

Section 2. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including all appliances, the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owners' apartments, whether inside or outside owners' apartments, the unit's electrical system and water lines and fixtures within the unit.

Section 3. No unit owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the common elements, limited common elements, or in his respective unit if such sign may be seen from any portion of the common elements; except for nameplates which shall be uniform in size and design, and approved by the Board of Directors.

Section 4. Unit owners shall be permitted to own and keep dogs, ^{one} or cats and other pets, including birds such as canaries or parakeets and fish, such as goldfish ~~or tropical varieties~~, which may be kept by a unit owner in the owner's respective unit provided that no such dogs, cats,

birds and/or fish shall be raised for commercial purposes. Unit owners shall be permitted to keep only one dog (which when fully mature, shall not exceed 40 pounds in weight) or one cat. Owners shall keep said dog on a leash at all times that the dog is out of the owner's unit, and shall only walk their dog and/or cat in areas set aside and designated for such purpose.

Section 5. Unit owners, their families, guests, invitees, or lessees shall in no way deface or mar, or make any alteration, repair or replacement, or change, in or to the common elements or limited common elements, and shall be liable for damages therefor.

Section 6. All common areas shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

Section 7. No clothing, bedding, or other similar items, shall be dried or aired in any outdoor area, except same may be dried or aired within the walled patio area, provided however that same cannot be seen from the common elements.

Section 8. All garbage and trash shall be placed in the disposal installations designated for such purposes by the Association.

Section 9. All occupants of units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers, that may tend to disturb other occupants.

Section 10. No occupants shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a phonograph or radio loudspeaker in such occupant's unit between the hours of 11:00 o'clock p.m. and the following 9:00 o'clock a.m., if the same disturb or annoy other occupants of the buildings, nor shall an occupant commit or permit any nuisance, or immoral or illegal act in his unit, or in the common elements.

Section 11. Unit owners, or unit owners' approved lessees, shall be permitted to have visitors occupy their units either with or without unit

owners being present, provided that if unit owner is not to be present, notice to the directors of the Association shall be given as to the names and ages of the visitors and the period of time for which the visitors will be in occupancy

All unit owners acknowledge that if the privilege of visitation is abused, that reasonable rules and regulations may have to be promulgated to more strictly control visitation privileges and agree to abide to such rules and regulations as promulgated.

Section 12. Unit owners, their guests and invitees agree to use the common recreational area as shown and legally described on Exhibit "A" only in accordance with the rules and regulations promulgated from time to time therefor.

Section 13. Lawn care shall be furnished by the Association. Unit owners shall water, care for and maintain such shrubs, flowers, and other plantings within their walled patios and entrance ways.

Section 14. No motor vehicles other than regular passenger automobiles, pickup and light van-type trucks shall be permitted to park in the condominium property other than for the time needed for pickup and delivery.

The above and foregoing restrictive covenants shall only be amended in the manner as provided for the amendment to this Declaration. The condominium shall have the right to make and amend reasonable rules and regulations respecting the use of the property in the condominium, as is provided for in its Articles of Incorporation. ~~TRUCKS CANNOT PARK IN THE ENTRANCE AREAS AND OTHER VEHICLES~~

In the event a unit owner is in violation of the terms and provisions in any of the restrictions, and after notification by the Board of Directors, continues to violate such regulations, then in the event it be necessary that the Directors bring a legal proceeding for the enforcement of and/or the abatement, as the case may be, of any provision of the restrictive covenants then in such event the unit owner shall pay for the costs and expenses for such legal proceedings by the Association, provided that the Association has been successful in such litigation.

ARTICLE XIX.

Transfer of Condominium Parcels

Section 1. SALES. Prior to the sale or transfer of a condominium parcel, any unit owner desiring to sell or transfer his condominium parcel shall first submit the name of the proposed purchaser, and the contract of sale, to the Board of Directors for their approval, or disapproval, which shall be given within thirty days from the date of the submission of the contract of sale. If approved, the approval by the Board shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida.

If neither approved nor disapproved within thirty days, the transfer shall be deemed to have been approved by the directors.

If the transfer be disapproved, the directors shall have thirty days from date of disapproval within which to purchase the condominium parcel on the same terms and conditions as contained in the contract of sale.

If the directors fail to exercise their option to purchase within said thirty-day period, then the unit owner shall be free to sell and convey to the intended purchaser.

The above and foregoing provisions shall not be applicable to any sale made by U. S. Home of Florida, Inc., to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage lien, or due to a voluntary acceptance of a transfer of title in lieu of such foreclosure; to a purchaser acquiring title in such foreclosure proceedings, or the acceptance of a transfer of title in lieu of such foreclosure; or to sales made pursuant to order or decree of a court in connection with the foreclosure of an institutional first mortgage.

Section 2. LEASING. No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes, which are hereby defined as (a) rentals for less than ninety days, or (b) rentals

where the occupants of the unit are to be provided services, such as room service for food and beverage, maid service, furnishing of laundry and linens, and bellboy services. Other than for the foregoing, the owner or owners of the respective units shall have the right to lease same, provided that all such leases are made subject to this Declaration, and the Condominium Act, and the lessee has been approved for occupancy in writing by the directors of the Association. Said approval shall not be unreasonably withheld.

ARTICLE XX.

Officers and Directors

The officers and directors of the Association who shall serve until their successors have been elected, as provided in the Articles of Incorporation and the By-Laws of the Association, are as follows:

President	Lane Showalter	377 LaHacienda Drive Indian Rocks Beach, Florida
Vice-President	John G. Woolley	3305 Sand Gabriel Clearwater, Florida
Secretary	Helen I. Sarver	1344 Summerlin Drive Clearwater, Florida

ARTICLE XXI.

Recreational Area and Other
Commonly-Used Facilities

Pipers Glen Condominium is included in and is a part of a larger development or project of Developer known as "Pipers Glen" (hereinafter called "The Project"). The Project is legally described in and is subject to that certain Declaration of Covenants and Restrictions recorded in O. R. Book 4450 at pages 959 through 985, inclusive, of the Public Records of Pinellas County, Florida, said Declaration of Covenants and Restrictions are hereby made a part hereof by reference as though set out in its entirety herein. Developer pursuant to said Declaration of Covenants and Restrictions, has organized a Non-Profit

Homeowners' Association named "Pipers Glen Homeowners' Association, Inc.".

All owners of units in Pipers Glen Condominium upon acquiring title to their respective units, become a member of the Association and, by the acceptance and recordation of their respective Deeds, agree to abide by the rules and regulations of the Association and to pay such assessments and dues as may be levied by the Board of Directors of the Association in accordance with the provisions of said Declaration and the Articles of Incorporation of the Association and its By-Laws. Unit owners shall further have the right to use the recreational area and other commonly-used facilities as described in said Declaration of Covenants and Restrictions subject, however, to the terms and provisions thereof. ~~Assessments of the Homeowners' Association shall be collected by the Condominium Association and remitted by said Association to the Homeowners' Association monthly.~~

ARTICLE XXII.

Management Agreement

The initial officers and directors of PIPERS GLEN CONDOMINIUM ASSOCIATION, INC. have simultaneously herewith executed for, and on behalf of, said Association and its members a Management Agreement, a copy of said Agreement being attached hereto as Exhibit "D". Each member of the Association, by virtue of the acceptance and recordation of the Deed to the respective condominium parcels, shall have agreed by such acceptance:

- (1) That they have ratified the acts of its officers in the execution of said Agreement by, and on behalf of the Association; and
- (2) That they will comply with all of the terms and conditions of the said Agreement on their part to be kept and performed.

ARTICLE XXIII.

Developer's Guarantee

Developer hereby gives its guarantee to the Association and unit owners that the initial assessments for common expenses of the condominium imposed on the respective unit owners other than Developer, shall not increase

beyond the dollar amount stated in the initial budget attached to the condominium Prospectus as Exhibit "D" for a period of one year from the first day of the month following the recordation of this Declaration of Condominium and hereby obligates itself and agrees to pay any amount of common expenses incurred during said one-year period not produced by the assessments at the guaranteed level receivable from other owners.

In consideration of the foregoing, Developer shall be excused from the payment of its share of the common expenses in respect to its units owned by it during said guarantee period. The above provision is included herein pursuant to Section 711.15 (8) (b) of the Condominium Act.

ARTICLE XXIV.

Reservation of Rights to Developer

Notwithstanding anything to the contrary herein, Developer shall have the right to sell, lease or rent, subject to the rental provisions contained herein, units owned by it without the approval of the Association. In the event there are unsold units, Developer's continued ownership thereof shall be subject to the same terms and conditions as the other owners save and except for this right to sell, rent or lease as contained in this paragraph and further subject to other rights that may have been reserved to Developer elsewhere herein including, but not limited to, excusing of the payment of common expenses assessed to Developer's units as provided in Article XXIII.

Unit owners acknowledge and understand that the Developer is converting buildings 1 through 7 inclusive from a rental operation to condominium ownership and that each tenant presently in said building shall have the rights reserved to such tenants by Section 711.68 of the Condominium Act.

Easements are hereby reserved to the Developer, over, under and upon the common elements of the condominium for use by Developer in connection with the development of the remaining undeveloped properties in The Project. The easements reserved are for the purposes of Developer, its grantees, lessees, successors, or assigns, serving the condominium or

other properties in the Project with utility services, drainage and easements for ingress and egress.

ARTICLE XXV.

Restraint Upon Assignment
of Shares in Assets

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

ARTICLE XXVI.

General

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

THIS DECLARATION FOR THE CREATION AND ESTABLISHMENT
OF PIPERS GLEN CONDOMINIUM, including exhibits attached hereto,
made and entered into, and submitted this 24th day of August

U. S. HOME OF FLORIDA, INC.
a Florida corporation

By: Douglas D. Roach
Executive Vice President

PIPPERS GLEN CONDOMINIUM
 BEING A PORTION OF TRACTS 1&2 OF "AMBERLA WEST" AS RECORDED IN
 PLAT BOOK 72, PAGE 72 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND
 SITUATED IN SECTION 25, TOWNSHIP 28 SOUTH, RANGE 15 E AST, DUNEDIN, PINELLAS COUNTY, FLORIDA

DESCRIPTION OF LAND INCLUDED

Portions of Tracts 1 and 2 according to the Plat of "Amberla West" as recorded in Plat Book 72, Page 72 of the Public Records of Pinellas County, Florida, being particularly described as follows:

That part of Tract 1 described as follows: BEGIN at the intersection point of the south line of said tract and the westerly right-of-way line of America Drive South [50' r/w] thence proceed S 89° 20' 11" W along the south line of said tract for 655.76 feet, thence N 18° 11' E for 58 feet, thence N 89° 26' 16" W for 212.10 feet, thence N 0° 31' 44" for 115.00 feet, thence N 57° 15' 11" E for 81.94 feet to a point on the arc of a curve that is concave to the Northeast, said point also being on the westerly right-of-way line of America Drive South, said point being S 51° 15' 11" W from the radius of 322.10 feet, thence N 0° 27' 27" E for 198.94 feet to a point of tangency, thence N 74° 05' 18" E for 84.50 feet to a point of curvature of a curve that is concave to the South, thence along the arc of said curve having a radius of 1305.74 feet and a central angle of 14.04° for 322.10 feet to a point of tangency thence N 36° 46' 32" E for 82.50 feet to a point of curvature of curve that is concave to the Southwest, thence along the arc of said curve having a radius of 147.54 feet and a central angle of 87° 26' 21" for 25.16 feet to the POINT OF BEGINNING.

That part of Tract 2 described as follows: BEGIN at the intersection point of the north line of said tract and the easterly right-of-way line of America Drive South [50' r/w], thence proceed S 89° 26' 16" E along the north line of said tract for 507.52 feet, thence S 0° 31' 44" W for 216.91 feet to a point on the northerly right-of-way line of America Drive South, said point also being on the arc of a curve that is concave to the south, a point of a curve through said point, and a point of a curve through said point, said point being S 51° 15' 11" W from the radius of 322.10 feet to a point of tangency, thence N 0° 27' 27" E for 84.50 feet to a point of curvature of a curve that is concave to the Northeast, thence along the arc of said curve having a radius of 134.28 feet and a central angle of 108° 11' 26" for 253.56 feet to a point of tangency thence N 74° 05' 18" E for 13.50 feet to a point of curvature of a curve that is concave to the West, thence along the arc of said curve having a radius of 1248.62 feet and a central angle of 35° 41" for 100.12 feet to the POINT OF BEGINNING.

DESCRIPTION OF RECREATION AREA

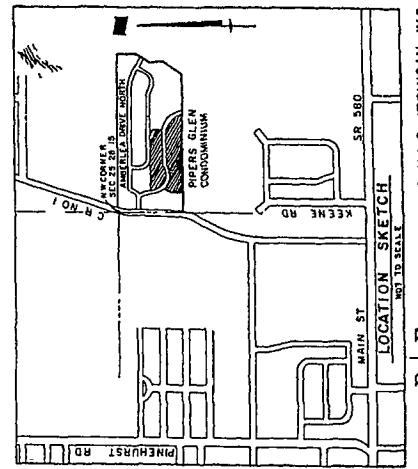
A portion of Tract 2 according to the Plat of "Amberla West" as recorded in Plat Book 72, page 72 of the Public Records of Pinellas County, Florida and being more particularly described as follows:

COMMENCE at the northeasterly corner of Tract 2, "AMBERLA WEST" according to the Plat Book 72, page 72 of the Public Records of Pinellas County, Florida, the same being the point of intersection of the south line of said tract, the easterly right-of-way line of America Drive South [50' r/w], the south line of said tract, and the easterly right-of-way line of America Drive South [50' r/w], Tract 2 and the easterly right-of-way line of America Drive South [50' r/w], Tract 2, for 100.12 feet to the POINT OF BEGINNING, thence continue S 89° 26' 16" E for 107.00 feet to a point of curvature of a curve that is concave to the south, thence southeasterly along the arc of said curve having a radius of 295.00 feet and a central angle of 0° 34' 58" for 300 feet to a point on the arc of said curve, thence S 0° 31' 44" for 220.00 feet to a point on the easterly right-of-way line of America Drive South, thence S 51° 15' 11" W for 45.00 feet to a point on the arc of a curve that is concave to the South, thence along the arc of said curve having a radius of 135.74 feet and a central angle of 35° 41" for 100.12 feet to the POINT OF BEGINNING.

SURVEYORS CERTIFICATE

I hereby certify that the construction of the improvements described in this plat of "PIPPERS GLEN CONDOMINIUM" Condominium consisting of Sheets One through Four is sufficiently complete so that such material together with the wording of the declarations relating to matters of survey, is a correct representation of the improvements described, and further that with such material there can be determined the identification, location and dimensions for the common elements and of each unit.

William G. Shore
 William G. Shore
 Professional Land Surveyor I #2515
 State of Florida



P-B POST BUCKLEY, SCHULZ, A. JERNIGAN, INC.
 CONSULTING ENGINEERS, SURVEYORS AND PLANNERS
 1972 BAYSHORE BLVD DUNEDIN, FLA 33528
 S.J. Job No 525-061 50
 SHEET 1 of 4

PERIODATION

Know all men by these presents that we Douglas O. Roach Executive Vice President and Joyce A. Hicks Assistant Secretary of P.S. Home of Florida, Inc., the owner of the above described land, have caused the land indicated in the Plat to be recorded in the Office of the Clerk of Pinellas County, Florida, pursuant to Florida Statute 711.08

Witness

Douglas O. Roach
 Douglas O. Roach

Witness

Joyce A. Hicks
 Joyce A. Hicks

ACKNOWLEDGMENT

STATE OF FLORIDA, S.S.
 COUNTY OF PINELLAS, S.S.
 I hereby certify that on this 25th day of November, 1976 A.D. before me a Notary Public, in and for said County, personally appeared Robert Executive Vice President and Joyce A. Hicks, both of P.S. Home of Florida, Inc., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged the execution thereof to be their own free act and deed

My Commission Expires December 1979 — *Robert Executive Vice President*
 State of Florida

LEGAL DESCRIPTION OF LAND INCLUDED

Portions of Tracts 1 and 2 according to the Plat of "Amberlea West" as recorded in Plat Book 72, page 72 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

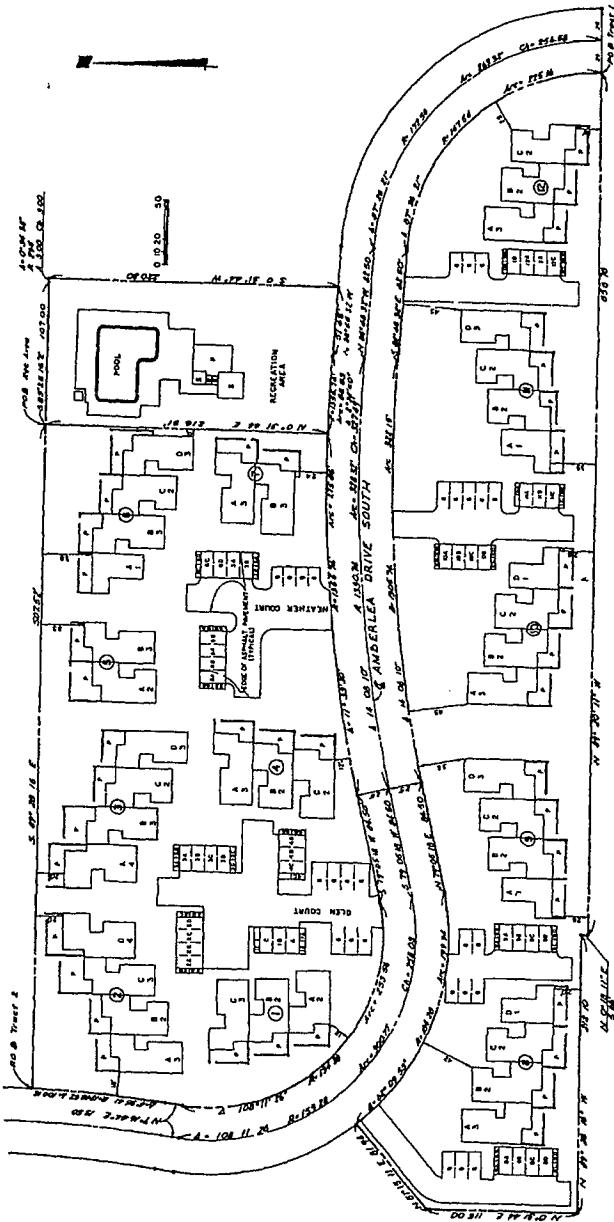
That part of Tract 1 described as follows. BEGIN at the intersection point of the south line of said tract and the westerly right-of-way line of Amberlea Drive South (50' r/w); thence proceed N 89° 20' 11" W along the south line of said tract for 656.76 feet; thence N 0° 18' 11" E for 5.88 feet; thence N 89° 28' 10" W for 212.10 feet; thence N 0° 31' 44" E for 115.00 feet, thence N 51° 15' 11" E for 81.94 feet to a point on the arc of curve that is concave to the Northeast, said point also being on the westerly right-of-way line of Amberlea Drive South, said point bears S 51° 15' 11" W from the radius point of said curve, thence southeasterly along the arc of said curve, and said right-of-way line, having a radius of 184.28 feet and a central angle of 62° 09' 53" for 199.94 feet to a point of tangency; thence N 79° 05' 18" E for 84.50 feet to a point of curvature of a curve that is concave to the South; thence along the arc of said curve having a radius of 1305.74 feet and a central angle of 14° 08' 10" for 322.15 feet to a point of tangency; thence S 86° 46' 32" E for 82.50 feet to a point of curvature of a curve that is concave to the Southwest; thence along the arc of said curve having a radius of 147.54 feet and a central angle of 87° 26' 21" for 225.16 feet to the POINT OF BEGINNING.

That part of Tract 2 described as follows: BEGIN at the intersection point of the North line of said tract and the easterly right-of-way line of Amberlea Drive South (50' r/w); thence proceed S 89° 28' 16" E along the north line of said tract for 507.52 feet; thence S 0° 31' 44" W for 216.91 feet to a point on the northerly right-of-way line of Amberlea Drive South, said point also being on the arc of a curve that is concave to the south, a radial line through said point bears N 0° 44' 48" E; thence westerly along the arc of said curve having a radius of 1355.74 feet and a central angle of 11° 39' 30" for 275.86 feet to a point of tangency, thence S 79° 05' 18" W for 84.50 feet to a point of curvature of a curve that is concave to the Northeast, thence along the arc of said curve having a radius of 134.28 feet and a central angle of 108° 11' 26" for 253.56 feet to a point of tangency; thence N 7° 16' 44" E for 13.50 feet to a point of curvature of a curve that is concave to the West; thence along the arc of said curve having a radius of 1248.52 feet and a central angle of 4° 35' 41" for 100.12 feet to the POINT OF BEGINNING.

EXHIBIT "A"

PIPER S. GLEN CONDOMINIUM

PLAT BOOK 72, PAGE 72 OF THE PUBLIC RECORDS OF PINELANDS COUNTY, FLORIDA, AND BEING A PORTION OF TRACTS 182, 202 OF "AMBERLEA WEST" AS RECORDED IN PLAT BOOK 72, PAGE 72 OF THE PUBLIC RECORDS OF PINELANDS COUNTY, FLORIDA, AND SITUATED IN SECTION 25, TOWNSHIP 28 SOUTH, RANGE 15 EAST, DUNEDIN, PINELANDS COUNTY, FLORIDA.



GENERAL NOTES

BUILDING NUMBER	FINISHED FLOOR ELEVATION
1	58.30
2	58.38
3	58.35
4	58.21
5	58.43
6	59.03
7	58.38
8	58.17
9	58.28
10	58.02
11	57.81
12	58.36

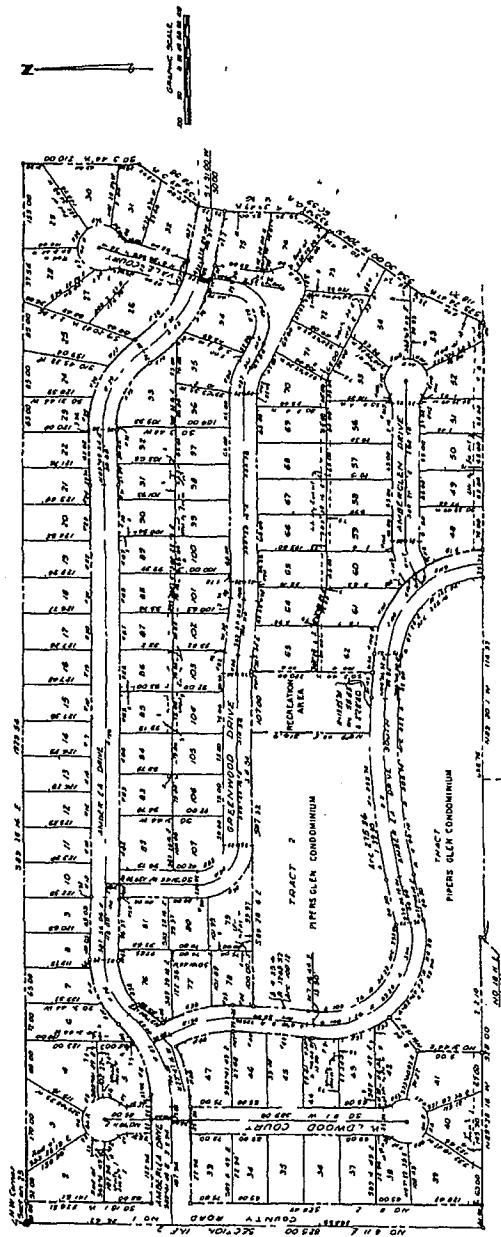
P-1 B POST BUCKLEY SCHUH & JERNIGAN, INC.
CONSULTING ENGINEERS AND PLANNERS
1/2 HARRISON STREET BOSTON, MASS.
AND 545 5TH AVENUE NEW YORK, N.Y.
TELEGRAMS: BUCKLEY, BOSTON, MASS.
TELEGRAMS: BUCKLEY, NEW YORK, N.Y.
CABLE ADDRESS: BUCKLEY, BOSTON, MASS.

LEGEND

0.8-4450 MAR 1005

PIPER S GLEN PROJECT

SITUATED IN SECTION 25, TOWNSHIP 28 SOUTH, RANGE 15 EAST, DUNEDIN, PINELLAS COUNTY, FLORIDA



DESCRIPTION

A parcel of land in the NW 1/4 of Section 26 Township 28 South Range 15 East and more particularly described as follows

P B POST BUCKLEY, SCHUH & JERNIGAN, INC.
S J CONSULTING ENGINEERS, SURVEYORS and PLANNERS
1812 BAYSTONE BLVD. DUMEDIN, FLA. 33566
Job No 523-061 30