

## CONDOMINIUM DOCUMENT



11485 Oakhurst Road, N  
Largo, Florida 33540

WATER'S EDGE IV, A CONDOMINIUM

Developer:  
Water's Edge, A General Partnership  
3040 Gulf to Bay Boulevard  
Clearwater, Florida 33516

WATER'S EDGE IV, A CONDOMINIUM

P R O S P E C T U S

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

PROSPECTUS

WATER'S EDGE IV

A CONDOMINIUM

TABLE OF CONTENTS AND EXHIBITS

TITLE

Important Matters to Consider in Acquiring a Condominium	i.
--	----

PROSPECTUS

Table of Contents	
Brief Description	ii.
Management of Condominium Property	iii.
Control of the Association	iii.
Restrictions on Sale and Lease, etc.	iii.
Restrictions	iii.
Utilities	iv.
Common Expenses and Ownership of Common Elements	iv.
Budget	iv.
Estimated Closing Expenses	iv.
Control of Condominium Association	iv.
Identity of Developer	v.
Initial Contribution	v.
Budget	vi.
Agreement for Sale	vii.
Sales Disclosure Statement	xiii.

DECLARATION OF CONDOMINIUM

Name of Condominium	1
Definitions	3
Exhibits	4
Easements	4
Unit Boundaries	5
Appurtenances to Units	5
Maintenance, Alteration and Improvement	6
Assessments and Common Expenses	7
Association	8
Insurance	8
Reconstruction or Repair After Casualty	10
Use Restrictions	13
Maintenance of Community Interests	14
Purchase of Units by Association	18
Rights of Developer	18
Compliance and Default	18
Amendments	19
Termination	20
Developer Responsibility for Assessments	21
Severability	22
Successor to Developer's Interests	22
Rule Against Perpetuities	22
Joinder and Consents	22
Enforceability	22
Partition	22
Signature Page	22
Exhibit "A" - Engineering Drawings	24
Exhibit "B" - Percentage Ownership Schedule	25

EXHIBIT 1 - PROSPECTUS  
EXHIBIT 2 - DECLARATION OF CONDOMINIUM  
EXHIBIT 3 - ARTICLES OF INCORPORATION  
EXHIBIT 4 - BY-LAWS  
EXHIBIT 5 - BUDGET  
EXHIBIT 6 - AGREEMENT FOR SALE  
EXHIBIT 7 - CONSENT OF MORTGAGEE TO DECLARATION OF CONDOMINIUM  
EXHIBIT 8 - RECEIPT FOR CONDOMINIUM DOCUMENTS  
EXHIBIT 9 - ESCROW AGREEMENT  
EXHIBIT 10 - SALES DISCLOSURE STATEMENT  
EXHIBIT 11 - PERCENTAGE OWNERSHIP SCHEDULE  
EXHIBIT 12 - SALES BROCHURE  
EXHIBIT 13 - RESERVATION SALES CONTRACT

ARTICLES OF INCORPORATION - EXHIBIT "C"

Name	32
Purpose	32
Powers	34
Membership	34
Existence	35
Subscribers	35
Officers	35
Directors	36
Indemnification	37
By-Laws	37
Amendment	38
Registered Agent	39
Acknowledgement	40
Acceptance of Registered Agent	

BY-LAWS OF ASSOCIATION - EXHIBIT "D"

Identity	41
Members' Meetings	41
Directors	44
Powers and Duties of the Board of Directors	49
Officers	50
Fiscal Management	51
Parliamentary Rules	54
Amendments	55
Statutory Inclusions	56

IMPORTANT MATTERS TO CONSIDER  
IN ACQUIRING A CONDOMINIUM

TITLE TO CONDOMINIUM UNIT IS CONVEYED IN FEE SIMPLE BY A WARRANTY DEED.

THE DEVELOPER (OR OTHER PERSON) HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. SEE PARAGRAPH 3 OF THE ARTICLES OF INCORPORATION AND PARAGRAPH 3 OF THE BY-LAWS.

THE SALE, LEASE OR TRANSFER OF YOUR UNIT IS RESTRICTED OR CONTROLLED. SEE PARAGRAPHS 12 AND 13 OF THE DECLARATION OF CONDOMINIUM.

1.

PROSPECTUS

WATER'S EDGE IV, A CONDOMINIUM

BRIEF DESCRIPTION

1. The name of the Condominium is WATER'S EDGE IV, a Condominium.
2. The condominium is located at 11485 Oakhurst Road, Largo, Florida 33540. The maximum number of units in the condominium is 188 units. The Condominium will have a mix of units of 102 two bedroom units, 42 one bedroom/den units, and 44 one bedroom units. The Condominium will be constructed in phases with the first phase containing 48 units, the second phase containing 40 units, the third phase containing 64 units, and the fourth phase containing 36 units. The Developer is not obligated to construct the total 188 units but has the option to construct the units as part of the phase condominium within the time frame set forth in the Declaration of Condominium.
3. The Declaration of Condominium contains a copy of the plot plan and survey of the Condominium.
4. The condominium is new construction and has received its master plan approval from the City of Largo. It is anticipated that the first phase of 48 units will be completed by November, 1981.
5. The maximum number of units that will use facilities in common with the Condominium if the entire Complex is constructed, will be 188 units.
6. THE CONDOMINIUM UNITS WILL BE SOLD IN FEE SIMPLE AND TITLE WILL BE CONVEYED BY STATUTORY WARRANTY DEED.
7. The recreation facilities shall include a pool, a pavilion and a pool house, with the pool having approximately 766 square feet and a depth of approximately 3 feet to 6 feet and a jacuzzi of approximately 52 square feet, the pavilion having approximately 1,600 square feet and the pool house having approximately 600 square feet. The pool decking is approximately 2,700 square feet and the pool is not heated.

The personal property that shall be delivered to the Condominium Association by the Developer shall be personal property in the amount of at least \$5,000.00.

MANAGEMENT OF THE CONDOMINIUM PROPERTY.

The Condominium Property shall be managed by the Condominium Association, which shall be controlled by the Developer until the Developer is obligated to relinquish control as required by law.

CONTROL OF THE ASSOCIATION.

THE DEVELOPER (OR OTHER PERSON) HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. REFERENCE PARAGRAPH 3 OF THE BY-LAWS OF THE CONDOMINIUM ASSOCIATION AND PARAGRAPH 3 OF THE ARTICLES OF INCORPORATION.

RESTRICTIONS ON SALE AND LEASE, ETC.

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. REFERENCE PARAGRAPH 13 OF THE DECLARATION OF CONDOMINIUM.

RESTRICTIONS.

The following pages and documents should be referred to when determining unit owners' limitations on control or use of the condominium properties.

1. The unit may be used only for residential purposes; it may not be used in a manner which will create a nuisance, an unlawful use or increase the cost of insurance; the unit owner is precluded from leasing or otherwise advertising with signs on the premises without the express written permission of the Association, except that the Developer has reserved the right to lease units. Initial purchasers shall be allowed to have pets that are easily carried in the common areas, but said pet shall not be replaceable nor shall subsequent purchasers be permitted to have pets. Refer to Paragraph 12 of the Declaration of Condominium. Children under the age of sixteen (16) shall not be permitted to reside in the condominium for any length of time.

2. Transfer of the unit either by sale, lease, devise, gift or operation of law requires the express written approval of the Condominium Association. Refer to Paragraphs 12 and 13 of the Declaration of Condominium.

UTILITIES.

Electric power is serviced by Florida Power Corporation, water is serviced by the City of Largo, waste disposal is by the City of Largo, sewage and storm drainage will be provided as required by the County of Pinellas and City of Largo authorities.

COMMON EXPENSES AND OWNERSHIP OF COMMON ELEMENTS.

Common expenses are proportioned among the unit owners in the same manner as their ownership of the common elements. Ownership of the common elements is apportioned equally among all of the Condominium unit owners.

BUDGET.

A budget is attached to this Prospectus.

ESTIMATED CLOSING EXPENSES.

BUYER'S EXPENSES IN ADDITION TO PURCHASE PRICE:

- A. Any costs incurred by the Buyer in obtaining mortgage financing.
- B. Cost of recording the warranty deed.
- C. Maintenance shall be prorated as of closing date, except as otherwise stated in the Purchase Agreement, and payment made at closing date through the end of the calendar quarter.
- D. An initial contribution to WATER'S EDGE IV CONDOMINIUM ASSOCIATION, INC., shall be made by the initial buyer of the condominium unit and deposited in the escrow funds of the Association.
- E. Pro-rata share of real estate taxes.

CONTROL OF CONDOMINIUM ASSOCIATION.

The control of the Condominium Association will be in the hands of the Developer subsequent to the sale of the majority of the Condominium Units. Control of the Condominium Association shall be delivered to the unit owners pursuant to the time periods as is set forth in Florida Statute 718.301 (1)(a)-(d) which parenthetically provides for a one-third representation upon the sale of fifteen (15%) percent of the units in the condominium; delivery of control within three (3) years after fifty (50%) percent of the units are sold; delivery of control within three (3) months after ninety (90%) percent of the units are sold.

References should be made to Paragraph three (3) of the Articles of Incorporation and Paragraph three (3) of the By-Laws of the Association, both of which are attached to the Declaration of Condominium as Exhibits "C" and "D".

IDENTITY OF DEVELOPER.

The Developer is a general partnership that consists of Citizen's Water's Edge, Inc., an Ohio corporation and Pittway Real Estate, Inc., a Florida corporation. Pittway Real Estate, Inc. is a subsidiary of Pittway Corporation and has expertise and knowledge in the construction, marketing and sale of single-family and multi-family homes.

INITIAL CONTRIBUTION.

The Developer is charging as part of the purchase price of the Unit, an initial contribution of \$83.54 for one-bedroom and \$105.03 for one-bedroom/den and two-bedroom units, which sums shall be placed in the reserve account of the Association.

MAINTENANCE GUARANTEE.

The Developer shall guarantee to the owners of condominium units that the maintenance fee shall remain the same until January 1, 1982, which fee shall be for a one-bedroom, one-bath, \$54.75 per month and for a two-bedroom, two-bath or one-bedroom/den, \$68.86 per month.

**ESTIMATED BUDGET**

## WATER'S EDGE IV, A CONDOMINIUM

<u>EXPENSE</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
Electric	\$ 522.00	\$ 6,264.00
Sewer	1,457.00	17,484.00
Water	492.00	5,904.00
Garbage	648.00	7,776.00
Personnel	1,770.00	21,240.00
Repairs	590.00	7,080.00
Supplies	570.00	6,840.00
Lawn	1,692.00	20,304.00
Pool	546.33	6,579.96
Elevator	649.00	7,788.00
Telephone	81.00	972.00
Insurance	1,379.00	16,548.00
Management	1,535.00	18,420.00
Professional Fees	198.00	2,376.00
Office	178.00	2,136.00
Land Sales Fee	<u>15.67</u>	<u>188.04</u>
	\$12,325.00	\$147,900.00
1 Bedroom (44)	54.75	657.00
2 Bedroom, 1 Bedroom/den (144)	68.86	826.32

The Budget is estimated on 188 units.

The Developer has guaranteed the monthly maintenance fee as shown to January 1, 1982.

The Developer has elected not to establish reserves during its control of the Condominium Association.

AGREEMENT FOR SALE  
WATER'S EDGE IV, A CONDOMINIUM

This Agreement for Sale is made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, by and between WATER'S EDGE PARTNERSHIP, hereinafter referred to as "Seller", whose address is 11485 Oakhurst Road, Largo, Florida 33540, and \_\_\_\_\_, hereinafter referred to as "Purchaser", whose address is \_\_\_\_\_ and whose telephone number is \_\_\_\_\_, and SS# is \_\_\_\_\_.

DESCRIPTION OF PROPERTY

Purchaser hereby agrees to purchase and Seller hereby agrees to sell and convey to Purchaser all of that certain parcel of real property being situated in the City of Largo, County of Pinellas, State of Florida, known and designated as Unit Number \_\_\_\_\_, together with all appurtenances thereto as the same are contained and defined in the Declaration of Condominium of WATER'S EDGE IV, a Condominium.

ORAL REPRESENTATIONS

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER (SELLER). FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

ADVANCE PAYMENTS

ANY PAYMENT IN EXCESS OF TEN (10%) PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER (SELLER) PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

PURCHASE PRICE AND METHOD OF PAYMENT

Purchaser agrees to pay the total Purchase Price of \$ \_\_\_\_\_ in U. S. currency to Seller as follows:

1. Deposit upon execution of this Contract	\$ _____
2. Additional deposit to be made on or before _____, 19_____,	\$ _____
3. Additional cash (10%) deposit due when the roof is completed.	\$ _____
4. _____	\$ _____
5. Balance of purchase price due at closing.	\$ _____
TOTAL \$ _____	

Estimated closing date is \_\_\_\_\_.

Seller, subject to the provisions of this Contract, agrees to use its best efforts to deliver the completed Unit on or before the estimated closing date. However, Seller can neither imply nor guarantee a firm completion and availability date, such advance projections being, and by their nature having to be, approximate estimates. Seller shall make every reasonable and diligent effort to meet or exceed estimated construction schedules but Seller shall not be obligated to make, provide or compensate for any accommodations, damages or inconveniences caused to Purchaser as a result of construction delays, regardless of the reason for such delays. Further, such delays shall not serve to cancel, amend, or diminish any of Purchaser's or Seller's obligations herein undertaken.

(initials)

It is understood and agreed that, in addition, Purchaser shall pay all costs and fees as listed under "Closing Costs", below, including Purchaser's prorata share of current maintenance expenses (estimated at the time of signing of this Contract to be \$ \_\_\_\_\_ per month), and initial capital contribution to WATER'S EDGE IV Condominium Association, Inc., a non-profit corporation, hereinafter referred to as the "Association" in the sum of \$ \_\_\_\_\_.

If Purchaser elects to obtain mortgage financing for any portion of the Purchase Price, Purchaser shall immediately take all actions necessary to insure the availability of such funds on or before the date of closing and the parties agree that the unavailability of such funds shall not delay the closing, Seller's time being of the essence of this Contract. Seller will guarantee the availability of financing of 80% of the purchase price at interest rates prevailing at the time of the closing of the Unit for purchasers who are qualified borrowers and accepted by the lender. Purchaser shall be obligated to pay any and all costs of obtaining such financing.

## CONSTRUCTION

1. Construction of the subject Condominium Unit has begun or will begin in the near future, and in no event will delivery to Purchaser of possession of the Unit and all utilities or systems necessary to support normal occupancy thereof, together with all other essential amenities, be later than two (2) years from the date of this Contract.
2. The Condominium will be erected substantially in accordance with the plans and specifications prepared by the architect, provided, however, that the plans and specifications are subject to change, without notice, as may be deemed necessary or advisable by Seller, architect, engineers or builder, or as may be required by law. Purchaser agrees to close notwithstanding such changes provided that such changes shall not substantially lessen the value of the Unit.
3. Seller warrants that the Unit pursuant to the requirements of Section 718.203, Florida Statutes (1978), and Purchaser shall receive the manufacturers' warranties for those appliances included in the Purchase Price of the Unit. Seller hereby expressly disclaims all other warranties for those appliances included in the Purchase Price of the Unit. Seller hereby expressly disclaims all other warranties as to the property which is the subject of this Contract, and gives no express warranty on those items defined as "consumer products" by the Magnuson-Moss Warranty Act.
4. Purchaser agrees that all matters pertaining to construction will be discussed by Purchaser only at the sales office of Seller, and Purchaser will not in any way interfere with workmen during the erection of the building or completion of the Unit.
5. Purchaser agrees that all changes, deletions, additions or alterations desired by Purchaser in the construction of Purchaser's Unit shall be agreed upon in writing by Purchaser and Seller at the time of execution of this Contract. All additional costs or charges incurred due to such changes, deletions, additions or alterations desired shall be at the time the change, deletion, addition or alteration is requested and such payment is not and shall not be construed to be a deposit or any part of a deposit for the purchase of the Unit, but is a separate consideration paid by Purchaser to Seller to induce Seller to alter or amend its plans and procedures to accommodate the preferences of Purchaser, and therefor, such payments are not and shall not be refundable. The cost for such changes shall be agreed upon and paid by Purchaser to Developer at the time of the written change order. Purchaser acknowledges that such changes may require additional time for delivery of possession of the Unit.
6. Purchase Price of Unit includes appliances, including electric range with range hood, refrigerator with ice maker, dishwasher, air conditioner, and disposal.
7. Completion of Construction shall be conclusively evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency.

TITLE OF PURCHASER

Seller will convey to Purchaser, by Statutory Warranty Deed, marketable or insurable fee simple title to the Unit, subject to the following exceptions:

1. The provisions of the Declaration of Condominium of the Condominium and all exhibits thereto.
2. Taxes and assessments for the year of closing and subsequent years, including but not limited to pending and certified county or municipal improvement liens.
3. Restrictions, reservations, conditions, limitations and easements of record prior to closing or imposed by governmental authorities having jurisdiction or control over the subject property.
4. Zoning, building code, bulkhead laws, ordinances, regulations, rights or interests vest in the United States or the State of Florida.

#### APPROVAL OF PURCHASER

Purchaser acknowledges and agrees that Seller shall have the right and privilege of investigating Purchaser for the purpose of ascertaining that the Condominium is occupied by a congenial group of those thought to be financially responsible and those who would make responsible condominium owners and residents, and that, for this purpose, Seller may, in its discretion at any time within thirty (30) days after date, rescind this Contract without giving any reasons therefor, and in such event, any sums paid by Purchaser shall be forthwith returned to him, and Purchaser and Seller shall thereupon be relieved of any and all rights and obligations under this Contract. In the event of such disapproval, Purchaser agrees that no officers, employees, directors or stockholders of Seller shall have any liability to Purchaser. Seller may order an investigative consumer report which may involve information on Purchaser's character and reputation, personal characteristics and mode of living. Should such a report be obtained, Purchaser shall have the right to notice of the contents thereof.

#### DEFAULT OF PURCHASER

In the event that Purchaser shall default in the performance of any of the obligations to be performed by Purchaser, pursuant to this Contract, Seller shall retain all sums previously deposited by the Purchaser as liquidated damages, including any interest thereon. In the event Purchaser has not paid a sum equal to ten (10%) percent of the Purchase Price, then such sum as Purchaser shall have paid shall be retained by Seller as liquidated damages, including interest thereon.

If for any reason whatsoever Seller should default in the performance of any of the obligations to be performed by Seller pursuant to this Contract, Seller's liability hereunder shall be limited to the return of any and all monies paid by Purchaser. Any default by either Seller or Purchaser shall be cured by the closing.

#### CLOSING

1. This Purchase Contract shall be closed on or before fifteen (15) days after personal delivery or mailing to Purchaser a copy of the Certificate of Occupancy for the Unit issued by the appropriate governmental authority. Closing shall take place at the office of Seller or its designated agent. All monies required to be paid by Purchaser at closing shall be in U. S. Currency in the form of cash or cashier's or certified check.
2. The following items shall be prorated between Seller and Purchaser as of the date of closing, unless possession is delivered to Purchaser prior to the closing, in which event the proration shall be as of the date of delivery of possession. Any tax proration at closing based upon an estimate shall be subsequently readjusted at the request of either party to the transaction upon receipt of a tax bill.
  - a) Real estate taxes, less any available discount for payment in the months in which discounts are available.
  - b) Monthly expense of maintenance and operation of the Condominium attributable to the Unit.
3. Purchaser shall pay for the following at closing:
  - a) Cost of recording the Warranty Deed.
  - b) All costs related to mortgage financing procured by the Purchaser.
  - c) There shall be a contribution to the Condominium Association, which if your Unit is a two-bedroom, two-bath or one-bedroom/den, shall be \$105.03 and if it is a one-bedroom, one-bath, shall be \$83.54.
  - d) Proration of monthly maintenance.
4. Seller will deliver to Purchaser a Statutory Warranty Deed with respect to the Unit herein conveyed.
5. Seller shall pay for the following at closing:
  - a) Documentary Stamps and Florida surtax stamps to be affixed to the Deed.
  - b) Title insurance commitment guaranty or policy evidencing fee simple title in Seller.

6. Occupancy shall be delivered simultaneously with the final disbursement of all proceeds under this Contract. The granting of any limited right of possession or access by Seller to Purchaser prior to the closing shall not constitute a waiver by Seller of any of Purchaser's obligations. In the event that "touch ups" or minor repairs to the subject Unit appear to be necessary as of the date of occupancy, Purchaser agrees that it shall look solely to Seller's warranty and to Seller's personnel to complete such correction or if the Purchaser has contracted on his own for extras to his Condominium Unit which have not been completed or otherwise are delaying the Developer from completing his tasks, Purchaser shall neither delay the closing nor refuse to fully disburse all proceeds under this Contract by reason of such matters.

MISCELLANEOUS PROVISIONS

1. Seller reserves the right to make such amendments, additions, or changes to any and all Condominium Documents as may be necessary to conform to applicable governmental regulations or statutes to expedite the sale of the Units; provided, however, that any such amendments, additions, or changes shall not diminish the interest of or increase any obligations of Purchaser to any substantial degree. Purchaser agrees that any amendments, additions, or changes so made were or shall be at the discretion of Seller. Seller shall furnish to Purchaser a copy of any amendment, addition, or change.
2. This Contract is not assignable by Purchaser and any attempted assignment thereof shall be null and void unless consented to in writing by Seller.
3. This Contract shall be construed in accordance with the laws of the State of Florida and shall, except as otherwise expressly provided herein, bind and inure to the benefit of the heirs, personal representatives, successors and assigns of Purchaser and Seller.
4. This Contract contains the entire understanding between Purchaser and Seller, and Purchaser hereby warrants that he has not relied on any verbal representations, advertising, portrayals or promises other than as contained herein. This Contract may not be modified, amended or rescinded except by a writing signed by both Purchaser and Seller. The provisions of this Paragraph will survive the closing of the sale and purchase of the Unit.
5. As used in this Contract, the word "Purchaser" shall mean all purchasers, jointly and severally, if there be more than one.
6. Unless otherwise notified in writing, notices shall be deemed duly sent if mailed to either Seller or Purchaser at his respective address as listed on the first page hereof.
7. The Unit that is the subject of this Contract has never been previously occupied.
8. Seller shall bear the risk of loss prior to closing unless possession of the Unit is delivered to Purchaser prior to closing, and in the latter event the risk of loss shall be borne by Purchaser as of the date of delivery of possession.
9. Purchaser covenants and represents to Seller that Purchaser has not dealt with any Real Estate Broker or salesman in connection with this transaction and Purchaser agrees to indemnify and hold Seller harmless from any claim whatsoever by any Real Estate Broker or salesman for any commissions and for the costs and expense of defending any claim for commission, including without limitation, a reasonable attorney's fee, arising out of or related to this transaction. The provisions of this Paragraph will survive the closing of the sale and purchase of the Unit.
10. Purchaser agrees not to record this Contract or any memorandum or other document referring to or describing this Contract, in the Public Records of any County in the State of Florida. If Purchaser shall record or cause or permit to be recorded any document in violation of the provisions of this Paragraph, such recording shall constitute a material default of Purchaser entitling Seller to retain Purchaser's deposit as described above and such recording shall automatically cancel any interest in the property described herein in favor of Purchaser. Unless Purchaser shall forthwith deliver to Seller a quit-claim deed conveying to Seller the property described in this Contract, Purchaser agrees to reimburse Seller for any attorney's fees or costs incurred in a suit to cancel this Contract and/or to quiet Seller's title against this Contract or any interest created thereby and shall likewise indemnify Seller for any damages suffered by virtue of such recording.

11. In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees, through and including all appellate levels.

#### FULL DISCLOSURE DOCUMENTS

SELLER shall deliver to PURCHASER the documents required to be delivered in accordance with Florida Statute 718.503. Should the PURCHASER determine not to purchase the Unit and shall cancel this Contract in accordance with its terms, then, upon termination, the PURCHASER shall return the Condominium documentation as provided herein to the SELLER and in the event the PURCHASER fails to do so, the SELLER shall deduct from any deposits previously made, \$50.00 to cover the costs of the documentation not returned.

**PURCHASER'S OPTION**

THIS AGREEMENT IS VOIDABLE BY BUYER (PURCHASER) BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

Should Purchaser desire to void this Contract pursuant to Purchaser's option as above referenced, Seller must receive written notice of cancellation signed by all persons signing this Contract as "Purchaser". Such written notice must be delivered to Seller or sent to Seller, at the address of Seller as listed on the first page of this Contract. Upon proper and timely cancellation, deposits shall be refunded by Seller within five (5) business days of Seller's receipt of written notice of cancellation, or such greater amount of time as is necessary for clearance of any deposit in the form of a check.

The name and address of the Escrow Agent required by Section 738.202, Florida Statutes, is PITTIWAY REAL ESTATE, INC., 3040 Gulf to Bay Boulevard, Clearwater, Florida 33516. The complete terms and conditions by which deposit monies shall be held are set forth in the Escrow Agreement between the Developer and PITTIWAY REAL ESTATE, INC.; a copy of which is included as an exhibit to the Prospectus. A receipt will be delivered upon request.

#### ADVANCE PAYMENTS

ANY PAYMENT MADE IN EXCESS OF TEN (10%) PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER (SELLER) PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER. NO INTEREST SHALL BE EARNED ON ANY DEPOSIT PAYMENT HELD PURSUANT TO THIS CONTRACT.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

#### Witnesses as to Purchaser:

(S501)

(SRAI)

### "Punjabistan"

Date:

THIS CONTRACT WILL NOT BE BINDING ON SELLER UNTIL EXECUTED BY PURCHASER.

Witnesses as to Seller:

WATER'S EDGE TV

By: \_\_\_\_\_ (SEAL)

"Seller"

DEPOSIT RECEIPT

The undersigned hereby acknowledged receipt, subject to collection, of the deposit in the amount of \$ \_\_\_\_\_.

By: \_\_\_\_\_ (SEAL)  
Authorized Signature

SALES DISCLOSURE

WATER'S EDGE IV, A CONDOMINIUM

UPON CLOSING THE SALE OF A CONDOMINIUM UNIT IN WATER'S EDGE IV, A CONDOMINIUM, ADDITIONAL COSTS MAY BE DEMANDED FROM YOU IN THE FORM OF CLOSING COSTS. CHARGES MAY BE MADE FOR THE FOLLOWING:

Proration of a maintenance fee from time of closing through the end of the quarter in which the closing occurs.

(\$54.75)(\$68.86)

Cost of recording the warranty deed.

3.4.00

Cost of procuring a mortgage. These costs will be disclosed to you by your mortgage lender. (Cost shall be determined by lender)

Initial contribution to be paid to WATER'S EDGE IV CONDOMINIUM ASSOCIATION, INC.

(\$83.54)(\$105.03)

THE PERSON PROCURING THE SALE OF THE CONDOMINIUM UNIT IS AN AGENT OF THE SELLER, WATER'S EDGE PARTNERSHIP, AND THE PERSON PROCURING THE SALE OF THE REAL PROPERTY WILL BE PAID BY THE SELLER UPON COMPLETION OF THE SALE.

THE UNDERSIGNED PURCHASER ACKNOWLEDGES RECEIPT OF THE DISCLOSURE PRIOR TO THE EXECUTION OF THE AGREEMENT FOR SALE OF REAL ESTATE.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Purchaser

THIS DOCUMENT IS PREPARED BY:  
ROGER A. LARSON, ESQUIRE  
GRAHAM, HODGE & LARSON, P.A.  
280 North Indian Rocks Road  
Bellair Bluffs, Florida 33540

DECLARATION OF CONDOMINIUM  
OF  
WATER'S EDGE IV, A CONDOMINIUM

MADE by the undersigned Developer, for itself, its successors, grantees and assigns.

The undersigned, WATER'S EDGE PARTNERSHIP, a general partnership, herein-after referred to as the "Developer", being the owner of fee simple title of record to those certain lands located and situate in Pinellas County, Florida, being more particularly described in Exhibit "A" attached hereto, does hereby submit and declare the said lands, described as Phase One, and improvements thereon to condominium ownership pursuant to the provisions of Chapter 718, of the Florida Statutes, hereinafter referred to as the "Condominium Act", and the terms and conditions of this Declaration.

1. NAME AND LEGAL DESCRIPTION

The name by which this condominium is to be identified is WATER'S EDGE IV, A CONDOMINIUM, hereinafter called the "Condominium" and its address is 11485 Oakhurst Road, Largo, Florida 33540.

1.1 It is the intention of the Developer to develop this Condominium in four phases. Phase One shall contain 48 Condominium Units as more particularly described and identified in Exhibit "A" and designated "Phase One", attached hereto and by reference made a part hereof.

1.2 The impact, if any which the completion of subsequent phases would have upon the initial phase would be to increase the number of residents in the general area, decrease the percentage ownership per unit of the common elements and percentage obligation of the common expenses.

1.3 The second phase must be completed within three (3) years of the date of this Declaration, and the third phase must be completed within five (5) years of the date of this Declaration. The fourth phase shall be completed within seven (7) years of the date of this Declaration.

1.4 The land which may become part of the Condominium is described in Exhibit "A" and designated "Total Area". The land on which each phase is to be built is also described in Exhibit "A" and is designated Phase One, Phase Two, Phase Three, and Phase Four, respectively.

1.5 The number and general size of Units to be included in each phase are as follows:

(a) Phase One: 48 Units as specifically described on Exhibit "A" attached hereto and by reference made a part hereof.

(b) Phase Two: 40 Units of an average size of approximately 1,206 square feet per Unit.

(c) Phase Three: 64 Units of an average size of approximately 1,144 square feet per Unit.

(d) Phase Four: 36 Units of an average size of approximately 1,123 square feet per Unit.

1.6 Each Unit's percentage ownership in the Common Elements as each phase is added is set forth in Exhibit "B".

CONDOMINIUM PLATS PERTAINING  
HERETO ARE FILED IN CONDOMINIUM  
PLAT BOOK 50, PAGES  
38 THROUGH 49 *verso*

1.7 There shall be constructed as part of Phase Two, the following recreation facilities:

A pool house being approximately 600 square feet, a pavilion of approximately 1,600 square feet, a pool of an approximate size of 766 square feet, which pool shall not be heated, a jacuzzi of approximately 52 square feet, and the pool decking of approximately 2,700 square feet in size and all of such recreation facilities shall be a part of the Common Elements to be placed a part of the Common Elements when Phase Two is declared to condominium ownership. The personal property to be provided at the time of the declaration of Phase Two shall be a minimum of Five Thousand Dollars (\$5,000.00) in personal properties.

Those recreation facilities that shall not be built if subsequent phases are not constructed are those recreation facilities that are previously set forth in the Paragraph above.

1.8 Each Unit is entitled to one (1) vote in the Association. The ownership in the Association attributable to each Unit would be that Unit's percentage ownership, as set forth in Exhibit "B", of the Condominium's ownership in the Association. If any phase or phases are not developed and added as part of this Condominium, said percentage shall remain in the amount designated in Exhibit "B" for the phases built and submitted to Condominium form of ownership. If one or more phases are not built, the Units which are built are entitled to one hundred (100%) percent of ownership of all common elements within the phases actually developed and added as part of the Condominium.

1.9 The Developer shall notify owners of existing Units of the commencement of, or decision not to add, one or more additional phases. Notice shall be by certified mail addressed to each owner at the address of his Unit or at his last known address.

1.10 The Developer is not required to convey any additional lands or facilities to the Condominium after the completion of the first phase, nor is the Developer obligated to construct the subsequent phases.

1.11 Time share estates shall not be a part of this Condominium.

1.12 During the construction of this Condominium and any additional phases, the Developer shall have the right to use any portion of the Condominium Property including the common elements and recreation facilities for the construction and sale of Units.

1.13 Phase Two, Phase Three, and Phase Four may be added to this Condominium by the execution of an Amendment to this Declaration by the Developer only, and such Amendment shall not require the execution or consent of any Unit Owners other than the Developer.

1.14 Until such time as the Developer owns no Units in the Condominium, there shall be no replacement or other reserves established without the written consent of the Developer, and the Developer need not contribute by way of assessment his share of such reserves and replacement cost.

1.15 Notwithstanding the provisions of Florida Statutes 718.100, amendments adding phases to the Condominium shall not require the execution of such amendments or consents thereto by Unit Owners other than the Developer, unless the amendment permits the creation of time share estates in any Unit of the additional phase of the Condominium and such creation is not authorized by this original Declaration.

## 2. DEFINITIONS

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-Laws of the Association, shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

2.1 Association means WATER'S EDGE IV CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, and its successors.

2.2 Common Elements shall include:

- (a) All of those items stated in the Condominium Act.
- (b) Tangible personal property deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association.
- (c) All Condominium property not included in the Units.

2.3 Common Expenses include:

- (a) Expenses of administration and management of the Association and of the Condominium Property.
- (b) Expenses of maintenance, operation, repair or replacement of the Common Elements, Limited Common Elements, and of the portions of Units to be maintained by the Association.
- (c) The costs of carrying out the powers and duties of the Association.
- (d) Expenses declared Common Expenses by the provisions of this Declaration or by the By-Laws of the Association.
- (e) Any valid charge against the Condominium Property as a whole.
- (f) Rentals, membership fees, operations, replacements, and other expenses of lands or possessory interests in lands purchased by the Association pursuant to Florida Statute 718.111 and Florida Statute 718.114, 1970.

2.4 Condominium Parcel is a unit, together with the undivided share in the common elements which is appurtenant to the unit.

2.5 Condominium Property means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.6 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.

2.7 Unit means a part of the condominium property which is subject to exclusive ownership.

2.8 Unit Owner or Owner of a Unit means the owner of a Condominium parcel.

2.9 Utility Services shall include but not be limited to electric power, gas, water, air conditioning, and garbage, sewage disposal, cable television, together with all other public service and convenience facilities.

### 3. EXHIBITS

Exhibits attached to this Declaration of Condominium shall include the following:

3.1 (Exhibit "A") The legal description of the land included in the Condominium and a Survey of the land and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are of sufficient detail to identify the Common Elements and each Unit and a relative location and approximate dimension, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

3.2 (Exhibit "B") The percentage ownership schedule of the Common Elements and Common Surplus and Obligation for Common Expenses.

3.3 (Exhibit "C") The Articles of Incorporation of the Association.

3.4 (Exhibit "D") The By-Laws of the Association.

3.5 (Exhibit "E") Consent of Mortgagor.

### 4. EASEMENTS

Easements are expressly provided for and reserved in favor of the Unit Owners, their lessees, their guests and invitees, as follows:

4.1 Utilities. Easements are reserved through the Condominium Property as may be required for utility service in order to serve the specific Condominium, however, such easements shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by the affected Unit Owners.

4.2 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 Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.