

Articles of Incorporation
Rothmoor Estates Condominium Association Inc.

DEC 17, 1997 6:32PM 91-366540

PREPARED BY AND RETURN TO:

Leonard J. Mankin, P.A.

28050 U.S. 19 N., Suite 100

Clearwater, FL 33761

PINELLAS COUNTY FLA.
OFF.REC.BK 9938 PG 968

CERTIFICATE OF AMENDMENT TO

DECLARATION OF CONDOMINIUM FOR

ROTHMOOR ESTATES CONDOMINIUM

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on the 19th day of November, 1997, by a vote of not less than seventy-five (75%) percent of the voting interests of the Condominium and after the unanimous adoption of a Resolution proposing said amendments by the Board of Directors, the Declaration of Condominium for ROTHMOOR ESTATES CONDOMINIUM, A CONDOMINIUM, as originally recorded in O.R. Book 4885 Page 845, et seq., and as it has been amended, in the Public Records of Pinellas County, Florida, be, and the same is hereby amended in accordance with the Schedule of Amendments attached as Exhibit "A" and incorporated herein by reference.

IN WITNESS WHEREOF, ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 15th day of December, 1997.

(CORPORATE SEAL)

ROTHMOOR ESTATES CONDOMINIUM
ASSOCIATION, INC.

By [Signature]
ROY E. OLDHAM, President

ATTEST:

[Signature]
JUDITH C. PIOTTER, Secretary

RECORDING

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AMENDED ARTICLES OF INCORPORATION

OF

ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This document constitutes the Amended Articles of Incorporation of ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., for the purpose of continuing the corporate existence of the previously merged two condominium associations under a new name for the merged associations. This Amendment deletes now-irrelevant references to the original developer, from whom the residents have assumed control of the corporation.

ARTICLE I

The name of the corporation shall be ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC. Prior to this Amendment, there were two condominium associations which were merged by instrument filed with the Secretary of State on May 11, 1973. At that time, the Merger Agreement continued the name of the first of the two associations: ROTHMOOR ESTATES CONDOMINIUM NO. ONE, INC. By separate Amendment, the latter name was changed to ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.

ARTICLE II

(1) The purpose for which the renamed Association exists, and for which its predecessors were organized, is and was to provide an entity under the Condominium Act, for the operation of the existing two condominiums: ROTHMOOR ESTATES CONDOMINIUM NO. ONE, INC., and ROTHMOOR ESTATES CONDOMINIUM NO. TWO, INC., and after successful merger of the two condominiums, the operation of ROTHMOOR ESTATES CONDOMINIUM, a single, merged condominium. The subject condominium complex is located in Largo, Pinellas County, Florida. The condominium complex consists of eighty-four (84) condominium units, originally developed as part of two separate condominiums. The renamed Association has managed both condominiums, purchased the recreational facility used by residents of both condominiums and is effectuating a merger of the two condominiums, which includes submission of the recreational areas to the condominium form of

ownership in the interest of all of the residents of the complex.

(2) The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III

The powers of the Association shall include and be governed by the following provisions:

(1) The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

(2) The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the Condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) The maintenance, repair, replacement and operation of the condominium property.

(d) The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.

(e) The reconstruction of improvements after casualty and the further improvement of the property.

(f) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than 75% of the votes of the entire membership of the

Association before such shall become effective.

(g) To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.

(h) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the condominium.

(i) To contract for the management of the condominium and the maintenance, repair and operation of the condominium property, and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors of the membership of the Association.

(j) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

(k) To employ personnel to perform the services required for proper operation of the condominium.

(3) The Association shall have the power to purchase an apartment of the condominium.

(4) All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

(5) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE IV

(1) The members of the Association shall consist of all owners of apartments in the condominium and after

termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

(2) After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of Pinellas County, Florida, a deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

(3) 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 apartment.

(4) The owner of each apartment shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of an apartment and the manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE V

(1) The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three (3) directors, and in the absence of such determination shall consist of three (3) directors. Directors need not be members of the Association.

(2) Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

(3) The current directors, named below, shall serve until the next election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

<u>NAME</u>	<u>ADDRESS</u>
JEAN G. ANDREWS (At-Large)	403 Mindy Drive Largo, Florida 33541
DOROTHY ELDER	604 Mindy Drive Largo, Florida 33541
ALLEN J. EMRICK	501 Cara Court Largo, Florida 33541
SIDNEY R. JANOW	1205 Cara Drive Largo, Florida 33541
WALTER JOHNSON (At-Large)	104 Mindy Drive Largo, Florida 33541
REX SANDE (At-Large)	705 Mindy Drive Largo, Florida
VIRGINIA L. STEALEY	1006 Cara Drive Largo, Florida 33541

ARTICLE VI

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the current officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>OFFICE</u>
ALLEN J. EMRICK	501 Cara Court Largo, Florida 33541	President
SIDNEY R. JANOW	1205 Cara Drive Largo, Florida 33541	Vice President
VIRGINIA L. STEALEY	1006 Cara Drive Largo, Florida 33541	Treasurer
DOROTHY ELDER	604 Mindy Drive Largo, Florida 33541	Secretary

ARTICLE VII

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the

Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

The present By-Laws of the Association shall continue in existence, but may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(1) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(2) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided,

(a) Such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) By not less than 80% of the votes of the entire membership of the Association.

(c) Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights

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of members without approval in writing by all members and the joinder of all record owners of mortgage upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Association of Condominium.

(4) A copy of each amendment shall be certified by the Secretary of State and be recorded in the public records of Pinellas County, Florida.

ARTICLE II

The term of the Association shall be perpetual.

ARTICLE XI

The names and addresses of the subscribers of these Amended Articles of Incorporation are the current officers, who also certify by their signatures hereto, that the requisite approvals were secured for the filing and recording of this document as and for the Amended Articles of Incorporation for the renamed condominium Association. These Amended Articles have been approved as provided for in the Articles of Incorporation.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 2nd day of January, A. D. 1979.

Witness whereof:

James J. Lefuna
Ray Lynde
Robert Johnson

Allen J. Erick
Allen J. Erick - President
Sidney R. Janow
Sidney R. Janow - Vice President
Virginia L. Stealey
Virginia L. Stealey - Treasurer
Dorothy E. Elden
Dorothy E. Elden - Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

ss.

BEFORE ME, the undersigned authority, personally appeared ALLEN J. ERICK, SIDNEY R. JANOW, VIRGINIA L. STEALEY and DOROTHY E. ELDEN, who, after being duly sworn, acknowledge that they executed the foregoing Amended Articles of Incorporation for the purposes

and in full view of my hand and official seal this 2nd day of January, 1979.

Julia H. Harte
Notary Public, State of Florida
at Large.

State of Florida



Department of State

I certify that the attached is a true and correct copy of Amended Articles of Incorporation of ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, filed on February 2, 1979, as shown by the records of this office.

The charter number of this corporation is 721967.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 2nd day of February, 1979.



[Signature]
Secretary of State

Wm. Kerrick
Witness: Unit #202 - FITZGERALD

Barbara C. McLean
Witness: Unit #202 - FITZGERALD

Sammy R. Janson
Barbara C. McLean
Witness: Unit #203 - WALLACE

(both witnesses above)
Witness: Unit #203 - WALLACE

Sammy R. Janson
Barbara C. McLean
Witness: Unit #204 - BOONE

(both witnesses above)
Witness: Unit #204 - BOONE

Barbara C. McLean
Wm. Kerrick
Witness: Unit #205 - WHEELER

Barbara C. McLean
Wm. Kerrick
Witness: Unit #205 - WHEELER

Wm. Kerrick
Witness: Unit #206 - BAY

Barbara C. McLean
Witness: Unit #206 - BAY

Sammy R. Janson
Barbara C. McLean
Witness: Unit #207 - WICKMAN

(both witnesses above)
Witness: Unit #207 - WICKMAN

Sammy R. Janson
Barbara C. McLean
Witness: Unit #301 - JOHNSON

Sammy R. Janson
Barbara C. McLean
Witness: Unit #301 - JOHNSON

Sammy R. Janson
Barbara C. McLean
Witness: Unit #302 - QUIGEL

Sammy R. Janson
Barbara C. McLean
Witness: Unit #302 - QUIGEL

Sammy R. Janson
Barbara C. McLean
Witness: Unit #303 - ULRICH

Sammy R. Janson
Barbara C. McLean
Witness: Unit #303 - ULRICH

Anne E. Fitzgerald
Unit #202 - ANNE E. FITZGERALD

Jack Wallace
Unit #203 - JACK WALLACE, Owner

Gertrude Wallace
Unit #203 - GERTRUDE WALLACE, Owner

Clara F. Boone
Unit #204 - CLARA F. BOONE, Owner

Vernelle G. Wheeler
Unit #205 - VERNELLE G. WHEELER, Owner

Catherine E. Wheeler
Unit #205 - CATHERINE E. WHEELER, Owner

Mary A. Bay
Unit #206 - MARY A. BAY, Owner

Evelyn M. Wickman
Unit #207 - EVELYN M. WICKMAN, Owner

Howard F. Johnson
Unit #301 - HOWARD F. JOHNSON, Owner

Dorothy M. Johnson
Unit #301 - DOROTHY M. JOHNSON, Owner

Gordon B. Quigel
Unit #302 - GORDON B. QUIGEL, Owner

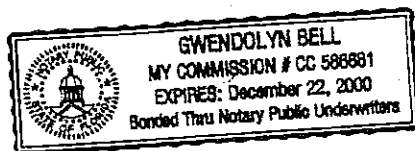
Betty W. Quigel
Unit #302 - BETTY W. QUIGEL, Owner

Samuel M. Ulrich
Unit #303 - SAMUEL M. ULRICH, Owner

Helen B. Ulrich
Unit #303 - HELEN B. ULRICH, Owner

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 15th day of December, 1997 personally appeared ROY E. OLDHAM, President, and JUDITH C. PIOTTER, Secretary, of ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., and acknowledged the execution of this instrument for the purposes herein expressed and who is personally known to me or who produced a driver's license as identification.



Gwendolyn Bell
Notary Public
Gwendolyn Bell
Printed Name of Notary
My commission expires:

PREPARED BY AND RETURN TO:
Leonard J. Mankin, P.A.

INST # 97-366541
DEC 17, 1997 6:32PM

28050 U.S. 19 N., Suite 100
Clearwater, FL 33761

CERTIFICATE OF AMENDMENT TO

PINELLAS COUNTY FLA.
OFF. REC. BK 9938 PG 971

AMENDED ARTICLES OF INCORPORATION FOR

ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on the 19th day of November, 1997, by a vote of not less than seventy-five (75%) percent of the entire membership of the Association and seventy-five (75%) percent of the Board of Directors and after the adoption of a Resolution proposing said amendments by the Board of Directors, the Amended Articles of Incorporation for ROTHMOOR ESTATES CONDOMINIUM, A CONDOMINIUM, as originally recorded in O.R. Book 4885 Page 895, et seq., and as it has been amended, in the Public Records of Pinellas County, Florida, be, and the same is hereby amended in accordance with the Schedule of Amendments attached as Exhibit "A" and incorporated herin by reference.

IN WITNESS WHEREOF, ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 15th day of December, 1997.

(CORPORATE SEAL)

ROTHMOOR ESTATES CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]
ROY E. OLDHAM, President

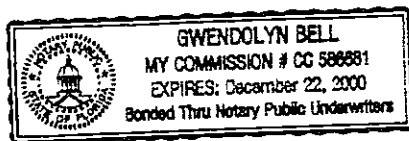
ATTEST:

[Signature]
JUDITH C. PIOTTER, Secretary

Condominium Plats pertaining hereto are recorded
in Condominium Plat Book 35, Page 44.

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 15th day of December, 1997, personally appeared ROY E. OLDHAM, President, and JUDITH C. PIOTTER, Secretary, of ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., and acknowledged the execution of this instrument for the purposes herein expressed and who is personally known to me or who produced a driver's license as identification.



Gwendolyn Bell
Notary Public
Gwendolyn Bell
Printed Name of Notary
My commission expires:

Changes to the

PINELLAS COUNTY FLA.
OFF.REC.BK 9938 PG 973

AMENDED ARTICLES OF INCORPORATION
OF
ROTHEMOOR ESTATES CONDOMINIUM ASSOCIATION, INC

Ratified November 19, 1997

Page 4, Article V

(1) The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three (3) directors, and in the absence of such determination shall consist of three (3) directors. Directors ~~need not must~~ be members of the Association. If there is more than one record owner of a single unit, only one owner may serve on the Board of Directors at a time.

Page 4, Article V now reads

(1) The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three (3) directors, and in the absence of such determination shall consist of three (3) directors. Directors must be members of the Association. If there is more than one record owner of a single unit, only one owner may serve on the Board of Directors at a time.

shall agree to purchase all of the Apartments owned by Owners not approving the termination. Such agreement shall create a separate contract between each seller and his purchaser.

B. Price. The sale price for each Apartment shall be the Fair Market Value determined by agreement between the seller and the purchaser within twenty (20) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the arbitration rules provided for herein, and a judgment for specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

C. Payment. The purchase price shall be paid in cash.

D. Closing. The sale shall be closed within twenty (20) days following determination of the sale price and the closing costs of the sale shall be borne in the usual manner.

18.3 Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Pinellas County, Florida.

18.4 Shares of Owners after Termination. After termination of the Condominium the Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Owners. Any termination of this Condominium shall not affect the responsibility and liability of the Apartment Owners for their shares of common expenses under any management contract executed by the Association. The undivided shares of the Owner shall be the same as the undivided percentage of ownership prior to termination, as set forth in Paragraph 8...

18.5 Amendment. The section concerning termination cannot be amended without consent of all parties required to terminate this Declaration as stated in Paragraph 18.2 hereof.

19. Termination of Recreation Leases. The parties hereto unanimously join together to expressly cancel, terminate and forever invalidate the two perpetual recreation leases previously pertaining to the Rothmoor Estates condominium complex: to-wit, the leases recorded in the Public Records of Pinellas County, Florida, in Official Records Book 3661, pages, 180 et. seq., as to former Rothmoor Estates Condominium No. One, and in Official Records Book 3801, pages 375, et. seq., as to former Rothmoor Estates Condominium No. Two. The rights of Owners to use the recreation facilities and the streets, which previously were the subject matter of said leases, now exist by virtue of the purchase of such facilities and streets by the Association and present submission to condominium ownership by this Declaration.

19.1 Management and Control of Recreational Areas and Streets. The Association shall manage and control the recreational areas and streets as common elements and establish in

accordance with this Declaration and the Articles of Incorporation and Bylaws, such reasonable rules and regulations as benefit all Rothmoor Estates residents, who shall be equally entitled to the use and enjoyment of such recreational areas and streets.

19.2 Temporary Lien against Certain Units to Secure Purchase of Recreational Facilities. In order to protect the Association, the Association's lender who helped finance the purchase of the recreational facilities and streets, and each unit owner who paid in full in cash his or her full share of the purchase, it is understood that a temporary lien shall exist against certain units. This lien shall terminate as to each such unit at such time as the Owner of such unit pays the balance due from that unit as its share of the purchase price of the recreational facilities and streets. The following units remain subject to this lien against their Owners to timely pay their notes executed to effectuate the said purchase:

Apartment #203
Apartment #207
Apartment #705
Apartment #707
Apartment #802
Apartment #803

Apartment #903
Apartment #904
Apartment #905
Apartment #1104
Apartment #1201
Apartment #1202

The effectuation of this Condominium Merger and the addition of recreation areas and streets to the Condominium form of ownership shall not be construed in any manner to alter the security provided to any institutional lender holding a mortgage interest on any condominium parcel or to the ASSOCIATION's lender, including specifically the continued first mortgage status, as to the recreation lands and recreation facility, of the mortgage in favor of GLENN E. MCCORMICK CO., INC., dated May 20, 1978, and recorded May 25, 1978, in O. R. 4700, page 1181, Public Records of Pinellas County, Florida, in the original principal amount of \$48,000.00.

20. DETERMINATION OF FAIR MARKET VALUE. Whenever the term "Fair Market Value" is used herein, it shall mean the reasonable value of an Apartment at the time of sale, taking into consideration the amount paid for said Apartment, the applicable portion of any outstanding mortgage encumbering the property, the condition of the market for such interest, and condition of the Apartment and the equipment located therein, and any other facts which may have a bearing on said price. The Association, upon consultation with a qualified real estate appraiser, shall set this value, which shall be used when Fair Market Value is the guide. In the event the value set by the Association is not suitable or agreeable to all affected parties, the process of arbitration as set forth herein shall be used, and if said procedure is not used within the time limit set forth, the value determined by the Association shall prevail and shall be absolutely conclusive and binding on all parties.

21. ARBITRATION.

21.1 When Arbitration is to be Used. Unless otherwise agreed between the affected parties, the process of arbitration as herein set forth shall be used when controversy arises between an Owner and the Association, or between respective present Owners or prospective Owners, if the controversy or dispute pertains to the construction of any provisions of this Declaration, or compliance or non-compliance with any provisions of this Declaration, or any dispute which may arise due to the application of Paragraph 14 of the Declaration concerning approval, or the violation of any of the use restrictions of the Condominium Property, or any dispute which may arise under the insurance clause hereof, or under any other specific item which may be designated by an amendment to this Declaration as this Declaration may be amended from time to time.,

21.2 Procedure. Arbitration, where so provided for in this agreement, shall proceed in the following manner:

A. Who May Commence Arbitration. Either party to a controversy may institute arbitration proceedings upon written notice delivered to the other parties in person or by certified mail.

B. Notice. The notice referred to above shall reasonably identify the subject of the controversy to be submitted to arbitration.

C. Appointment of Arbitrators. Within ten (10) days from delivery or mailing of said notice, each party shall name and appoint one arbitrator. The time for said appointment may reasonably be extended upon request.

1. Failure to Appoint. In the event any party has failed to make or appoint, the party having made his appointment shall appoint a second arbitrator. The two (2) appointed arbitrators shall then appoint a third arbitrator within a reasonable time, application may be made to the circuit court by either party for such appointment.

D. Place for Hearing. The arbitrators shall select the time and place for hearing of the controversy, and shall notify the parties of said time and place by written notice to be delivered in person or by certified mail at least five (5) days prior to said hearing.

E. Hearing. The hearing shall be conducted by all of the arbitrators, but a majority may determine any question and render a final decision and award. The arbitration shall be conducted as provided in paragraph 21 hereof and its subparagraphs except where it conflicts with the arbitration laws of this State as they exist at that time, in which instance the latter shall control.

F. Decision. The decision and award of the arbitrators shall be in writing and signed by a majority of the arbitrators and delivered to the parties in person or by certified mail within a reasonable time after the final hearing day, except that a final date for the delivery of the decision and award may be established by the parties at which time the award must be presented. Reasonable extensions may be granted either before or after the expiration date upon written agreement of the parties.

G. Costs. The fees of the arbitrators and the costs and expenses incurred in said arbitration shall be divided and paid one-half (1/2) by each of the parties. Each party shall be responsible for paying the fee of his own counsel.

22. MORTGAGE FORECLOSURE. The following provisions shall control any foreclosure or attempted foreclosure of an Apartment:

22.1 Redemption. In the event proceedings are instituted to foreclose any mortgage on any Apartment, the Association, or any one or more of the Apartment Owners, shall have the right to redeem from the mortgage for the amount due and secured under said mortgage, or to purchase such Apartment at the foreclosure sale for the amount set forth to be due in the foreclosure decree.

22.2 Ownership by Mortgages. Nothing herein contained shall preclude a mortgage institution, savings and loan association, insurance company, or other recognized lending institution from owning an Apartment, and such lending institution shall have an unrestricted, absolute right to accept title to the Apartment in settlement and satisfaction of said mortgage, or to foreclose the mortgage in accordance with the terms thereof, and in accordance with the laws of the State of Florida; and the right to bid upon said Apartment at the foreclosure sale.

22.3 Sale of Apartment by Mortgagee. If such default is not cured, as aforesaid, and should the Association or any Member of the Association fail to purchase such mortgage together with any cost incident thereto from the mortgagee, or fail to purchase said Apartment at the foreclosure sale, and in or by taking title in lieu of foreclosure, the said mortgagee may sell said Apartment, and the Association and any of its Members shall have the first option to purchase the Apartment at any time the mortgagee owns an Apartment. In said event, the approval procedure as set forth in Paragraph 14 should not be followed.

22.4 Amounts Due from Mortgagee Owner. In the event a mortgagee takes title in lieu of foreclosure, the mortgagee shall be responsible for any share of the common expenses which are assessed to the individual Apartment, which are unpaid and which are secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. The temporary lien specified in Paragraph 19.2 herein, is expressly deemed and recognized as recorded as of August 25, 1978, the date of the filing of the Notice of Agreements for Releases from Leases, filed in O. R. 4741, page 234, as to the subject units. If a savings and loan association, bank or insurance mortgagee so acquires title to any unit in this Condominium, the same mortgagee shall be required to pay the amount due for any unit it owns, in the same proportion that the former Owner was required to pay for maintenance and management, and if applicable, on the note financing the purchase of the recreational facilities. It shall also be responsible for assessments which may be made from time to time against its Apartment.

A. Amount Due if Rented. In the event an Apartment is owned by a savings and loan association, bank or insurance mortgagee, and if said Apartment is rented or leased, then the Apartment Owner shall be responsible for the payments of all common expenses the same as any other Owner.

22.5 Purchase from Mortgagee. Any purchaser from any mortgagee mentioned in this paragraph shall be responsible for paying his share of common expenses.

22.6 Unpaid Common Expenses. In the event a mortgagee forecloses or accepts a deed of conveyance in lieu of foreclosure and there remain unpaid assessments or common expenses as to an individual Apartment, said arrearages shall be cancelled, except as provided in Paragraph 22.4.

23. Miscellaneous.

23.1 Who Shall be Governed. An Owner, his tenant, family, employee or guest, or any other person who may in any manner use the Condominium Property or any part of it are subject to the provisions of The Condominium Act as it existed on the date of the filing of this Declaration, this Declaration itself, and the By-Laws of the Association.

Legislative enactments changing The Condominium Act subsequent to the filing of this Declaration may be adopted as governing this Condominium, if approved by 75% vote of the membership of the Association and a certificate of such action filed in the Public Records of Pinellas County; provided, however, that the percentages of ownership and shares in common expenses may not be so changed, but only by unanimous agreement between unit Owners and affected lenders.

23.2 Unpaid Utilities. The Association has the power to have an Owner's electricity, and other utilities, disconnected in the event an Owner refuses to pay his monthly assessment after ten days after he is served notice of default by mail to his last known address or by personal delivery.

23.3 Ownership of Apartment by Association. The Association shall have the power and authority to own an Apartment of this Condominium and to mortgage same with the approval of the Board of Directors. In the event an Apartment is rented or leased, the monies received shall be added to the common surplus and used to pay miscellaneous maintenance costs. In the event the Apartment is sold, the proceeds received shall be added to the common surplus and used to pay maintenance expenses, etc. In the event the Association owns an Apartment from which no income is received, then the share of maintenance expenses applicable to said Apartment shall be paid as a common expense.

23.4 Compliance and Default. Each Apartment Owner shall be governed by and shall comply with the terms of this Declaration of Condominium, By-Laws and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of Owner to comply therewith shall entitle the Association or other Apartment Owners to the relief provided under the Condominium Act, and to any other relief legally available.

23.5 Negligence. Any Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of an Apartment or its appurtenances, or of the common elements or the Common and Recreational Areas.

23.6 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of Owner to comply with the terms of this Declaration, By-Laws or regulations adopted pursuant thereto, as said documents and regulations may be amended from time to time, or the Condominium Act as it existed on the date of the filing of this Declaration, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court, except as provided in Paragraph 21 hereof.

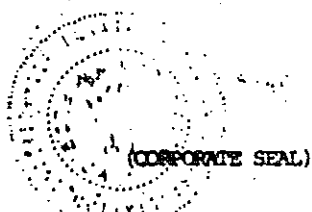
23.7 No Waiver of Rights. The failure of the Association or any Owner to enforce any covenant, restriction or other provision of The Condominium Act, this Declaration, the By-Laws or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

23.8 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the By-Laws and regulations of the Association, shall not affect the validity of the remaining portions hereof. Specifically, the invalidity of any of the use of arbitration as herein set forth shall not affect any of the remaining uses pertaining to arbitration.

IN WITNESS WHEREOF, the Owners, the Association and the various affected lenders, have caused these presents to be executed and in the case of corporate signatories, the proper corporate seal to be affixed thereto by its properly authorized officers. The date of final approval shall be the day and year of recording of this

Declaration of Condominium.

DATED this 26th day of February, A. D. 1979.



POTHMOOR ESTATES CONDOMINIUM
ASSOCIATION, INC.

Allen J. Barick
President - ALLEN J. BARICK

Dorothy J. Elder
Attest: Secretary - DOROTHY ELDER

Barbara C. McLean
Lester D. Sollenberger
Witness: Unit #101 - SOLLENBERGER

Lester Sollenberger
Unit #101 - LESTER D. SOLLENBERGER, Owner

Thelma I. Sollenberger
Unit #101 - THELMA I. SOLLENBERGER, Owner

Barbara C. McLean
Witness: Unit #102 - PRICES

James C. Price
Unit #102 - JAMES C. PRICE, Owner

Allen J. Barick
Witness: Unit #102 - PRICES

Helen M. Price
Unit #102 - HELEN M. PRICE, Owner

George A. Meagher
Witness: Unit #103 - MEAGHER

George A. Meagher
Unit #103 - GEORGE A. MEAGHER, Owner

Allen J. Barick
Witness: Unit #103 - MEAGHER

Inez L. Meagher
Unit #103 - INEZ L. MEAGHER, Owner

Barbara C. McLean
Witness: Unit #104 - JOHNSON

Walter B. Johnson
Unit #104 - WALTER JOHNSON, Owner

Lanny E. Johnson
Witness: Unit #104 - JOHNSON

Ruth E. Johnson
Unit #104 - RUTH E. JOHNSON, Owner

Barbara C. McLean
Witness: Unit #105 - CAROLYN H. SEAMAN

Deceased
Unit #105 - GEORGE B. SEAMAN, Owner

Carolyn H. Seaman
Witness: Unit #105 - CAROLYN H. SEAMAN

Carolyn H. Seaman
Unit #105 - CAROLYN H. SEAMAN, Owner

Barbara C. McLean
Lanny E. Johnson
Witness: Unit #201 - STEVENS

Charles H. Stevens
Unit #201 - CHARLES H. STEVENS, Owner

Barbara C. McLean
Lanny E. Johnson
Witness: Unit #201 - STEVENS

Helen M. Stevens
Unit #201 - HELEN M. STEVENS, Owner