

AMENDED AND RESTATED BY-LAWS
OF
ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.

~~A Corporation Not for Profit
Under the Laws of the State of Florida~~

1. General. Identity and Purpose.

1.01 Name. These are the By-Laws of ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC. ~~called (the "Association") in these By-Laws,~~ a corporation not-for-profit incorporated under the laws of the State of Florida. ~~The original Articles of Incorporation of the first condominium association for the Rothmoor Estates condominium complex, were filed in the Office of the Secretary of State on October 29, 1971, under the name ROTHMOOR ESTATES CONDOMINIUM NO. ONE, INC.. The original Articles of Incorporation for the second, and last, condominium association for the Rothmoor Estates condominium complex, were filed in the Office of the Secretary of state on May 12, 1972. Thereafter, on May 11, 1973, a Merger Agreement was filed with the Secretary of State, reflecting the merger of the two condominium associations, under the name of the first. Then, by Amendment filed February 2, 1979, the merged corporation was renamed ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.~~

1.02 Purpose. The Association was ~~has been~~ organized for the purpose of operating and administering the ROTHMOOR ESTATES CONDOMINIUM, located upon lands in Largo, Pinellas County, Florida, as legally described in the Declaration of Condominium for ROTHMOOR ESTATES CONDOMINIUM. Such operation and administration shall be pursuant to the Condominium Act, the Declaration of Condominium of this condominium and the Articles of Incorporation and these By-Laws for this Association.

1.03 ~~A.~~ Principal Office. The office of the Association shall be at 405 Cara Court, Largo, Florida 33771 or at such other place in Pinellas County, Florida, as the Board of Directors may determine.

1.04 ~~B.~~ Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.05 ~~C.~~ Seal. The seal of the ~~renamed and merged~~ Association shall bear its name, the word "Florida", the words "corporation not-for-profit", and the year of incorporation ~~the~~

~~renaming of the corporation. An impression of the seal is as follows:~~

2. Meetings of Members. ~~Member's Meetings~~

2.01 A. Annual Meeting. The annual ~~member's~~ meeting of members shall be held in the Rothmoor Estates recreation hall at a time and date during the month of November of each year, as ~~established~~ determined each year by the Board of Directors of the Association. ~~Such~~ The purpose of the annual meeting shall be to elect for the purpose of electing directors and to transact ~~transacting~~ any other business authorized to be transacted by the members.

2.02 B. Special Meetings. Special ~~member's~~ meetings of the members shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

2.03 C. Notice. Notice of all ~~member's~~ meetings of the members, stating the date, time and place and the purpose(s) ~~objects~~ for which the meeting is called, shall be given by the President, Vice-President or Secretary, ~~unless waived in writing.~~ Such notice shall be in writing to each member at his or her address as it appears on the books of the Association and shall be mailed or delivered not less than fourteen (14) ~~ten (10)~~ days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of a meeting may be waived by a member before or after the meetings.

2.04 D. Quorum. A quorum at member's meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes represented present in person or by written proxy at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

2.05 E. Voting. ~~Voting in~~ In any meeting of members, the owner(s) of each unit ~~apartments~~ shall collectively be entitled to cast one (1) vote for each unit ~~apartment~~ owned by them.

(a) ~~(1)~~ If a unit ~~an apartment~~ is owned by one person, his or her right to vote shall be established by the record title to his or her unit ~~apartment~~.

(b) If a unit ~~an apartment~~ is owned by more than one person, the vote of the unit may be cast by any one of such persons ~~the person entitled to cast a vote for that apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the secretary of the Association. If two or more owners of a unit do not agree among themselves as to how their vote shall be cast, that vote shall not be counted.~~

(c) If a unit ~~an apartment~~ is owned by a corporation or other legal entity, as permitted by the Declaration if the entity acquired the Unit by foreclosure or by deed in lieu of foreclosure of its mortgage or other lien on the Unit, the person entitled to cast a vote for that unit ~~apartment~~ shall be designated by a certificate signed by the President or Vice-President or by the manager or other authorized representative and attested by the secretary or assistant secretary of the corporation or other legal entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate by such entity owner or until a change in the ownership of the unit ~~apartment~~ concerned. ~~A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner of an apartment.~~ If such a certificate is not on file, the vote of the entity owner ~~such owners~~ shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.06 F. Proxies. A vote may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.07 G. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not been attained attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.08 Order of Business.

(a) The order of business at meetings of the members shall be substantially as follows:

(1) Collection of ballots for election of directors and (during meeting) counting of ballots (if applicable).

(2) Call to order and determination of quorum.

(3) Proof of notice of meeting.

(4) Reading or disposal of unapproved minutes of prior meeting(s) of members.

(5) Reports of officers.

(6) Reports of committees.

(7) Unfinished business.

(8) New business.

(9) Adjournment.

2.09 Minutes. Minutes of all meetings of the members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives at any reasonable time. The Association shall retain minutes for a period of not less than seven (7) years after the meeting. Minutes shall be reduced to written form within thirty (30) days after the meeting at which the minutes were taken.

2.10 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of meetings of the Association.

3. Board of Directors.

3.01 A. Membership. The affairs of the Association shall be managed by a Board of ~~not less than three (3) not more than seven (7) directors, the exact number to be determined at the time of the election.~~

3.02 B. Election of Directors. Election of directors shall be conducted in the following manner:

(a) ~~(1)~~ Election of directors shall be held at the annual ~~Member's~~ meeting of members, and said elected directors shall take office at the end of the annual meeting ~~on January 1st following their election.~~

(b) ~~(2)~~ Candidates for the Board of Directors shall be nominated ~~determined~~ in the manner described in the Condominium Act ~~under Florida State statute 718.112(2)(d)3.~~

(c) ~~(3)~~ The elections shall be by ballot ~~(unless dispensed by unanimous consent)~~ and by a plurality of the votes cast, each person voting being entitled to cast his or her votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) ~~(4)~~ Except as to vacancies created ~~provided~~ by removal of directors by the members, vacancies on ~~in~~ the Board of Directors occurring between annual ~~member's~~ meetings of members may ~~shall~~ be filled, but shall not be required to be filled, by the remaining directors.

(e) ~~(5)~~ Any director may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all members in accordance with the Condominium Act ~~by a concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose, and the vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.~~

3.03 ~~C.~~ Term. The term of each director's service shall extend until the next annual meeting of the members ~~December 31st of the same year when~~ and subsequently until his or her duly elected and qualified successor takes office or until he or she is removed in a manner elsewhere provided.

3.04 ~~D.~~ Organizational Meeting. The organizational meeting of the newly elected Board of Directors shall be held within ten (10) days of their election at such ~~place and time~~ and place as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

3.05 ~~E.~~ Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director,

personally or by mail, telephone or email telegraph, at least three (3) days prior to the day named for such meeting.

3.06 F. Special Meetings. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Not less than three (3) days' notice of the meeting shall be given to each director, personally or by mail, telephone or email telegraph, which notice shall state the time, place and purpose of the meeting.

3.07 G. Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.08 Notice to Members. Meetings of the Board of Directors shall be open to all members and notice of such meetings to the members shall be given as follows:

(a) Notice of Board meetings, which must specifically identify all agenda items, shall be posted conspicuously on the Condominium property at least forty-eight (48) continuous hours before the meeting except in an emergency.

(b) If twenty percent (20%) of the voting interests petition the Board to address an item of business, the Board, within sixty (60) days after receipt of the petition, shall place the item on the agenda at its next regular Board meeting or at a special meeting called for that purpose.

(c) An item not included on the notice of a Board meeting may be taken up on an emergency basis by a vote of at least a majority plus one of the Board members. Such emergency action must be noticed and ratified at the next regular Board meeting.

(d) Written notice of a meeting at which a nonemergency special assessment or an amendment to Rules regarding unit use will be considered shall be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the Condominium property at least fourteen (14) days before the meeting. Evidence of compliance with this fourteen (14)-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the Association.

(e) Notice of any meeting in which regular or special assessments against unit owners are to be considered must specifically state that assessments will be considered and provide the estimated cost and description of the purposes for such assessments.

(f) Upon notice to the unit owners, the Board shall, by duly adopted Rule, designate a specific location on the Condominium property where all notices of Board meetings must be posted.

3.09 H. Quorum. A quorum at Board ~~director's~~ meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

3.10 I. Adjourned Meetings. If at any proposed meeting of the Board of Directors there is ~~be~~ less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.11 J. Joinder in Meeting. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval ~~presence~~ of such director of the business conducted at the meeting ~~for the purpose of determining a quorum.~~

3.12 K. Presiding Officer. The presiding officer at Board ~~of director's~~ meetings shall be the President ~~chairman of the Board, or, in the absence of the President, the Vice-President if such an officer has been elected; if none, the president shall preside.~~ The President or, in the absence of the President, the Vice-President, may, however, designate any other person to preside. In the absence of the President or Vice-President ~~presiding officer~~, the directors present shall designate one of their number to preside.

3.13 L. Fees of Directors. Director's fees, if any, shall be determined by the members.

3.14. Order of Business.

(a) The order of business at meetings of the Board shall be substantially as follows:

- (1) Call to order and determination of quorum.
- (2) Proof of notice of meeting.
- (3) Reading or disposal of unapproved minutes of prior meeting(s) of the Board.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Election of officers (if applicable).
- (7) Unfinished business.
- (8) New business.
- (9) Adjournment.

4. Power and duties of the Board of Directors.

All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit ~~apartment~~ owners when such is specifically required.

~~The Board of Directors shall plan and publish an organization program each year to meet the physical and social needs of the older occupants. The cost of such a program, including equipment and facilities, shall be included in the operating budget of the Association each year, and shall be a part of the assessment to support the operating budget.~~

5. Officers.

5.01 A. Executive Officers. The executive officers of the Association shall be a President, who shall be a director; a Vice-President, who shall be a director; a Treasurer, and a Secretary ~~and an assistant secretary~~, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by the concurrence of a majority ~~vote~~ of

all of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also be the Secretary ~~or an assistant secretary.~~ The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate ~~find to be required~~ to manage the affairs of the association.

5.02 ~~B.~~ President. The President shall be the chief executive officer of the Association. The President ~~He~~ shall have all the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he or she in his or her discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5.03 ~~C.~~ Vice-President. The Vice-President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He or she also shall assist the President generally and exercise such other powers and perform such other duties as are incident to the office of Vice-President of an association and as may be required ~~as shall be prescribed~~ by the directors or the President.

5.04 ~~D.~~ Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members. He or she shall attend to the giving and serving of all notices to the members and to the directors and other notices required by law. He or she shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties as are incident to the office of Secretary of an association and as may be required by the directors or the President. ~~The assistant secretary shall perform the duties of the secretary when the secretary is absent.~~

5.05 ~~E.~~ Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep the books of account of the Association in accordance with good accounting practices, which, together with substantiating records, shall be made available for inspection by members or their authorized representatives at any reasonable times. ~~and~~ He or she shall perform all other duties as are incident to the office of

Treasurer of an association and as may be required by the directors or the President.

5.06 ~~F.~~ Compensation. Compensation of all officers and employees of the Association shall be fixed by the directors. The provision that director's fees shall be determined by members shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude contracting with a director for the management of the condominium. Directors and officers shall be reimbursed by the Association for all actual and proper out-of-pocket expenses incurred by them and related to the proper discharge of their respective duties.

6. Fiscal Management.

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions, ~~notwithstanding any agreement between the members of the Association and any service contractor providing for the servicing, maintenance and repair of the condominium common areas and the agreement providing for the exterior common ground areas and improvements and recreational facilities:~~

6.01 ~~A.~~ The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) ~~(1)~~ Operating Current expense, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, ~~to additional improvements or to operations.~~ The balance in this fund at the end of each year may ~~shall~~ be applied to reduce the assessments ~~for current expense~~ for the succeeding year.

(b) ~~(2)~~ Reserves for capital expenditures and deferred maintenance replacement, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements. These accounts must include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or

replacement cost, and any other item that has a deferred maintenance expense or replacement cost that exceeds \$10,000.

~~(3) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.~~

~~(4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.~~

~~(5) Operations, which shall include gross revenues from the use of the common elements. Only the additional direct expense required by the revenue-producing operation will be charged to this account, and any surplus from such operation shall be used to reduce the assessments for current expense in the year following the year in which the surplus is realized. Losses from operations shall be met by a special assessment against apartment owners, which assessment may be made in advance in order to provide a working fund.~~

~~7. Determination of Service Contract. In the event the Board of Directors does not elect to place this service contract with a service company, the Association through its Board of Directors will assume this responsibility as set forth in the Declaration of Condominium and Articles of Incorporation and shall be supplemented by the following provisions:~~

6.02 A. Budget. The Board of Directors shall prepare will propose, and the Apartment Owners may approve a budget for each calendar year that shall include the estimated funds required to pay defray the common expenses and to provide and maintain funds for the ~~foregoing~~ operating accounts and reserves according to good accounting practices, as follows:

~~(1) Current expense, the increase shall not exceed the maximum percentage allowable by state law for this account.~~

~~(2) Reserve or deferred maintenance, the increase shall not exceed the maximum percentage allowable by state law for this account.~~

~~(3) Reserve for replacement, the increase shall not exceed the maximum percentage allowable by state law for this account.~~

~~(4) Operations, the amount of which may be to provide a working fund or to meet losses.~~

~~(5) Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by apartment owners entitled to cast not less than 75% of the votes of the entire membership of the Association.~~

(a) ~~(6)~~ Copies of the budget and proposed assessments shall be transmitted to each member ~~on or before December 1~~ ~~preceding~~ the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

(b) ~~(7)~~ Assessments against the unit ~~apartment~~ owners for their shares of the items of the budget shall be made for the calendar year annually ~~in advance on or before December 20~~ ~~preceding~~ the year for which the assessments are made. Such assessments shall be due in twelve equal installments payable monthly on the first day of the month. In the event the annual assessment proves to be insufficient to pay all common expenses, the budget and assessments may be amended at any time by the Board of Directors ~~if the accounts of the amended budget do not exceed the limitations for that year.~~ Any account that does exceed such limitations shall be subject to the approval of the membership of the Association. The unpaid assessment for each unit for the remaining portion of the calendar year shall be increased accordingly adjusted under the monthly amount due, and such increased amount shall be payable for the balance of the installments for the ~~budgeted~~ year.

(c) ~~(8)~~ If a unit ~~an apartment~~ owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit ~~apartment~~ owner, and then the unpaid balance of the assessment shall come due on the date the claim of lien is recorded ~~upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment owner or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall occur first.~~

(d) ~~(9)~~ As an alternative to amending the annual assessment when the annual assessment proves to be insufficient, the Board of Directors may levy a special assessment against the unit owners after proper notice to the owners of the Board meeting at which the special assessment will be considered.

~~Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit apartment owners concerned. After such notice, and upon approval in writing by persons entitled to cast more than one-half of the votes of the apartment owners concerned, If levied by the Board, the special assessment shall become effective, and it shall become due after within thirty (30) days after the Association's notice to the owners of the levy of the assessment in such manner or otherwise as the Board of Directors of the Association may require shall provide in the notice of assessment.~~

(e) ~~(10)~~ The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors ~~directors~~ and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board ~~directors~~.

(f) ~~(11)~~ Within 90 days after the end of the fiscal year, or annually on a date provided in the bylaws, the Association shall prepare and complete, or contract for the preparation and completion of, a financial report for the preceding fiscal year. Financial reports shall be prepared and shall be provided or made available to the unit owners as required by the Condominium Act. An audit of the accounts of the Association shall be made annually by a Certified Public accountant, and a copy of the Audit Report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

(g) ~~(12)~~ The Association Board of Directors ~~in their discretion may require~~ shall maintain fidelity bonding bonds from of all persons who control or disburse handling or responsible for Association funds. The fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The amount of such bonds shall be determined by the directors, but shall not be less than one-half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

7. Official Records. The official records of the Association shall be available for inspection by members or their authorized representative at any reasonable time. The right to inspect the records includes the right to make or obtain copies, at the

reasonable expense, if any, of the member or authorized representative of such member. A tenant of a unit has a right to inspect and copy only the Declaration and these Bylaws and the Rules and Regulations. The Board of Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying but may not require a member to demonstrate any purpose or state any reason for the inspection.

8 7. Amendments. These By-Laws may be amended in the following manner:

8.01 A. Notice. Notice of ~~the subject matter of~~ a proposed amendment shall be included in the notice to the members of any meeting of the members at which ~~a~~ the proposed amendment is considered.

8.02 B. Approval. ~~A resolution for adopting a proposed~~ An amendment may be proposed by either a majority of the Board of Directors of the Association or by a petition signed by at least twenty-five percent (25%) of 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 proposed amendment ~~such approvals~~ must be approved ~~either by:~~

~~(1) Not less than 75% of the entire membership of the Board of Directors and by not less than~~ sixty-five percent (65%) 75% of the votes of all members the entire membership of the Association, voting in person or by proxy, at any meeting of the members duly called for such purpose pursuant to the By-Laws, provided that at least a majority of the entire membership must participate in the voting on the amendment in order for the vote to be valid; ~~or~~

~~(2) Not less than 80% of the entire membership of the Association.~~ A copy of the proposed amendment, together with a limited proxy form, shall be provided to all of the voting members at least fourteen (14) days prior to the date of the meeting at which the amendment will be considered.

8.03 Execution and Recording. The text of each amendment shall be included in a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President of the Association with the formalities of a deed. The amendment shall be effective when

such certificate is recorded in the Public Records of Pinellas County, Florida.

~~The foregoing were adopted as the Amended By-Laws of ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the membership meeting of the Association on _____.~~

DATE: _____

President