

Bylaws

Rothmoor Estates Condominium Association Inc.

AMENDED BY-LAWS

ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.

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

1. Identity and Purpose.

These are the By-Laws of ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., called Association in these By-Laws, a corporation not for profit 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..

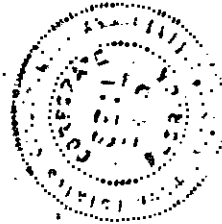
The Association has been organized for the purpose of operating and administering the ROTHMOOR ESTATES CONDOMINIUM, located upon lands in Largo, Pinellas County, Florida, as legally described in the Declaration of Condominium for ROTHMOOR ESTATES CONDOMINIUM. Such operation and administration shall be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

A. The office of the Association shall be at 405 Cara Court, Largo, Florida 33541.

B. The fiscal year of the Association shall be the calendar year.

C. 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 the renaming of the corporation. An

impression of the seal is as follows:



2. Members' Meetings.

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

B. Special members' meetings 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 of the votes of the entire membership.

C. Notice of all members' meetings, stating the time and place and the 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 address as it appears on the books of the Association and shall be mailed not less than 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 meeting may be waived before or after meetings.

D. A quorum at members' 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 present 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.

E. Voting in any meeting of members, the owners of apartments shall be entitled to cast one (1) vote for each apartment owned by them.

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

If an apartment is owned by more than one person, 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 an apartment is owned by a corporation, the person entitled to cast a vote for that apartment shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the 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 such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. 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 must be filed with the secretary before the appointed time of the meeting or any adjournment of the meeting.

G. If any meeting of members cannot be organized because a quorum has not 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.

3. Directors.

A. Membership. The affairs of the Association shall be managed by a board of not less than three (3) nor more than seven (7) directors, the exact number to be determined at the time of the election.

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

- amended 12/84 attached*
- (1) Election of directors shall be held at the annual members' meeting.

(2) A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

(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 votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(4) Except as to vacancies provided by removal of directors by the members, vacancies in the Board of Directors occurring between annual members' meetings of members shall be filled by the remaining directors.

(5) Any director may be removed by a concurrence of two-thirds 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.

C. amended 12/93 attached
The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in a manner elsewhere provided.

D. 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 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.

E. 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 telegraph, at least three (3) days prior to the day named for such meeting.

F. 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 of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

G. 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.

H. A quorum at directors' 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.

I. If at any meeting of the Board of Directors there 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.

J. The joinder of a director in the action of a meeting by signing and concurring in the Minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

K. The presiding officer of directors' meetings shall be the chairman of the Board, if such an officer has been elected; if none, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

L. Directors' fees, if any, shall be determined by the members.

amended 3/89 attached

4. Power and Duties of the Board of Directors.

All of the powers and duties of the Association existing under the Condominium Act, 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 apartment owners when such is specifically required.

5. Officers.

A. 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, 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 a vote of the directors at any meeting. Any person may hold two or more offices except that the president shall not be also 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 find to be required to manage the affairs of the Association.

B. The president shall be the chief executive officer of the Association. 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 in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

C. The vice president, in the absence or disability of the president, shall exercise the powers and perform the duties of the president. He also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

D. The secretary shall keep the Minutes of all proceedings of the directors and the members. He shall attend to the giving and

serving of all notices to the members and to the directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties 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.

E. The treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of treasurer.

F. Compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' 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.

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:

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:

- (1) 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 shall be applied to reduce the assessments for current expense for the succeeding year.

(2) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(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:

A. Budget - The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

amended 12/93 attached

02.4885 ms 010

(1) Current expense, the amount for which shall not exceed 105% of the budget for this account for the prior year.

amended 12/93 attached

(2) Reserve for deferred maintenance, the amount for which shall not exceed 105% of the budget for this account for the prior year.

amended 12/93 attached

(3) Reserve for replacement, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(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.

(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.

(7) Assessments against the 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, 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 limitation shall be subject to the approval of the membership of the Association. The unpaid assessment for the remaining portion of the calendar year shall be adjusted under the monthly amount due, and each increased amount shall be payable for the balance of the installments for the budgeted year.

(8) If 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 apartment owner, and then the unpaid balance of the assessment shall come due 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.

(9) 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 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, the assessment shall become effective, and it shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

(10) The depository of the Association shall be such bank or banks as shall be designated from time to time by the 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 directors.

(11) 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.

(12) The Board of Directors in their discretion may require fidelity bonds from all persons handling or responsible for Association funds. 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.

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

A. 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.

B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association 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, such approvals must be either by:

(1) 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

(2) Not less than 80% of the entire membership of the Association.

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 FEBRUARY 26, 1979.

DATE: JULY 3, 1979

Allen Kinnick
President

Dorothy J. Elder
Secretary

AL 4885 874

Sigurd R. Janson
Richard C. McLean
Witness: Unit #304 - SCRAMUZZA

Bertel N. Scramuzza
Unit #304 - BERTEL N. SCRAMUZZA, Owner

(both witnesses above)

Sigurd R. Janson
Richard C. McLean
Witness: Unit #305 - LINDQUIST

Lillian J. Lindquist
Unit #305 - LILLIAN J. LINDQUIST, Owner

(both witnesses above)

Sigurd R. Janson
Richard C. McLean
Witness: Unit #306 - McMAHON

Dorothy P. McMahon
Unit #306 - DOROTHY P. McMAHON, Owner

Barbara P. McLean
Ellen K. Kallquist
Witness: Unit #306 - KALLQUIST

Emel P. Kallquist
Unit #306 - EMEEL P. KALLQUIST, Owner

Ellen K. Kallquist
Richard C. McLean
Witness: Unit #401 - COLTSON

Ralph G. Coltson
Unit #401 - RALPH G. COLTSON, Owner

Ellen K. Kallquist
Richard C. McLean
Witness: Unit #401 - COLTSON

Katherine Coltson
Unit #401 - KATHERINE COLTSON, Owner

(EARL C. GREEN deceased)

Sigurd R. Janson
Richard C. McLean
Witness: Unit #402 - GREEN

Deceased
Unit #402 - EARL C. GREEN, Owner *deceased*

Sigurd R. Janson
Richard C. McLean
Witness: Unit #403 - ANDREWS

Elaine F. Green
Unit #402 - ELAINE F. GREEN, Owner

Jean G. Andrews
Unit #403 - JEAN G. ANDREWS, Owner

(both witnesses above)

Witness: Unit #403 - ANDREWS

separate Joinder attached

Witness: Unit #404 - SIVER

Separate Joinder attached
Unit #404 - CHESTER A. SIVER, Owner

separate Joinder attached

Sigurd R. Janson
Richard C. McLean
Witness: Unit #501 - EMRICK

Separate Joinder attached
Unit #404 - MARGARET R. SIVER, Owner

Sigurd R. Janson
Richard C. McLean
Witness: Unit #501 - EMRICK

Allen J. Emrick
Unit #501 - ALLEN J. EMRICK, Owner

Sigurd R. Janson
Richard C. McLean
Witness: Unit #502 - WOZNEY

Ellen J. Emrick
Unit #501 - ELLIN J. EMRICK, Owner

Alice L. Wozney
Unit #502 - ALICE L. WOZNEY, Owner

(both witnesses above)

Witness: Unit #502 - WOZNEY

Seamus R. Jannow
Barbara C. McLean
 Witness: Unit #608 - HARBEE

Barbara C. McLean
Seamus R. Jannow
 Witness: Unit #608 - HARBEE

Seamus R. Jannow
Barbara C. McLean
 Witness: Unit #701 - STEFFEN

Barbara C. McLean
Seamus R. Jannow
 Witness: Unit #701 - STEFFEN

Seamus R. Jannow
Barbara C. McLean
 Witness: Unit #702 - DITSCH

Barbara C. McLean
Seamus R. Jannow
 Witness: Unit #702 - DITSCH

Seamus R. Jannow
Barbara C. McLean
 Witness: Unit #703 - SLOAN

Barbara C. McLean
Seamus R. Jannow
 Witness: Unit #703 - SLOAN

Seamus R. Jannow
Barbara C. McLean
 Witness: Unit #704 - ONOFREY

Barbara C. McLean
Seamus R. Jannow
 Witness: Unit #704 - ONOFREY

Seamus R. Jannow
Barbara C. McLean
 Witness: Unit #705 - SANDE

Barbara C. McLean
Seamus R. Jannow
 Witness: Unit #705 - SANDE

Seamus R. Jannow
Barbara C. McLean
 Witness: Unit #706 - FREDHOLM

Barbara C. McLean
Seamus R. Jannow
 Witness: Unit #706 - FREDHOLM

Seamus R. Jannow
Barbara C. McLean
 Witness: Unit #707 - RUSSELL

Barbara C. McLean
Seamus R. Jannow
 Witness: Unit #707 - RUSSELL

Seamus R. Jannow
Barbara C. McLean
 Witness: Unit #708 - ANDERSEN

Barbara C. McLean
Seamus R. Jannow
 Witness: Unit #708 - ANDERSEN

Seamus R. Jannow
Barbara C. McLean
 Witness: Unit #708 - ANDERSEN

Herbert T. Harbee
 Unit #608 - HERBERT T. HARBEE, Owner

Julia Harbee
 Unit #608 - JULIA HARBEE, Owner

Curtis R. Steffen
 Unit #701 - CURTIS R. STEFFEN, Owner

Muriel S. Steffen
 Unit #701 - MURIEL S. STEFFEN, Owner

Howard S. Ditsch
 Unit #702 - HOWARD S. DITSCH, Owner

Helen D. Ditsch
 Unit #702 - HELEN D. DITSCH, Owner

Florine P. T. Sloan
 Unit #703 - FLORINE P. T. SLOAN, Sole Owner

Lee B. Sloan
 Unit #703 - LEE B. SLOAN, Husband of Sole Owner

Shirley A. Onofrey
 Unit #704 - SHIRLEY A. ONOFREY, Owner

Rex Sande
 Unit #705 - REX SANDE, Owner

Sigv Z. Sande
 Unit #705 - SIGV Z. SANDE, Owner

Edward A. Fredholm
 Unit #706 - EDWARD A. FREDHOLM, Owner

Madeleine P. Fredholm
 Unit #706 - MADELEINE P. FREDHOLM, Owner

Gladys D. Russell
 Unit #707 - GLADYS D. RUSSELL, Owner

Ole Andersen
 Unit #708 - OLE ANDERSEN, Owner

Agnes Andersen
 Unit #708 - AGNES ANDERSEN, Owner

Ole Andersen
 Unit #708 - OLE ANDERSEN, Owner

Agnes Andersen
 Unit #708 - AGNES ANDERSEN, Owner

Ole Andersen
 Unit #708 - OLE ANDERSEN, Owner

Agnes Andersen
 Unit #708 - AGNES ANDERSEN, Owner

Sigourney R. Jensen
Barbara C. McLean
 Witness: Unit #503 - KAISER

Anne Kaiser
 Unit #503 - ANNE KAISER, Owner

Sigourney R. Jensen
Barbara C. McLean
Alfred J. Connors
 Witness: Unit #504 - CONNORS

Joseph F. Connors
 Unit #504 - JOSEPH F. CONNORS, Owner

Alfred J. Connors
Barbara C. McLean
 Witness: Unit #504 - CONNORS

Margaret M. Connors
 Unit #504 - MARGARET M. CONNORS, Owner

Sigourney R. Jensen
 Witness: Unit #601 - COEN

Clara J. Coen
 Unit #601 - CLARA J. COEN, Owner

Barbara C. McLean
 Witness: Unit #601 - COEN

Rolland F. Crawford
 Unit #602 - ROLLAND F. CRAWFORD, Owner

Barbara C. McLean
Sigourney R. Jensen
 Witness: Unit #602 - CRAWFORD

Sigourney R. Jensen
Barbara C. McLean
 Witness: Unit #602 - CRAWFORD

Frances Westley
 Unit #603 - FRANCES WESTLEY, Owner

Sigourney R. Jensen
Barbara C. McLean
 Witness: Unit #603 - WESTLEY

(both witnesses above)
 Witness: Unit #603 - WESTLEY

Barbara C. McLean
Sigourney R. Jensen
 Witness: Unit #604 - ELDER, INC.

Dorothy J. Elder, President
 Unit #604 - H. D. ELDER, INC., Owner

Barbara C. McLean
Sigourney R. Jensen
 Witness: Unit #604 - ELDER, INC.

Howard H. Elder, Sec/Treas
 Unit #604 - H. D. ELDER, INC., Owner

Barbara C. McLean
Alfred J. Connors
 Witness: Unit #605 - HENN

Carl G. Henn
 Unit #605 - CARL G. HENN, Owner

Barbara C. McLean
Sigourney R. Jensen
 Witness: Unit #605 - HENN

Estelle D. Henn
 Unit #605 - ESTELLE D. HENN, Owner

Barbara C. McLean
Sigourney R. Jensen
 Witness: Unit #606 - HARMON

Hubert N. Harmon
 Unit #606 - HUBERT N. HARMON, Owner

Barbara C. McLean
Sigourney R. Jensen
 Witness: Unit #606 - HARMON

Lavina C. Harmon
 Unit #606 - LAVINA C. HARMON, Owner

Barbara C. McLean
 Witness: Unit #607 - SIGMUND

Marie C. Sigmund
 Unit #607 - MARIE C. SIGMUND, Owner

Sigourney R. Jensen
 Witness: Unit #607 - SIGMUND

Barbara C. McLean
Sedney R. Jansen
 Witness: Unit #801 - BOOTH

June C. Booth
 Unit #801 - JUNE E. BOOTH, Owner

(both witnesses above)
 Witness: Unit #801 - BOOTH

Mr. Smith
 Witness: Unit #802 - TRAPANI

Gladys M. Trapani
 Unit #802 - GLADYS M. TRAPANI, Owner

Barbara C. McLean
 Witness: Unit #802 - TRAPANI

Mr. Curick
 Witness: Unit #803 - MARRO

Barbara A. Marro
 Unit #803 - BARBARA A. MARRO, Owner

Barbara C. McLean
 Witness: Unit #804 - MARRO

Sedney R. Jansen
Barbara C. McLean
 Witness: Unit #804 - SNYDER

Evelyn A. Snyder
 Unit #804 - EVELYN A. SNYDER

Barbara C. McLean
Sedney R. Jansen
 Witness: Unit #901 - CHRISTIAN
Barbara C. McLean
Sedney R. Jansen
 Witness: Unit #901 - CHRISTIAN

Edward T. Christian
 Unit #901 - EDWARD T. CHRISTIAN, Owner

Dorothy B. Christian
 Unit #901 - DOROTHY B. CHRISTIAN, Owner

Separate Joinder attached
 Witness: Unit #902 - BLESSING

Separate Joinder attached
 Unit #902 - DONALD E. BLESSING, Owner

Separate Joinder attached
 Witness: Unit #902 - BLESSING

Separate Joinder attached
 Unit #902 - SALLY BLESSING, Owner

Separate Joinder attached
 Witness: Unit #903 - NEWMAN

Separate Joinder attached
 Unit #903 - SAM NEWMAN, Owner

Separate Joinder attached
 Witness: Unit #903 - NEWMAN

Separate Joinder attached
 Unit #903 - IRENE NEWMAN, Owner

Barbara C. McLean
Sedney R. Jansen
 Witness: Unit #904 - LANE

Harry Lane
 Unit #904 - HARRY LANE, Owner

Barbara C. McLean
Mr. Curick
 Witness: Unit #904 - LANE

Ann Lane
 Unit #904 - ANN LANE, Owner

Mr. Curick
 Witness: Unit #905 - SELLERS

Elsie C. Sellers
 Unit #905 - ELSIE C. SELLERS, Owner

Barbara C. McLean
 Witness: Unit #905 - SELLERS

Barbara C. McLean
Witness: Unit #906 - HOPPER

Barbara C. McLean
Witness: Unit #906 - HOPPER

Barbara C. McLean
Witness: Unit #907 - FOOTE

Barbara C. McLean
Witness: Unit #907 - FOOTE

Barbara C. McLean
Witness: Unit #908 - SCHOLL

Barbara C. McLean
Witness: Unit #908 - SCHOLL

Barbara C. McLean
Witness: Unit #1001 - GREENWOOD

Margaret R. Greenwood
Owner: Unit #1001 - GREENWOOD

Barbara C. McLean
Witness: Unit #1002 - JOHNSON

Barbara C. McLean
Witness: Unit #1002 - JOHNSON

Barbara C. McLean
Witness: Unit #1003 - MAY

Barbara C. McLean
Witness: Unit #1003 - MAY

Barbara C. McLean
Witness: Unit #1004 - MARX

Barbara C. McLean
Witness: Unit #1004 - MARX

Barbara C. McLean
Witness: Unit #1005 - HARTWELL

Barbara C. McLean
Witness: Unit #1005 - HARTWELL

Barbara C. McLean
Witness: Unit #1006 - STEALEY

Barbara C. McLean
Witness: Unit #1006 - STEALEY

William J. Hopper
Unit #906 - WILLIAM J. HOPPER, Owner

Mildred K. Hopper
Unit #906 - MILDRED K. HOPPER, Owner

Philip G. Foote
Unit #907 - PHILIP G. FOOTE, Owner

Anne M. Foote
Unit #907 - ANNE M. FOOTE, Owner

Paul A. Scholl
Unit #908 - PAUL A. SCHOLL, Owner

Mary E. Scholl
Unit #908 - MARY E. SCHOLL, Owner

Signed on left-hand side
Unit #1001 - MARGARET R. GREENWOOD, Owner

Fred E. Johnson
Unit #1002 - FRED E. JOHNSON, Owner

Ellen E. Johnson
Unit #1002 - ELLEN E. JOHNSON, Owner

Russell G. May
Unit #1003 - RUSSELL G. MAY, Owner

Russell G. May
Unit #1003 - RUSSELL G. MAY, Owner

Joseph Marx
Unit #1004 - JOSEPH MARX, Owner

Florence Marx
Unit #1004 - FLORENCE MARX, Owner

Ralph E. Hartwell
Unit #1005 - RALPH E. HARTWELL, Owner

Margaret N. Hartwell
Unit #1005 - MARGARET N. HARTWELL, Owner

Roy P. Stealey
Unit #1006 - ROY P. STEALEY, Owner

Virginia L. Stealey
Unit #1006 - VIRGINIA L. STEALEY, Owner

Virginia L. Stealey
Unit #1006 - VIRGINIA L. STEALEY, Owner

R. P. Stealey
Witness: Unit #1007 - BURK

Hazel C. Burk
Unit #1007 - HAZEL C. BURK, Owner

Barbara C. McLean
Witness: Unit #1007 - BURK

R. P. Stealey
Witness: Unit #1007 - BURK

Walline Boone
Unit #1007 - WALLINE BOONE, Owner

Barbara C. McLean
Witness: Unit #1007 - BURK

Stanley R. Jones
Witness: Unit #1101 - MILLER S

John Miller
Unit #1101 - JOHN MILLER, Owner

Barbara C. McLean
Witness: Unit #1101 - MILLER S

Adeline Miller
Unit #1101 - ADELINE MILLER, Owner

Barbara C. McLean
Witness: Unit #1102 - LEBOWITZ

Thomas Lebowitz
Unit #1102 - THOMAS LEBOWITZ, Owner

Barbara C. McLean
Witness: Unit #1102 - LEBOWITZ

Edith Lebowitz
Unit #1102 - EDITH LEBOWITZ, Owner

Allen Yerrick
Witness: Unit #1103 - SKEHAN

Bernice D. Skehan
Unit #1103 - BERNICE D. SKEHAN, Owner

Barbara C. McLean
Witness: Unit #1103 - SKEHAN

Allen Yerrick
Witness: Unit #1104 - FATKIN

Donald E. Fatkin
Unit #1104 - DONALD E. FATKIN, Owner

Barbara C. McLean
Witness: Unit #1104 - FATKIN

Stanley R. Jones
Witness: Unit #1201 - MEEK

Joseph C. Meek
Unit #1201 - JOSEPH C. MEEK, Owner

Barbara C. McLean
Witness: Unit #1201 - MEEK

Mildred E. Meek
Unit #1201 - MILDRED E. MEEK, Owner

Stanley R. Jones
Witness: Unit #1202 - STEINORTH

Alfred H. Steinorth
Unit #1202 - ALFRED H. STEINORTH, Owner

Barbara C. McLean
Witness: Unit #1202 - STEINORTH

Jean C. Steinorth
Unit #1202 - JEAN C. STEINORTH, Owner

Separate Joinder attached
Witness: Unit #1203 - FOSTER

Separate Joinder attached
Unit #1203 - ROBERT M. FOSTER, III, Owner

Separate Joinder attached
Witness: Unit #1203 - FOSTER

Separate Joinder attached
Unit #1203 - NANCY M. FOSTER, Owner

Barbara C. McLean
Witness: Unit #1203 - MOORE

Barbara C. McLean
Witness: Unit #1203 - MOORE

Barbara C. McLean
Witness: Unit #1204 - VOZELANGS

Sidney R. Janow
Witness: Unit #1204 - VOZELANGS

Barbara C. McLean
Witness: Unit #1205 - JANOW'S

Allen Cornick
Witness: Unit #1205 - JANOW'S

Sidney R. Janow
Barbara C. McLean
Witness: Unit #1206 - HEINS

R. P. S. Coley
Witness: Unit #1206 - HEINS

Barbara C. McLean
Sidney R. Janow
Witness: Unit #1301 - WHEELER

(both witnesses above)
Witness: Unit #1301 - WHEELER

Sidney R. Janow
Witness: Unit #1302 - THORQUIST

Barbara C. McLean
Witness: Unit #1302 - THORQUIST

Allen Cornick
Witness: Unit #1303 - COLLMAN

Barbara C. McLean
Witness: Unit #1303 - COLLMAN

Sidney R. Janow
Barbara C. McLean
Witness: Unit #1304 - SIMON

Sidney R. Janow
Barbara C. McLean
Witness: Unit #1304 - SIMON

Sidney R. Janow
Barbara C. McLean
Witness: Unit #1305 - TURNER

Barbara C. McLean
Witness: Unit #1305 - TURNER

Charles L. Moore
Unit #1203 - CHARLES L. MOORE, Owner

Ernest L. Moore
Unit #1203 - ERNEST L. MOORE, Owner

William A. Vozelangs
Unit #1204 - WILLIAM A. VOZELANGS, Owner

Gertrude Vozelangs
Unit #1204 - GERTRUDE VOZELANGS, Owner

Sidney R. Janow
Unit #1205 - SIDNEY R. JANOW, Owner

Sidney R. Janow
Unit #1205 - EVELYN JANOW, Owner

Richard D. Heins
Unit #1206 - RICHARD D. HEINS, Owner

Iris H. Heins
Unit #1206 - IRIS H. HEINS, Owner

W. Morgan Wheeler
Unit #1301 - W. MORGAN WHEELER, Owner

Dagmy I. Thorquist
Unit #1302 - DAGNY I. THORQUIST, Owner

George W. Collman
Unit #1303 - GEORGE W. COLLMAN, Owner

Abraham Simon
Unit #1304 - ABRAHAM SIMON, Owner

Cecilia Simon
Unit #1304 - CECILIA SIMON, Owner

Thomas W. Turner
Unit #1305 - THOMAS W. TURNER, Owner

Hazel B. Turner
Unit #1305 - HAZEL B. TURNER, Owner

Sigourney R. Janson
Barbara C. McLean
 Witness: Unit #1306 - DOERR

T. L. L. Waerr
 Unit #1306 - TRILLA L. DOERR, Owner

Witness: Unit #1306 - DOERR

Alma Kinnick
 Witness: Unit #1401 - KIRK

Louise M. Kirk
 Unit #1401 - LOUISE M. KIRK, Owner

Barbara C. McLean
 Witness: Unit #1401 - KIRK

Evelyn Branner
 Witness: Unit #1402 - GREEBY

Bernice Greeby
 Unit #1402 - BERNICE GREEBY, Owner

Barbara C. McLean
 Witness: Unit #1402 - GREEBY

William G. Jones
Barbara C. McLean
 Witness: Unit #1403 - JONES

Robert G. Jones
 Unit #1403 - ROBERT G. JONES, Owner

William G. Jones
Barbara C. McLean
 Witness: Unit #1403 - JONES

Ellen M. Jones
 Unit #1403 - ELLA M. JONES, Owner

Sigourney R. Janson
Barbara C. McLean
 Witness: Unit #1404 - ROSS

Dayton P. Ross
 Unit #1404 - DAYTON P. ROSS, Owner

Sigourney R. Janson
Barbara C. McLean
 Witness: Unit #1404 - ROSS

E. Elizabeth
 Unit #1404 - ELIZABETH A. ROSS, Owner

Separate Joinder attached
 Witness: Unit #1405 - COLE

Separate Joinder attached
 Unit #1405 - RICHARD COLE, Owner

Separate Joinder attached
 Witness: Unit #1405 - COLE

Alma Weiss
 Witness: Unit #1406 - WEISS

Separate Joinder attached
 Unit #1405 - MARIAN M. COLE, Owner

Margaret Weiss
 Unit #1406 - MARGARET WEISS, Owner

Barbara C. McLean
 Witness: Unit #1406 - WEISS

Sigourney R. Janson
Barbara C. McLean
 Witness: Unit #1407 - HEBERLING

Norma N. Heberling
 Unit #1407 - NORMA N. HEBERLING, Owner

Witness: Unit #1407 - HEBERLING

JOINDER BY UNIT OWNERS

We, the undersigned unit owners of the condominium parcel described as 1203 Cara Drive in Rothmoor Estates Condominium No. Two, hereby join in the above and foregoing Declaration of Condominium to effectuate, among other things, the merger of the two separate condominiums in the Rothmoor Estates condominium complex and the submission of the recreation area and buildings and streets, as described in Exhibit "D," to the condominium form of ownership.

We have caused our signatures to be attached hereto as our approval of the document and its exhibits. We have separately executed this joinder, rather than sign the preceding signature page pertaining to our unit, due to our inability to be present in Pinellas County, Florida, at this time or in the immediate future.

DATED this 30 day of March, A. D. 1979,
at Newark, Ohio.

Apartment #1203

Robert M. Foster, III
ROBERT M. FOSTER, III, Unit Owner

Paul W. [Signature]
Witness as to the FOSTERS

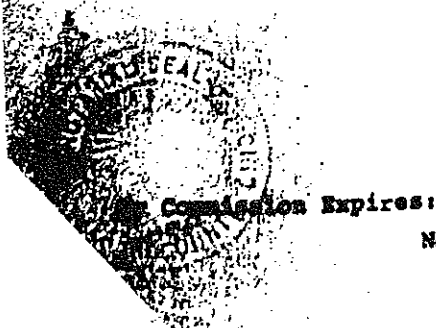
Nancy M. Foster
NANCY M. FOSTER, Unit Owner

Donald R. Cain
Witness as to the FOSTERS

STATE OF OHIO)
COUNTY OF Stark) ss.

BEFORE ME, the undersigned, personally appeared ROBERT M. FOSTER, III, and NANCY M. FOSTER, to me known to be the persons who, upon first being duly sworn, stated that they executed this Joinder by Unit Owners for the purposes and for the reasons therein expressed.

Margaret L. [Signature]
Notary Public
MARGARET L. [Signature]
Notary Public, Ohio
My Comm. Exp. 11-14-80



Commission Expires:
November 14, 1980

014885 AM 888

JOINDER BY UNIT OWNERS

We, the undersigned unit owners of the condominium parcel described as 404 Mindy Drive in Rothmoor Estates Condominium No. Two, hereby join in the above and foregoing Declaration of Condominium to effectuate, among other things, the merger of the two separate condominiums in the Rothmoor Estates condominium complex and the submission of the recreation area and buildings and streets, as described in Exhibit "D," to the condominium form of ownership.

We have caused our signatures to be attached hereto as our approval of the document and its exhibits. We have separately executed this joinder, rather than sign the preceding signature page pertaining to our unit due to our inability to be present in Pinellas County, Florida, at this time or in the immediate future.

DATED this 2nd day of April, A. D. 1979, at

Sarasota, Fla.

Apartment #404

Chester A. Siver
CHESTER A. SIVER, Unit Owner

Carl J. Gauthier
Witness as to the SIVERS

Margaret R. Siver
MARGARET R. SIVER, Unit Owner

Agnes Flanagan
Witness as to the SIVERS

STATE OF CONNECTICUT

COUNTY OF Tolland

} ss. Sarasota

BEFORE ME, the undersigned, personally appeared CHESTER A. SIVER and MARGARET R. SIVER, to me known to be the persons who, upon first being duly sworn, stated that they executed this Joinder by Unit Owners for the purposes and for the reasons therein expressed.

DATED this 2nd day of April, A. D. 1979.

Louis J. Scavotto
Notary Public

My Commission Expires:

4-1-1981

JOINDER BY UNIT OWNERS

We, the undersigned unit owners of the condominium parcel described as 903 Cara Drive in Rothmoor Estates Condominium No. One, hereby join in the above and foregoing Declaration of Condominium to effectuate, among other things, the merger of the two separate condominiums in the Rothmoor Estates condominium complex and the submission of the recreation area and buildings and streets, as described in Exhibit "D," to the condominium form of ownership.

We have caused our signatures to be attached hereto as our approval of the document and its exhibits. We have separately executed this joinder, rather than sign the preceding signature page pertaining to our unit, due to our inability to be present in Pinellas County, Florida, at this time or in the immediate future.

DATED this 5th day of APRIL, A. D. 1979, at

THE BOROUGH OF ETAWAKE IN THE MUNICIPALITY OF METROPOLITAN TORONTO.

Apartment #903

Sam Newman
SAM NEWMAN, Unit Owner

Neel Kumar
Witness as to the NEWMANS

Irene Newman
IRENE NEWMAN, Unit Owner

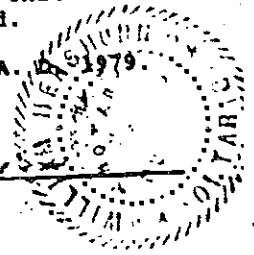
Margaret [unclear]
Witness as to the NEWMANS

ONTARIO, CANADA)
BOROUGH OF ETAWAKE) ss.
~~TOWN OF~~ MUNICIPALITY OF)
METROPOLITAN TORONTO)

BEFORE ME, the undersigned, personally appeared SAM NEWMAN and IRENE NEWMAN, to me known to be the persons who, upon first being duly sworn, stated that they executed this Joinder by Unit Owners for the purposes and for the reasons therein expressed.

DATED this 5th day of APRIL, A. D. 1979.

Neel Kumar
Notary Public



My Commission Expires:
PERMANENT.

JOINDER BY UNIT OWNERS

We, the undersigned unit owners of the condominium parcel described as 1405 Cara Drive in Rothmoor Estates Condominium No. One, hereby join in the above and foregoing Declaration of Condominium to effectuate, among other things, the merger of the two separate condominiums in the Rothmoor Estates condominium complex and the submission of the recreation area and buildings and streets, as described in Exhibit "D," to the condominium form of ownership.

We have caused our signatures to be attached hereto as our approval of the document and its exhibits. We have separately executed this joinder, rather than sign the preceding signature page pertaining to our unit, due to our inability to be present in Pinellas County, Florida, at this time or in the immediate future.

DATED this 5th day of April, A. D. 1979, at

W. Blayfield Jr.

Apartment #1405

Richard S. Cole
RICHARD COLE, Unit Owner

Kathleen Currie
Witness as to the COLES

Marian M. Cole
MARIAN M. COLE, Unit Owner

Donald J. Conley
Witness as to the COLES

STATE OF NEW JERSEY)
COUNTY OF Essex) ss.

BEFORE ME, the undersigned, personally appeared RICHARD COLE and MARIAN M. COLE, to me known to be the persons who, upon first being duly sworn, stated that they executed this Joinder by Unit Owners for the purposes and for the reasons therein expressed.

DATED this 5th day of April, A. D. 1979

Kathleen Currie
Notary Public

My Commission Expires:

KATHLEEN CURRIE
NOTARY PUBLIC, STATE OF NEW JERSEY
MY COMMISSION EXPIRES DATE 01-01-1983
REGISTERED IN OFFICE OF TREASURY

JOINDER BY UNIT OWNERS

We, the undersigned unit owners of the condominium parcel described as 902 Cara Drive in Rothmoor Estates Condominium No. One, hereby join in the above and foregoing Declaration of Condominium to effectuate, among other things, the merger of the two separate condominiums in the Rothmoor Estates condominium complex and the submission of the recreation area and buildings and streets, as described in Exhibit "D," to the condominium form of ownership.

We have caused our signatures to be attached hereto as our approval of the document and its exhibits. We have separately executed this joinder, rather than sign the preceding signature page pertaining to our unit, due to our inability to be present in Pinellas County, Florida, at this time or in the immediate future.

DATED this 27 day of April, A. D. 1979.

Apartment #902

Donald E. Blessing
DONALD E. BLESSING, Unit Owner

Joseph Milcoun, Jr.
Witness as to the BLESSINGS
JOSEPH MILCOUN, JR.

Sally Blessing
SALLY BLESSING, Unit Owner

Elsie A. Chrzanowski
Witness as to the BLESSINGS
ELSIE A. CHRZANOWSKI

STATE OF MICHIGAN)
COUNTY OF OAKLAND ACTING)
IN MACOMB)

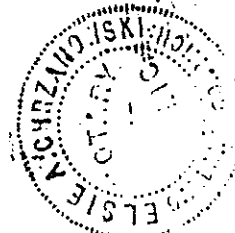
SS. ELSIE A. CHRZANOWSKI
Notary Public, Oakland County, Michigan
Acting in Macomb County
My Commission Expires August 18, 1980

BEFORE ME, the undersigned, personally appeared DONALD E. BLESSING and SALLY BLESSING, to me known to be the persons who, upon first being duly sworn, stated that they executed this Joinder by Unit Owners for the purposes and for the reasons therein expressed.

DATED this 27th day of April, A. D. 1979.

Elsie A. Chrzanowski
Notary Public

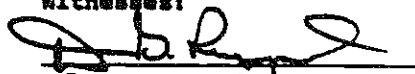
My Commission Expires: 8-18-80



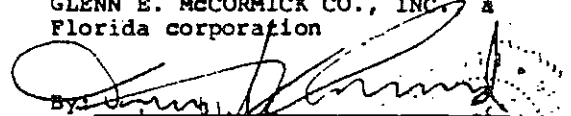
JOINDER OF MORTGAGEE

GLENN E. McCORMICK CO., INC., a corporation under the laws of the State of Florida ("GEMCO"), with offices located in Pinellas County, Florida, as a mortgagee holding and owning a first mortgage recorded in Official Records Book 4700, Page 1181, public records of Pinellas County, Florida, which encumbers the Rothmoor Estates condominium recreation areas and streets, joins in the preceding Declaration of Condominium for Rothmoor Estates Condominium for the purposes therein stated; providing, however, such joinder shall in no event be deemed a waiver of GEMCO's first mortgage lien on the land and improvements more fully described in said mortgage.

Witnesses:


Andrew B. Bunker

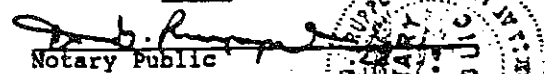
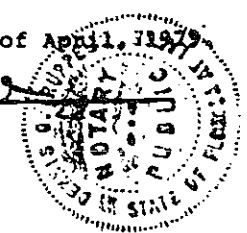
GLENN E. McCORMICK CO., INC. a
 Florida corporation


 By Dwight E. McCormick, President
 (CORPORATE SEAL)

STATE OF FLORIDA
 COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared DWIGHT E. McCORMICK, as the President of Glenn E. McCormick Co., Inc., a corporation under the laws of the State of Florida, to me well known to be the individual described in and who executed the above and foregoing Joinder of Mortgagee, and severally acknowledged to and before me that he executed such instrument as such officer of said corporation, and that the affixed seal to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 25th day of April, 1979


 Notary Public


My Commission Expires:
 MY COMMISSION EXPIRES DEC. 4, 1979
 BEFORE THIS OFFICIAL IS, UNDERWRITERS

JOINDER OF MORTGAGEES

A. H. FREDHOLM and LILLY S. FREDHOLM, as mortgagees holding and owning record interest in condominium unit #706 in the Rothmoor Estates condominium complex, join in the preceding Declaration of Condominium for Rothmoor Estates Condominium, for the purposes therein stated.

Edward A. Fredholm
Witness as to the Fredholms

Madeline P. Fredholm
Witness as to the Fredholms

A. H. Fredholm
A. H. FREDHOLM
3991 Yardley Avenue, North
St. Petersburg, Florida 33731

Lilly S. Fredholm
LILLY S. FREDHOLM
3991 Yardley Avenue, North
St. Petersburg, Florida 33731

STATE OF FLORIDA)
COUNTY OF PINELLAS) ss.

BEFORE ME, the undersigned authority, personally appeared A. H. FREDHOLM and LILLY S. FREDHOLM, to me well known to be the persons described in and who executed the above and foregoing Joinder of Mortgagees, and severally acknowledged to and before me that they executed such instrument for the purposes therein stated.

WITNESS my hand and official seal this 11 day of May, A. D. 1979.

Louise Kaythulic
Notary Public
State of Florida at Large

My Commission Expires:
Notary Public, Florida, State at Large
My Commission Expires March 22, 1983
Standing With Justice Insurance Agency



JOINDER OF MORTGAGEE

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEARWATER, a corporation under the laws of the United States of America, with offices located in Pinellas County, Florida, as a mortgagee holding and owning record interests in one or more condominium units in the Rothmoor Estates condominium complex, joins in the preceding Declaration of Condominium for Rothmoor Estates Condominium, for the purposes therein stated.

ATTEST.

By: Fannie Mae Burgess
(Title) Assistant Secretary

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEARWATER

By: Jean C. Townsend
(Title) Assistant Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Jean C. Townsend and Fannie Mae Burgess, as the Assistant Vice President and Assistant Secretary, respectively, of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEARWATER a corporation under the laws of the United States of America, to me well known to be the individuals described in and who executed the above and foregoing Joinder of Mortgagee, and severally acknowledged to and before me that they executed such instrument as such officers of said corporation, and that the affixed seal to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 26 day of April, A. D. 1979.

Flaine L. Burgess
Notary Public
State of Florida at Large



JOINDER OF MORTGAGEE

CLEARWATER FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation under the laws of the United States of America, with offices located in Pinellas County, Florida, as a mortgagee holding and owning record interests in one or more condominium units in the Rothmoor Estates condominium complex, joins in the preceding Declaration of Condominium for Rothmoor Estates Condominium, for the purposes therein stated.

CLEARWATER FEDERAL SAVINGS & LOAN ASSOCIATION

ATTEST.

By: Patricia E. Vacca
(Title) Assistant Secretary

By: Robert H. Duguid
(Title) Vice-President

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

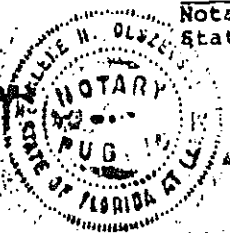
BEFORE ME, the undersigned authority, personally appeared ROBERT H. DUGUID AND PATRICIA E. VACCA, as the VICE-PRESIDENT AND ASSISTANT SECRETARY, respectively, of CLEARWATER FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation under the laws of the United States of America, to me well known to be the individuals described in and who executed the above and foregoing Joinder of Mortgagee, and severally acknowledged to and before me that they executed such instrument as such officers of said corporation, and that the affixed seal to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 30th day of April, A. D. 1979.

James F. O'Connell
Notary Public
State of Florida at Large

Commission Expires

NOTARY PUBLIC
STATE OF FLORIDA
April 17, 1983



JOINDER OF MORTGAGEE

FIRST NATIONAL BANK AND TRUST COMPANY, a

corporation under the laws of the United States of America, with offices located in Pinellas County, Florida, as a mortgagee holding and owning record interests in one or more condominium units in the Rothmoor Estates condominium complex, joins in the preceding Declaration of Condominium for Rothmoor Estates Condominium, for the purposes therein stated.

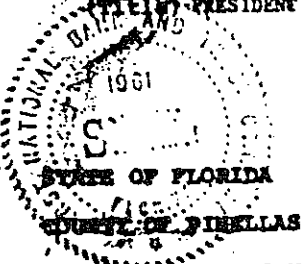
ATTEST.

FIRST NATIONAL BANK AND TRUST COMPANY

By: [Signature]
VICE PRESIDENT

By: [Signature]
(Title) VICE PRESIDENT

(CORPORATE SEAL)



BEFORE ME, the undersigned authority, personally appeared

L. EVELYN BOLDREN, as the

VICE PRESIDENT, respectively, of

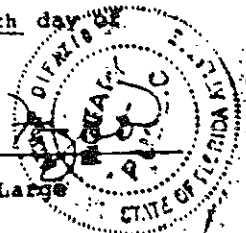
FIRST NATIONAL BANK AND TRUST COMPANY, a corporation

under the laws of the United States of America, to me well known to be the individuals described in and who executed the above and foregoing Joinder of Mortgagee, and severally acknowledged to and before me that they executed such instrument as such officers of said corporation, and that the affixed seal to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 10th day of

11, A. D. 1979.

[Signature]
Notary Public
State of Florida at Large



Commission Expires:

NOTARY AT LARGE
JULY 25 1984

LEGAL DESCRIPTION

FROM THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 29 SOUTH, RANGE 15 EAST, RUN THENCE N 89°11'02" W, 673.10 FT., ALONG THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 35, TOWNSHIP 29 SOUTH, RANGE 15 EAST; THENCE N 00°32'58" E, 337.00 FT. FOR THE POINT OF BEGINNING; THENCE CONTINUE N 00°32'58" E, 50.0 FT.; THENCE S 89°11'02" E, 30.0 FT.; THENCE N 00°32'58" E, 943.66 FT.; THENCE N 89°09'37" W, 370.92 FT.; THENCE S 00°21'40" W, 993.85 FT.; THENCE S 89°11'02" E, PARALLEL TO THE EAST-WEST CENTER LINE OF SAID SECTION 35, 337.65 FT. TO THE POINT OF BEGINNING.