

BENNETT L. RABIN MONIQUE E. PARKER

28059 U.S. HIGHWAY 19 NORTH, SUITE 301 CLEARWATER, FLORIDA 33761 727.475.5535 PHONE ♦ 727.723.1131 FAX ♦ WWW.RABINPARKER.COM

VIA EMAIL (<u>pmcelroy@resourcepropertymgmt.com</u>) AND REGULAR U.S. MAIL

RECEIVED JAN 2 3 2017

January 18, 2017

Rothmoor Estates Condominium Association, Inc. c/o Pat McElroy, Manager Resource Property Management, Inc. 7300 Park Street Seminole, Florida 33777

Re:

Certificate of Amendment to Declaration

Matter No: 10219-002

Dear Pat,

Enclosed please find a Certificate of Amendment to the Declaration of Condominium regarding the two amendments that passed at the annual meeting in December. Please have the President of the Association sign the Certificate of Amendment, <u>have it witnessed and notarized</u>, and return the <u>original signed</u> Certificate to this office via regular U.S. mail for recording. Thank you, and please feel free to call me if you have any questions.

Sincerely,

Patti Britts

Assistant to Monique Parker

Enclosure

Prepared by and return to: Monique E. Parker, Esq. Rabin Parker, P.A. 28059 U.S. 19 North, Suite 301 Clearwater, Florida 33761

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF ROTHMOOR ESTATES CONDOMINIUM

I hereby certify that at a duly called meeting of the members of Rothmoor Estates Condominium Association, Inc., (the "Association") held on December 19, 2016, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the amendment to the Section 14.1, Subsection F, and the amendment to Section 14.1, Subsection G, of the Declaration of Condominium of Rothmoor Estates Condominium, attached hereto as EXHIBIT "A", were duly adopted by the membership. The Declaration of Condominium of Rothmoor Estates Condominium was originally recorded in Official Records Book 4885, Page 845; Public Records of Pinellas County, Florida, and subsequently amended.

Rothmoor Estates Condominium was originally recorded in Official Records Book 4885, Page IN WITNESS WHEREOF, Rothmoor Estates Condominium Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 25th day of January, 2017. ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC. Printed Name and Title Printed Name of Witness #2 STATE OF FLORIDA COUNTY OF PINELLAS The foregoing instrument was acknowledged before me this do day of as president of Rothmoor Estates Condominium Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced as identification. Notary Public/ State of Florida

My commission expires:



EXHIBIT "A"

ADOPTED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF ROTHMOOR ESTATES CONDOMINIUM

The following are adopted amendments to the Declaration of Condominium of Rothmoor Estates Condominium, recorded in Official Records Book 4885, Pages 845 et seq., all within the Public Records of Pinellas County, Florida, and all as subsequently amended.

NOTE: New wording is <u>underlined</u>, deleted wording is stricken through, and *** indicates omitted text.

ITEM 1. A new Subsection F is added to Section 14.1 of the Declaration of Condominium of Rothmoor Estates, a Condominium, as follows:

14.1 Transfer Subject to Approval:

* * *

F. Maximum Number of Units Owned. In order to impart a continuity of residence, limit acquisition of units primarily for investment purposes, inhibit transiency and safeguard property values, no natural person or artificial entity (including, but not limited to, corporations, limited liability companies, partnerships, or trusts), or any officer, director, member, manager, shareholder, general partner, limited partner, beneficiary, trustee, or principal thereof, may hold a legal, equitable or contractual interest in more than two (2) units within the Condominium at the same time. Neither shall any artificial entity which has officers, directors, shareholders, members, managers, beneficiaries, trustees, or similar persons, in common with any other artificial entity ("affiliated persons or entities"), or individual unit Owner, as determined in the sole discretion of the Board, hold an interest in more than two (2) units within the Condominium at the same time. Further, no person who is related to a unit Owner (by blood, marriage, or adoption) or who has contractual relationships (whether written or verbal) with another unit Owner involving unit ownership matters, shall be permitted to own a unit, if same would exceed the two (2) unit ownership limit, unless such person acquires and actually uses the unit as his/her bona fide residence. Any person, entity or affiliated persons or entities owning two (2) units must be the permanent occupant of one of said units and may rent the other (but may not rent the unit specified for occupancy). It is the intention of this clause that unit Owners or financially related persons or entities shall only own a maximum of two (2) units, shall reside in one of them, may rent the second unit, and that groups of units shall not be owned by individuals, families, or artificial entities or related parties for investment/rental purposes. The restrictions contained in this section do not apply to an institutional mortgagee's security interest in units, nor the ability of such institutional mortgagees to acquire title through foreclosure or deed in lieu of foreclosure, but shall apply to any conveyance by such institutional mortgagee after acquisition of title by foreclosure or a deed in lieu of foreclosure or otherwise. An institutional mortgagee shall mean any entity that regularly lends money for the financing of the acquisition of real property and is licensed or otherwise legally permitted to do so in the state of

Florida. The Board may enact additional rules and regulations as may be necessary or desirable, as deemed by the Board, to clarify, interpret, apply or enforce this provision.

- **ITEM 2.** A new Subsection G is added to Section 14.1 of the Declaration of Condominium of Rothmoor Estates, as follows:
 - 14.1 Transfer Subject to Approval:

* * *

- G. Limitation on Leasing after Transfer. No unit may be occupied by any person other than a "bona fide Owner" during the first twelve (12) months of ownership following the transfer of a unit. For the purpose of this restriction, a "bona-fide Owner" is defined as an individual that owns at least one-third (1/3) of the total interest in the unit as shown in the Public Records of Pinellas County, Florida. Transactions and contracts such as agreements for deed, fractional ownership interest in an LLC or other corporate entity, and other such arrangements used for the purpose of avoiding this restriction are prohibited.
 - (a) If an Owner violates this restriction, any period of time during which the unit is leased in violation of this restriction will be added to the one-year time period which starts when title to the unit is acquired.
 - (b) If a unit is currently leased at the time of any sale or transfer which takes place after the adoption of this amendment, such lease is not to be renewed by the new Owner, and the tenant(s) are to be notified in writing of such non-renewal, with a copy provided to the Association. Additionally, the period of time for which the unit is leased following the acquisition of title by the new Owner will not be counted toward the one-year waiting period for new leases. Therefore, the one-year waiting period during which a unit is not to be leased by a new Owner will not begin until the end of any lease that is in effect at the time that such new Owner takes title to the unit.

END OF ADOPTED AMENDMENTS