

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF
ROTHMOOR ESTATES CONDOMINIUM

We, the undersigned residents and Owners of all Condominium Units in the Rothmoor Estates Condominium complex, joined by all persons having any record interest in any portion of the land submitted to condominium ownership for the first time by this instrument or in any portion of the land previously submitted to condominium ownership by the predecessor declarations of condominium ownership of ROTHMOOR ESTATES CONDOMINIUM NO. ONE or ROTHMOOR ESTATES CONDOMINIUM NO. TWO, do hereby declare for ourselves, our successors, our grantees and our assigns:

1. HISTORICAL BACKGROUND. This Amended and Restated Declaration of Condominium amends and restates the Declaration of Condominium recorded on July 19, 1979, in Official Records Book 4885, page 845, of the Public Records of Pinellas County, Florida, that amended the ~~amends~~ two predecessor previously filed ~~Declarations of Condominium~~ pertaining to this Condominium complex and submitted ~~submits~~ additional lands to condominium ownership.

1.1 Prior Predecessor Declarations. The single Condominium created by this Declaration, as originally recorded in 1979, combines lands previously submitted to Condominium ownership in two Declarations of Condominium of ROTHMOOR ESTATES CONDOMINIUM NO. ONE or ROTHMOOR ESTATES CONDOMINIUM NO. TWO, ~~filed in the public records of Pinellas County, Florida, appearing~~ recorded in Official Records Book 3661, page 103, et. seq., and in Official Records Book 3801, page 298, et. seq. respectively, of the Public Records of Pinellas County, Florida. Other than as expressly and specifically incorporated by reference in this Declaration, these two predecessor previous ~~Declarations,~~ together with all exhibits thereto, stand repealed.

1.2 Termination of Service Contracts and Recreation Leases ~~Former Obligations Terminated.~~ As in virtually every Condominium in this State, The original developer of this Condominium ~~complex~~ created contractual obligations of the Condominium Unit Owners and the two original Condominium associations through two long-term service contracts and two perpetual recreation leases, ~~which documents included escalation clauses based upon the consumer price index.~~ By actions of the

undersigned Unit Owners and the ~~Condominium~~ Association (previously merged into a single association from the two original associations), the service contracts and recreation leases were terminated and the real estate and improvements subject to the recreation leases were purchased by the Association and submitted hereby to condominium ownership. ~~By this Declaration, the two perpetual recreation leases are formally terminated, with special provision herein to protect the Condominium Association, to protect the lender which helped finance the purchase of the recreation areas, and to protect Unit Owners who also helped finance such purchase. The rights of institutional lenders as to individual Condominium Units are preserved by this new Declaration and, if anything, are further guaranteed and secured by the addition of the recreation lands and improvements thereto the lands submitted to condominium ownership.~~

2. PROPERTY PLACED IN CONDOMINIUM OWNERSHIP. The following described property, hereafter referred to as Condominium Property, is submitted to condominium ownership:

2.1 Real Property. The real property previously submitted to the condominium form of ownership by the two ~~prior~~ predecessor declarations referred to in Paragraph 1 above are re-submitted to the condominium form of ownership by this Declaration pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), as it existed on the date of original recording of this Declaration of Condominium on July 19, 1979 and as from time to time amended. In addition ~~thereto~~, the recreation areas and streets, purchased by the ~~Condominium~~ Association, are also submitted to the condominium form of ownership pursuant to the Condominium Act as it existed on the date of original recording of this Declaration of Condominium and as from time to time amended. The legal description of the above-described real property is attached hereto, and by reference made a part hereof, as Exhibit A to this Declaration.

2.2 Improvements Located Thereon. All improvements erected or installed on said land, including fourteen (14) residential buildings containing eighty-four (84) Units ~~Apartments~~ and ~~a one (1)~~ recreational building.

3. NAME OF CONDOMINIUM. The Condominium is to be identified by the name of ROTHMOOR ESTATES CONDOMINIUM, with the address of 405 Cara Court, Largo, Florida 33771 ~~33541~~.

4. NAME OF CONDOMINIUM ASSOCIATION. The name of the Condominium Association is ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., a Florida ~~non-profit~~ corporation not-for-profit, and is hereinafter referred to as the "Association." The operation of the Association Condominium Property shall be governed by the Articles of Incorporation and the By-Laws of the Association, attached hereto as Exhibits B and C, respectively, and by the provisions set forth in this Declaration.

5. DEFINITIONS. The terms used herein shall have the meanings stated in the Condominium Act ~~(Chapter 718, Florida Statutes)~~ and as follows:

5.1 Board of Directors. The board which is responsible for administration of the Association.

5.2 Common Elements. ~~That~~ The portions of the Condominium Property not included in the Units Apartments, and all personal property as may be owned by the Association from time to time.

5.3 5.7 Common Expenses. Common Expenses shall include:

A. Administration. Expenses of administration of the Association, expenses of maintenance, operation, repair, ~~or~~ replacement, or protection of any or all of the common elements and Association property, and of the portions of the Units Apartments to be maintained by the Association.

B. Others. Any valid change against the Condominium Property as a whole.

5.4 5.3 Condominium Parcel. The Unit Apartment, together with an undivided interest in the common elements appurtenant thereto.

5.5 Condominium Property. This means all the Condominium Property as a whole when the context so permits.

5.6 5.2-A. Limited Common Elements. Limited common elements mean those common elements which are reserved for the use of a certain Condominium Unit or Units to the exclusion of other Units, which include, but are not limited to, ~~those gates and fences comprising the fenced, gated areas adjacent to Units,~~ enclosed porches, screened porches and rooms added to exterior

walls, entry doors, screen doors, storm doors, garage doors, mail boxes and exterior lighting fixtures and bulbs. Also included as limited common elements, at the rear of each Unit, ~~is a portion of the common element described as an area extending ten (10) feet from the entire back wall of the Unit as well as any fence enclosing that area, which may be installed according to specifications adopted by the Board of Directors in the Rules and Regulations. However, the boundary fences separating the units are common elements.~~ An enclosure may be placed on this limited common element area after prior approval under the strict supervision of by the Board of Directors as outlined in Section 9.1,C. Any portion of the aforementioned limited common element which is not included in an enclosure or otherwise improved shall be maintained by the Association.

5.7 ~~5.4~~ Owner. A person ~~or entity~~ who owns ~~owning a Unit an Apartment~~.

5.8 ~~5.6~~ Member. An Owner who is a Member of the Association.

5.9 Permanent Occupant and Temporary Occupant. The term "permanent occupant" shall be defined as any person who occupies or will occupy a Unit for a cumulative period of over sixty (60) days in any calendar year. The term "temporary occupant" or "guest" shall be defined as any person who occupies or will occupy a Unit for a cumulative period of sixty (60) days or less in any calendar year. The term "resident" (permanent or temporary) shall have the same meaning as the term "occupant" (permanent or temporary).

5.10 ~~5.8~~ Singular, Plural, and Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

5.11 ~~5.1~~ Unit. A part of the Condominium property which is subject to exclusive ownership. ~~Apartment means Unit as defined by the Condominium Act, and Apartment Unit~~ should be construed as Condominium parcel whenever the context so implies.

This Declaration is divided into paragraphs (such as Paragraph 6 titled "Survey of the Land and Graphic Description of Improvements"), subparagraphs (such as Subparagraph 6.3 titled "Unit Boundaries"), Sections (such as Section 6.3,A,

titled "Upper and Lower Boundaries"), and Subsections (such as Subsection 6.3,A(1) titled "Upper Boundary").

6. SURVEY OF THE LAND AND GRAPHIC DESCRIPTION OF IMPROVEMENTS. The Condominium property is more fully described as follows:

6.1 Survey and Plot Plan. A survey of the land showing the ~~Apartment~~ buildings placed thereon was attached as an exhibit to each of the two prior predecessor declarations. Those surveys are incorporated in an updated survey and plot plan of the merged Condominium complex, attached hereto as Exhibit D and made a part thereof.

6.2 Improvements. Improvements upon the land include the following:

A. Residential ~~Apartment~~ Buildings. The Condominium property includes fourteen (14) residential ~~Apartment~~ buildings containing eighty-four (84) total Units ~~Apartments~~.

B. Recreation Facility. The Condominium property also includes the recreational building and appurtenances thereto.

C. Streets. The Condominium property includes the streets and roadways within the plot plan of the Condominium ~~complex~~.

6.3 Unit ~~Apartment~~ Boundaries. Each Unit ~~Apartment~~ shall include that part of the building containing the Unit ~~Apartment~~ that lies within the following boundaries:

A. Upper and Lower Boundaries. The upper and lower boundaries of a Unit ~~an Apartment~~ shall be the following boundaries:

(1)÷ Upper Boundary. The horizontal plane of the undecorated finished ceiling.

(2)÷ Lower Boundary. The horizontal plane of the undecorated finished floor.

B. Perimetrical Boundaries. The perimetrical boundaries of the Unit ~~Apartment~~ shall be the vertical planes of

the undecorated finished interior of the walls bounding the Unit Apartment extended to intersections with each other and with the upper and lower boundaries.

6.4 Amendment of Plans.

A. Alteration of Unit Apartment Plans. The Association has the right to approve changes in the interior design and arrangement of any Unit Apartment, and to alter the boundaries between Units Apartments, as provided in Section 9.1,C, so long as all owners of affected Units apartments approve such change. No such change shall increase the number of Units Apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, Unit Apartment Owners and owners of mortgages in the manner elsewhere provided herein. If more than one (1) Unit Apartment is concerned, the Association shall reapportion between the Units Apartments the shares in the common elements and common expenses. No change shall be allowed herein which constitutes a major structural change in any building without unanimous approval of all Owners and of all lenders holding title or interests in and to Units in the affected building.

6.5 Easements. Easements are reserved through the Condominium property as required for utility services in order to serve the respective Owners; provided, however, such easements through a Unit an Apartment exist only according to recorded plans and specifications for any Apartment building, or as established by now-existing practices, or by approval in writing from the Unit Apartment Owner.

7. CONDOMINIUM BUILDINGS. The apartment buildings are also each particularly described on the attached Exhibit D, portions of which were also recorded previously as exhibits to the ~~prior~~ predecessor declarations. The first sheet of Exhibit D shows the location of buildings within the Condominium property complex. Subsequent sheets of Exhibit D show floor plans and elevations and include the certificate of a surveyor authorized to practice in this state, that the survey of the land and the graphic description for the improvements in which Units are located and plot plan thereof, together with this Declaration, are in sufficient detail to identify the common elements and each Unit and their relative locations and approximate dimensions.

8. PERCENTAGES OF OWNERSHIP IN COMMON ELEMENTS AND OF PERCENTAGE SHARES IN COMMON EXPENSES. The Owner of each Unit ~~Apartment~~ shall own a share and certain interest in the ~~Condominium Property, including but not limited to the common elements and common surplus.~~ The percentages of ownership in the common elements ~~total Condominium Property,~~ the percentage of shares of interest by building for each Unit (for purposes described herein) and the percentage shares in common expenses (including common surplus) are as set forth below in Exhibit E ~~this paragraph,~~ except for the common expense of ~~basic~~ cable television service which shall be shared equally on a per Unit ~~capita~~ basis by all the Unit Owners, excluding only those Owners who discontinue such service based on a statutory exemption ~~receiving cable television service.~~

By unanimous agreement of the Owners, as evidenced by their signatures hereto, the percentages of ownership in the common elements ~~total Condominium Property,~~ set forth below, are hereby established, ~~which the Owners have determined to equitably reflect the value of each Apartment to the total Condominium Property.~~ These figures herein recognize and effectuate the merger of the formerly separate Condominiums and the addition of the recreation lands and streets to the Condominium Property. ~~In order to assist the Pinellas County Property Appraiser in making equitable ad valorem real estate appraisals, and for such other appropriate reasons other than the sharing of common expenses, the percentages of ownership in the total Condominium Property are and shall be as set forth in this paragraph.~~

Further, the percentage share of interest by building for each Unit, as set forth below, remains identical to that percentage figure expressed in the two original declarations of Condominium. The Owners expressly retain those figures in this Declaration to facilitate the future agreements between Owners of any single building, as to the financing of any proposal affecting their building only. This paragraph expressly authorizes independent funding of any such proposal when such proposal is approved both by unanimous vote of the Owners of the affected building and by a majority vote of the Board of Directors ~~of the Association.~~

Lastly, the Owners also unanimously agree to the establishment of the percentage share in common expenses, as set forth herein, for each Unit. The two prior predecessor declarations and their exhibits, together with actual practices

to this date in the administration of the Condominiums, established categories of Units ~~Apartments~~ for purposes of sharing common expenses. These categories, as set forth below in order to continue these past policies, expressly exist to continue to reject the notion that shares in common expenses must be in the same proportions as the percentage of ownership in the total Condominium Property.

The Owners by unanimous agreement, as evidenced by their signatures hereto, hereby establish percentage shares for purposes of meeting common expenses, which percentage shares are different from the percentages of ownership in the common elements ~~total Condominium Property~~. Each Owner expressly relies upon his or her Owner-neighbor in this unanimous agreement, intending to be bound thereby and intending to bind all subsequent purchasers of Units in Rothmoor Estates Condominium to these figures. Each Owner expressly agrees that the categorization of Units as expressed herein is in the best interest of all Owners in order to, among other things, reduce administrative costs by simplifying bookkeeping as to funding of the operation and management of the Condominium.

~~The percentages of ownership in the total Condominium Property, the percentage shares of interest by building, and the percentage shares in common expenses, as to each Unit in the merged Condominium, are as follows:~~

[See Exhibit E (Percentages of Ownership) at end of Declaration]

9. MAINTENANCE, ALTERATION AND ADDITION IMPROVEMENT. The responsibility for the maintenance of the Condominium property, and the restrictions upon the alteration and addition improvement thereof thereto shall be as follows:

9.1 Units ~~Apartments~~.

A. By the Association. The Association shall maintain, repair, and replace, at the Association's expense:

(1) All portions of a Unit, ~~an apartment~~ except interior surfaces, contributing to the support of the ~~Apartment~~ building, which portions shall include but not be limited to load-bearing columns and load-bearing walls, including;

(2) All conduits, ducts, plumbing pipes, fixtures and connections, and electrical wiring and other facilities for the furnishing of utility services (i.e., gas, electric power, water and sewer disposal) which are contained in the portion of the apartment building maintained by the Association; contained within the interior walls of a Unit that serve only the Unit and all such facilities contained anywhere within a Unit an apartment that serve which service part of parts of the Condominium property other than the Unit Apartment within which contained.

~~(2) All incidental damage caused to an Apartment by such work shall be promptly repaired at the expense of the Association.~~

~~(3) Provided that the responsibility of the Association may be delegated to a service company by contract.~~

B. By the Unit Apartment Owner. The responsibility of the Owner shall be as follows:

(1) To maintain, repair and replace at the Owner's ~~his~~ expense all portions of ~~his~~ the Unit Apartment except the portions to be maintained, repaired and replaced by the Association, including:

(a) all screens and glass, window treatments, built-in cabinets and countertops, appliances and kitchen equipment, and hot water heater(s);

(b) all air-flow conduits, ducts, plumbing pipes, fixtures and connections, electrical wiring and other facilities for the furnishing of utility services contained inside the Unit that serve only the Unit, except such facilities contained within the interior walls of the Unit that serve only the Unit which shall be maintained by the Association;

(c) all heating and air conditioning equipment and the stand for such equipment outside the Unit, that serve only the Unit, whether such equipment is contained inside or outside of the Unit; an apartment, hot water heater, and

(d) all floor, wall and ceiling coverings (such as carpet, tile, paint, texture or wallpaper) ~~carpeting~~, and any other contents of the Unit Apartment, including all non-supporting walls and partitions, and including any limited common elements appurtenant to the Apartment. Except where noted in Subparagraph 5.6 5.2A, the costs of ~~repair, maintenance, repair and replacement of any limited common elements appurtenant to the Unit~~ are the responsibility of the Unit Owner Apartment Owner.

~~All such repair, maintenance, repair and replacement as well as projected additions must have written approval from the Association and must maintain the architectural integrity and safety requirement as well as the decor of Rothmoor Estates Condominium.~~ [See Section 9.1,C]

(2) Not to paint or otherwise decorate or change the appearance of or any portion of the exterior of any Unit, or of the common elements or of the Apartment Building and/or exterior or common interior of the Building.

C. Alteration and Addition Improvement. Neither an Owner nor the Association shall make any alterations in the portions of a Unit an Apartment or Apartment building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of a particular Apartment building or increase the cost of maintenance or impair any easement, without first obtaining the approval in writing of the Board of Directors ~~of the Association~~.

(1) The Unit Owner shall, in writing, apply to the ~~Association~~ Board of Directors for approval of the planned alteration, removal or addition installation. Accompanying said application shall be a detailed copy of the plans and specifications for all such work the installation or construction, a copy of the proposed contract between the unit owner and the contractor and written evidence that the contractor is a properly licensed and insured contractor maintains liability insurance in the minimum amount required from time to time by the Board.

(2) Any planned alteration, removal or addition shall conform to the design of the exterior of the buildings as determined by the Board. Use of No wood or wood-source products are permitted is prohibited for new or replacement with the exception of fences. Florida rooms shall

only be enclosed with screening or siding according to specifications adopted by the Board of Directors in the Rules and Regulations. No wood or wood-source products and no stucco are permitted for the exterior or enclosure of Florida rooms.

(3) Proposed installation or construction shall not extend beyond the dimensions of the Unit described in Subparagraph 6.3 or the limited common elements of the Unit described in Subparagraph 5.6 5.2A.

(4) All costs related to the installation or construction shall be the expense of the Unit Owner alone and shall not be assessed nor collected as a common expense.

(5) The Unit Owner is responsible for any damage to common elements resulting from said installation or construction.

9.2 Common Elements.

A. By Association. The maintenance, repair and replacement and operation of the common elements shall be the responsibility and the expense of the Association.

B. Material Alteration or and Substantial Addition Improvement. There shall be no material alteration or substantial addition ~~further improvements of to the~~ common elements or to real property which is Association property without prior approval in writing by the record Owners of all the Apartments, except as elsewhere provided for herein provided, however, that alteration or improvement of the common element may be made if the approval in writing of without the affirmative vote of not less than sixty-five percent (65%) of all Members of the Association at any meeting of the Members duly called for such purpose pursuant to the By-Laws, which meeting shall be held and the affirmative vote obtained before the subject material alteration or substantial addition has been made 75% of the Owners is obtained, provided the improvements do not interfere with the rights of Owners not giving their consent, and if the non-approving Owners are relieved of the cost thereof. The cost of any improvement made pursuant to the above provisions shall be paid in full by the approving Owners as between themselves in proportion to their ownership percentage. A material alteration or substantial addition shall be defined to exclude any alteration or addition to the common elements or to real property which is Association property that requires the expenditure by the Association of five thousand

dollars (\$5,000.00) or less, or that is constructed or installed for the purpose of maintenance or protection of the Condominium property or for the safety or security of the residents regardless of the amount of the expenditure by the Association, provided, however, there shall be no alteration to the common elements by change or removal of a design element of a building without the aforementioned affirmative vote of the Members. There shall be no change in the shares and rights of an Owner in the common elements which are altered or further improved, ~~whether or not the Owner contributed to the cost thereof.~~ This paragraph shall not apply to any repairs, replacements or reconstruction made to the common elements caused by casualty. Any increase in the common expenses caused by material alterations or substantial additions ~~improvements~~ as contemplated by this paragraph shall be borne by all Owners. This paragraph does not apply to limited common elements.

~~C. Provided that the responsibility of the Association may be delegated to a service company by contract.~~

10. ASSESSMENTS. The making and collection of assessments against Owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

10.1 Share of Common Expense. Each Owner shall be liable for a proportionate share of the common expenses, ~~and shall own a proportionate share in the common surplus elements which are appurtenant to the Apartments owned by him,~~ as set forth above in Paragraph 8.

10.2 Late Charges; Application of Payments. Assessments for common expenses and installments thereon paid on or before ten (10) days after the date ~~when~~ due shall not bear interest or a late charge fee, but all sums not paid on or before ten (10) days after the date ~~when~~ due ~~will~~ shall bear interest from the date due until paid at the rate of eighteen (18) percent per year and shall be subject to a late charge fee set from time to time by the Board of Directors, not to exceed the maximum allowable by state law. All payments on account shall be first applied to interest, then to late fees charges, then to any costs and reasonable attorney's fees incurred by the Association in collection and in the defense by the Association of any bankruptcy filed by the Unit Owner or of any mortgage or other lien foreclosure on the Unit, and then to the delinquent assessment payment first due.

10.3 Lien for Assessments.

A. The statutory lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. The Association has a lien on each Unit to secure the payment of assessments and other amounts provided for in this Declaration. Except as otherwise set forth below, said lien is effective from and shall relate back to the date of original recording of this Declaration. However, as to first mortgages of record, said lien is effective from and after recording of a claim of lien in the public records of Pinellas County, Florida.

B. In order to be valid, a claim of lien must state the description of the Unit, the name of the record owner thereof, the name and address of the Association, the amount due, and the due dates. The claim of lien must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien secures all unpaid assessments that are due and that may accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest, late fees, and all costs and reasonable attorney's fees incurred by the Association in the collection process and in the defense by the Association of any mortgage or other lien foreclosure on the Unit. Upon payment in full, the party making the payment shall be entitled to a satisfaction of the lien.

C. When a first mortgagee or its successor or assignees acquires title to a Unit by foreclosure of the mortgage or by deed in lieu of foreclosure, such acquirer of title shall be liable for the unpaid assessments pertaining to such Unit or chargeable to the former owner of such Unit that became due prior to acquisition of title in the manner above provided only to the extent required by the Condominium Act, as amended from time to time, unless such assessments are secured by a claim of lien for assessments that is recorded prior to the recording of said mortgage. Any remaining unpaid assessments shall be deemed to be common expenses collectible from all Unit Owners including such acquirer, its successor or assignees.

10.4 Rental Pending Foreclosure. The Owner of any Unit ~~Apartment~~ subject to a lien may, at the discretion of the Association, be required to pay a reasonable rental for the Unit ~~Apartment~~ for the continued occupancy or use of the Unit ~~Apartment~~ during the foreclosure proceedings.

10.5 Continuation of Distinction between Percentage of Ownership and Share of Common Expense. At the inception of this Condominium, service contracts and leases were entered into. In each of those instruments the obligations for payment were divided on a per-Unit apartment basis and the specific amount made allocable to each Unit apartment as set forth by Unit apartment number. This policy of variation from the percentages of ownership set forth in the ~~prior~~ predecessor declarations is expressly continued in this new Declaration and expressly reconfirmed and agreed to by all Owners herein, for themselves and their successors in title.

11. MEMBERS OF ASSOCIATION.

11.1 Qualification. The Members of the Association shall consist of all of the record Owners of Units Apartments.

11.2 Change of Membership. 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 a Unit an Apartments in the Condominium and notification to the Association of the recording of such instrument and the names of the grantors and grantees. The Owner designated by such instrument thereby shall become a Member of the Association, and membership of the prior Owner shall be terminated. Notwithstanding the above, the membership shall not be changed nor shall the new Owner be entitled to vote until the new Owner is approved as set forth herein.

11.3 Voting Rights. Members of the Association shall be entitled to cast one (1) vote for each Unit Apartment owned by them.

11.4 Designation of Voting Representatives. If a Unit an Apartment is owned by one (1) person, his or her right to vote shall be established by the record title to his or her Unit Apartment. If a Unit an Apartment is owned by more than one (1) person, ~~or is under lease,~~ the person entitled to cast the vote for the Unit Apartment shall be designated by a certificate signed by all of the record Owners of the Unit Apartment and filed with the Association; provided, however, that the spouse of the designated person may vote for the Unit Apartment in the absence of the designated person. If a Unit an Apartment is owned by a ~~corporation, trust, or association,~~ the person entitled to cast the vote for the Unit Apartment shall be

designated by a certificate signed ~~by the Secretary of the corporation or association or~~ by the Trustee, ~~if owned by a trust~~. This certificate should be filed with the Association. Such certificate shall be valid until revoked or until superseded by subsequent certificate, or until a change in ownership of the Unit Apartment concerned is properly completed. A certificate designating the person entitled to cast the vote of a Unit an Apartment may be revoked by the Owner thereof at any time. If a required certificate is not filed for a particular Unit Apartment, then that Unit Apartment shall not be counted in determining the presence of a quorum nor for any other purpose.

11.5 Restraint upon Assignment of Shares and Assets. 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 ~~of his~~ to the Owner's Unit Apartment.

12. TAXES. Real property taxes shall be assessed and collected on each Unit Apartment ~~consistent with previously listed percentages of ownership of the Condominium Property as a whole~~. In the event the real property tax as to any part of the Condominium property ~~subsequent to the filing of this new Declaration~~, is deemed by the Property Appraiser to be payable by the Association, then for that tax year the said tax shall be a common expense.

~~Thereafter, the Association shall cooperate with the Property Appraiser to effect an equitable distribution of the tax liability to each Apartment consistent with the percentages of ownership of the Condominium Property.~~

13. USE RESTRICTIONS. The use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists and so long as the Apartment buildings exist in a useful condition on the land.

13.1 Units Apartments. ~~Each of the Unit Apartments shall be occupied only by a single family, and guests, as a residence and for no other purpose, with at least one family Member 55 years of age or older and no family Member under 18 years of age.~~ [See Subparagraph 13.10, Age Restriction] The term "single family" shall be defined as one (1) or more persons related by blood, marriage or adoption or no more than two (2) unrelated persons and their families living together as a single housekeeping Unit. No Unit Apartment may be divided or sub-

divided into a smaller Unit, nor any portion thereof sold or otherwise transferred.

13.2 Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Unit Apartment Owner shall permit any use of his or her Unit Apartment or make any use of the common elements which will increase the rate of insurance upon the Condominium Property or increase the service and/or maintenance costs of the Property.

~~A. No major repairs of transportation type vehicles shall be made on Rothmoor Estates property, either on Apartment Owners driveway or on common elements. [See Section 13.12,F, Vehicles and Parking]~~

13.3 Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units Apartments.

13.4 Lawful Use. No ~~immoral, improper, offensive~~ unauthorized or unlawful use shall be made of the Condominium Property nor any part thereof; and all valid laws, zoning, ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

13.5 Ownership by Natural Persons. Ownership of Units shall be limited only to natural persons or the Association or the owner of a mortgage or other lien that acquires a Unit by foreclosure or by deed in lieu of foreclosure, as more particularly described herein.

A. No Unit shall be owned directly or indirectly by a legal entity (not a natural person) except the Association or such foreclosing and acquiring owner of a mortgage or other lien. All types of legal entities are prohibited as owners,

directly as an owner named in the deed or other instrument of ownership or indirectly as a beneficial owner, including but not limited to, any corporation, limited liability company, or partnership, except the Association or such foreclosing and acquiring owner of a mortgage or other lien.

B. Ownership of a Unit shall only include: (i) direct ownership by a natural person or persons, individually, of any legal, equitable or beneficial interest in the Unit; (ii) direct ownership by the Association or the owner of a mortgage or other lien that acquires a Unit by foreclosure or by deed in lieu of foreclosure; (iii) direct ownership by a natural person or persons in a fiduciary capacity, such as trustee or guardian under a trust or guardianship exclusively for the benefit of only a natural person or persons; and (iv) indirect ownership by a natural person or persons as beneficiary under a trust or guardianship in which another only natural person or persons holds direct ownership of the Unit in a fiduciary capacity, as in item (iii), above.

13.6 ~~14.1 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 individual (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, beneficial 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 lease ~~rent~~ the other (but may not lease ~~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 lease ~~rent~~ the second Unit, and that groups of Units shall not be owned by individuals, families, ~~or artificial entities~~ or related parties for investment/lease ~~rental~~ purposes. The restrictions contained in this Subparagraph ~~section~~ do not apply to an institutional mortgagee's security interest in Units, nor the ability of such institutional mortgagees or the Association to acquire title by ~~through~~ foreclosure or deed in lieu of foreclosure or otherwise, but shall apply to any conveyance by such institutional mortgagee or the Association 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 adopt and amend ~~enact~~ additional rules and regulations as may be necessary or desirable, as deemed by the Board, to clarify, interpret, apply or enforce this provision.

13.7 14.1-G Limitation on Leasing after Acquisition of a Unit 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 acquisition of title to the transfer of a Unit, except for a Unit acquired by the Association. The Association may lease a Unit owned by the Association immediately after acquisition of title to the Unit.

A. For the purpose of this restriction, a "bona-fide Owner" is defined as an individual who ~~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 interests ~~in an LLC or other corporate entity~~, and other such arrangements used for the purpose of avoiding this restriction are prohibited.

B 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.

C B. If a Unit is currently leased at the time of any sale or transfer which takes place after the original 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.

13.8 ~~13.5~~ Leasing. After approval by the Board of Directors ~~Tenant Owner Committee~~ elsewhere required, entire Units Apartments may be leased ~~rented~~ provided the occupancy is only by the tenant lessee and his or her family or guests. No rooms or other portion of a Unit may be rented. ~~except as part of the leasing of an entire Apartment, and no leasehold of~~

A. A Unit shall not be leased for a period of less than three (3) months shall be permitted, and not more than once in any calendar year. A Unit shall not be subleased under any circumstances whatsoever, for any period of time with or without the approval of the Owner. The occupancy of a leased Unit Apartment is limited to normal single-family residential usage.

B. For purposes of this Declaration and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association, the term "lease" shall be defined as any arrangement, written or unwritten, whether identified as a lease, rental, license or otherwise, under which a person(s), whether identified as a lessee, tenant, guest, or otherwise, other than the Owner of a Unit, uses or occupies the Unit and the Owner receives any consideration, compensation or benefit either directly to the Owner or indirectly for the Owner or for the Unit, including payment of assessments to the Association, real estate taxes, utilities or other charges to the Unit.

C. The term "lease" shall also specifically include any vacation rental or other short-term use or occupancy of a Unit arranged by any means, including but not limited to Airbnb™, VRBO®, or any other similar service or arrangement, all of which shall be prohibited if occupancy is for a period of less than three (3) months. The term "lease" shall also specifically include any use or occupancy of a Unit by exchange or swap arranged by any means, including but not limited to HomeExchange®, Home for Exchange™, or any other similar service

or arrangement, with or without consideration, compensation or benefit to or for the Owner or the Unit, all of which shall be prohibited if occupancy is for a period of less than three (3) months.

D. All leases shall provide (or shall be automatically deemed to provide) that the Association shall have the right to terminate the lease upon any violation or noncompliance by the tenant or his or her family or guests with the provisions of this Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations of the Association, as the same may be amended from time to time (the "Association documents"). Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his or her tenant and the family and guests of the tenant which constitute a violation of, or noncompliance with, the provisions of the Association documents.

13.9 Leasing Limit of eight (8) Units. A Unit Owner (including a current Owner) other than the Association who acquires title to a Unit after the date of recording of the certificate of amendment for the amendment to this Subparagraph and who desires to lease the Unit may do so only if less than the limit of eight (8) Units are then currently leased (the "leasing limit"), excluding any Unit(s) owned and leased by the Association. The lease and the intended tenant(s) and all other intended permanent occupants of the Unit shall be subject to approval by the Board of Directors prior to occupancy as required by Paragraph 14.

A. The following Unit Owners shall not be subject to the leasing limit of this Subparagraph:

(1) All current Unit Owners may lease any Unit to which a current Owner has acquired title before the date of recording of the aforementioned certificate of amendment.

(2) The Association may lease a Unit immediately after acquiring title to the Unit regardless of when the Association acquires title and regardless of the number of Units in the Condominium that are currently leased.

B. Leasing of units subject to the leasing limit shall further comply with the following procedures and requirements:

(1) The Association shall maintain a list of all leased Units. The initial list of leased Units shall be attached to the aforementioned certificate of amendment.

(2) If at any time the number of leased Units is equal to or greater than the leasing limit, the Association shall maintain a waiting list of Unit Owners who desire to lease their Units and said Owners may submit their names to the Association to be placed on the waiting list. When the existing lease on a Unit expires or terminates, the currently leasing Owner of that Unit shall have the first right to lease the Unit, by renewal of the existing lease with the current tenant(s) or by commencement of a new lease with the current tenant(s) or a new tenant(s).

(3) If at any time the number of leased Units is less than the leasing limit, the Association shall open the leasing of Units to any Unit Owner who desires to lease his or her Unit, beginning with the Unit Owner who is first on the Association's waiting list, until the number of leased Units is equal to the leasing limit.

(4) The Board of Directors may from time to time adopt and amend Rules and Regulations governing the waiting list, the procedures for currently leasing owners to exercise their rights to lease their Units under subsection B(2), above, the procedures for Owners on the waiting list to exercise their rights to lease their Units under subsection B(3), above, and all other aspects of compliance with the leasing limit.

13.10 Age 55 Restriction. It is the intention of the Association to qualify for the exemption to the Fair Housing Amendments Act of 1988 by providing housing for older persons as defined in Section 807 of the Act. Accordingly, not less than eighty percent (80%) of all Units shall be occupied by at least one permanent occupant who is fifty-five (55) years of age or older. No Unit shall be occupied by a permanent occupant who is under eighteen (18) years of age.

A. The Board of Directors is authorized to grant hardship exceptions to this restriction, provided at no time shall less than eighty percent (80%) of all Units be occupied by at least one permanent occupant who is fifty-five (55) years of age or older.

B. The Board of Directors shall adopt and amend, from time to time, such Rules and Regulations as are necessary or appropriate to establish hardship exceptions to this restriction and to ensure continuing compliance with this restriction and with Section 807 of the Fair Housing Amendments Act of 1988. Hardship exceptions shall include but shall not be limited to exceptions that allow continued occupancy of a Unit after the death of an Owner who is age fifty-five (55) or older by:

(1) his or her surviving spouse, if any, who is under age fifty-five (55), or

(2) if no surviving spouse, another member or members of the Owner's family who resided with the Owner at the time of his or her death and who is or are under age fifty-five (55).

13.11 Pets and Assistance Animals. No pets or other animals shall be permitted in any Unit or on the Condominium Property except for assistance animals and as otherwise provided herein. A guest of a resident shall be permitted to bring a pet to stay with the guest in the resident's Unit for a short stay not to exceed two (2) weeks and a resident shall be permitted to take care of another person's pet in the resident's Unit for a short stay not to exceed two (2) weeks. The term "pets" shall be limited to dogs, cats, birds and fish.

A. A resident with a disability shall be entitled to maintain an assistance animal in the resident's Unit and on the Condominium property after obtaining approval from the Board of Directors for a reasonable accommodation of the restriction prohibiting pets. If the resident's disability is not readily apparent or known to the Association, the resident must submit reliable documentation of the disability and the resident's disability-related need for an assistance animal, as specified in the Rules and Regulations.

B. An assistance animal or short-stay pet that is a dog or cat shall be walked or transported on the common elements in a carrier or secured on a leash.

C. The Owner or handler of the assistance animal or short-stay pet shall pick up all solid waste of their assistance animal, place it in an appropriate container and properly dispose of such waste in a garbage receptacle.

D. All assistance animals and short-stay pets shall be kept quiet at all times and shall not be a nuisance to other residents.

E. Each Owner of an assistance animal and each guest or resident of a Unit with a short-stay pet shall be strictly responsible for the behavior of said assistance animal or short-stay pet, including any damage to the common elements or Association property, any damage to the property of other persons and any injury to other persons caused by said assistance animal or short-stay pet, and shall indemnify and hold harmless the Association from any such damage or injury.

13.12 Vehicles and Parking. Parking of vehicles in each Unit Owner's driveway or in parking spaces elsewhere on the Condominium Property shall be limited to non-commercial vehicles, including but not limited to automobiles, vans, trucks, sport utility vehicles (SUVs), motorcycles and such other non-commercial vehicles as may be identified in the Rules and Regulations, provided that the length and width of any such vehicle shall not exceed the length or width of the driveway excluding the sidewalk or the length or inside width of the parking lines of the parking space (including any trailer hitch, bicycle rack or other feature that extends the length of the vehicle). No more than one (1) non-commercial vehicle shall be parked in the Unit Owner's driveway.

A. Any other type of vehicle shall only be parked in the Unit Owner's garage and shall not be parked in the Unit Owner's driveway or in parking spaces elsewhere on the Condominium Property, including but not limited to trailers of any kind (whether boat, house or utility), recreational vehicles (RVs), campers, boats, and such other types of vehicles as may be identified in the Rules and Regulations.

B. The term "non-commercial vehicle" shall be defined as any vehicle that is designed or used primarily for personal transportation of the driver, with or without passengers, and that bears no commercial signage (lettering or graphics), including magnetic signage, and has no tools or equipment visible.

C. All commercial vehicles shall be prohibited in any driveway or elsewhere on the Condominium Property except in the garage, although commercial service and delivery vehicles

may be parked in a driveway or elsewhere on the Condominium Property only during the period of service or delivery to the Unit or the common elements. The term "commercial vehicle" shall be defined as any vehicle that is not a "non-commercial vehicle."

D. All vehicles shall be operational at all times and shall be properly registered and displaying a valid license plate.

E. No parking of vehicles shall be permitted on the streets of the Condominium Property between midnight and 6:00 a.m.

F. Vehicle maintenance or repair may be performed in the Unit Owner's garage. No vehicle maintenance or repair shall be performed elsewhere on the Condominium Property, including on the Owner's driveway, on the common elements or elsewhere on the Condominium property, except for emergency repairs such as replacement of a flat tire or battery.

G. Any non-commercial vehicle that is improperly parked and any commercial vehicle that is parked on the Condominium property except in the Unit Owner's garage may be towed from the property at the vehicle Owner's expense after notice to the Owner.

H. The Board of Directors may from time to time adopt and amend Rules and Regulations identifying other types of non-commercial and commercial vehicles and governing vehicle operation, parking and other matters concerning vehicles.

13.13 ~~13.6~~ Regulations. Rules and Regulations concerning the use of the Condominium Property have been and will be promulgated by the Board of Directors Association. A copy of the existing Rules and Regulations shall be available to any Owner or any prospective purchaser by the Association upon request within a reasonable time after such request. Such Rules and Regulations are recognized as being for the benefit of the ~~tenant~~ Owners of this Condominium Apartment project. ~~The said rules and regulations may be changed or amended by the Association upon approval of 75% of the actual Owners of the Apartments located in the Condominium. For the purpose of this requirement, each Apartment shall have one vote.~~

14. SALES, LEASES, OTHER TRANSFERS AND PERMANENT OCCUPANCY OF UNITS. MAINTENANCE OF COMMUNITY INTEREST. ~~The Association shall maintain to the best of its ability a community of congenial older persons in this Condominium, and prospective purchasers of the Apartments shall be screened by the Association with such purpose in view. The purpose of this Paragraph is to organize and maintain a community of older persons residents who are financially responsible, thus protecting the value of the Units Apartments. The transfer of Apartments by any Owner~~ Therefore, each transfer of legal, equitable or beneficial ownership or possession of a Unit by sale, lease, gift, devise, inheritance, or other transfer, and each other permanent occupancy of a Unit by an adult individual (natural person) who is not an intended purchaser, tenant, donee, devisee, heir, or other transferee, whether or not such other permanent occupancy occurs in conjunction with or after the sale, lease, gift, devise, inheritance, or other transfer of the Unit, shall be subject to and shall comply with the following provisions as long as the Condominium exists and the Apartment buildings in useful condition exist upon the land, which provisions each Apartment Unit Owner covenants to observe:

14.1 Transfer Subject to Approval:

~~A. Sale. No Apartment Owner may dispose of any Apartment or any interest in an Apartment by sale without approval except as provided for herein.~~

~~B. Lease. No Apartment Owner may dispose of an Apartment or any interest in an Apartment by lease without approval except as provided for herein.~~

~~C. Gift. If any Apartment Owner shall acquire his title by gift, the continuance of his possession by occupancy of his Apartment shall be subject to approval as provided for herein.~~

~~D. Devise or Inheritance. If an Apartment Owner shall acquire his title by devise of inheritance, the continuance of his possession by occupancy of his Apartment shall be subject to approval as provided for herein.~~

~~E. Other Transfers. If an Apartment Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership or~~

~~possession by occupancy of his Apartment shall be subject to approval as provided for herein.~~

~~14.2 Procedure for Approval or Disapproval of Transfer. The approval or disapproval required hereunder shall be made by the Tenant Owner Committee. The parties hereto agree that in order to maintain the high standards desired by all of the parties hereto, a Tenant Owner Committee shall exist, composed of three Members elected by the Owners of Apartment Units. The Owner shall submit an application for the transfer of title or execution of a bona fide lease accompanied by a fee, the amount of which to be determined by the Board of Directors, but not to exceed the legal limit. The Tenant Owner Committee shall have the right and responsibility to approve or disapprove each prospective Owner or each new Owner obtaining title by gift, devise, inheritance or otherwise, of any Apartment. The Tenant Owners Committee shall monitor the age requirements for Apartment occupancy and shall maintain at least 80% compliance with the 55 year or older requirement and 100% compliance with the 18 year old requirement. [See Subparagraph 13.10, Age Restriction]~~

~~A. Notice. Where used herein, Committee refers to the Tenant Owner Committee. Notice means notice to the Association, to any management agent or company under contract with the Association or management services, and to any affected institutional lender, of such transfer.~~

~~14.1 Notice to Association. Notice to the Association under this Paragraph shall be provided to the management company or other agent or officer designated from time to time by the Association. The Unit Owner shall provide notice to the Association for prior approval of the sale, lease, gift, devise, inheritance, or other transfer, or other permanent occupancy of the Unit, as follows:~~

~~A. (1) Application Sale. An Apartment Owner intending to make a bona fide sale of his Apartment shall give notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Tenant Owner Committee or any management agent or company under contract with the Association may reasonably require, and an executed copy of the proposed contract of sale. Prior to the sale, lease, gift, devise, inheritance, or other transfer, or other permanent occupancy of any Unit, and within thirty (30) days after the transfer of any~~

Unit by devise or inheritance to the existing transferee or transferees (the "existing transferee"), the Unit Owner or the existing transferee (for transfers by devise or inheritance) shall submit to the Association an application for such approval, which shall contain the names and addresses of the intended purchaser or purchasers (the "intended purchaser"), the intended tenant or tenants (the "intended tenant"), the intended transferee or transferees (the "intended transferee"), the existing transferee, or the intended other adult permanent occupant who is not an intended purchaser, intended tenant, or intended transferee (the "intended other permanent occupant"), as applicable, and all other intended permanent occupants of the Unit and such other information, documents and other items as may be required by application forms promulgated by the Board of Directors. The application shall be fully completed and signed by the intended purchaser, the intended tenant, the intended transferee (for transfers by gift or other transfer), the existing transferee (for transfers by devise or inheritance), or the intended other permanent occupant, as applicable. [See Subparagraph 5.9, Definition of Permanent Occupant]

B. Sale. The requirement of this Paragraph for Association approval of sales of Units shall not apply to the sale or other transfer of a Unit from a Unit Owner to the Owner as trustee. Said requirement of this Paragraph shall also not apply to the sale or transfer to or other acquisition of a Unit by a mortgagee that acquires title as a result of its mortgage lien on the Unit, regardless of whether the title is acquired by deed from the mortgagor or through foreclosure proceedings.

~~C. (2) Lease. An Apartment Owner intending to make a bona fide lease of his Apartment shall give notice of such intention, together with the name and address of the intended lessee and such other information concerning the intended lessee as may be reasonably required, and an executed copy of the proposed lease.~~

(1) No portion of a Unit (other than the entire Unit) may be rented or leased. All leases must be for the minimum lease term specified in Subparagraph 13.5. A tenant shall not assign his or her lease without the prior written approval of the Association.

(2) All leases shall provide (or shall be automatically deemed to provide) that the Association shall have the right to terminate the lease upon any violation or

noncompliance by the tenant(s) with the provisions of this Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations of the Association, as the same may be amended from time to time (the "Association documents"). Regardless of whether or not expressed in the applicable lease, the unit owner shall be jointly and severally liable to the Association for the acts and omissions of his or her tenant(s) which constitute a violation of, or noncompliance with, the provisions of the Association documents.

~~(3) Gift; Devise, or Inheritance; or Other Transfers. An Apartment Owner who has obtained his title by gift, devise or inheritance or by any other manner not previously considered, shall give notice of the acquiring of his title, together with such information concerning the Apartment Owner as may be reasonably required, and a certified copy of the instrument evidencing the Owner's title.~~

D. (4) Failure to Provide Give Notice. If the above-required notice is not given, then the Committee at its election and without notice may approve or disapprove any sale, lease, gift or other inter vivos transfer of title or interest by a Member, or may approve or disapprove the transferee acquiring title by devise, inheritance or other means, subsequent to the death of a Member Owner. If the Committee disapproves either a transaction or a transferee, the Committee shall then proceed as if it had received the required notice on or before the date of such disapproval. In any event, failure of the Committee to disapprove shall be deemed approval if the Committee takes no action within sixty (60) days after any transferee actually takes possession by occupancy of a Unit in which such transferee received an interest. Failure of the Unit Owner or the existing transferee (for transfers by devise or inheritance) to provide to the Association a fully completed and signed application, the application fee, and the contract, lease or other transfer instrument shall be deemed a breach hereof, and any sale, lease, gift, devise or inheritance, other transfer, or other permanent occupancy of the Unit in contravention of this Paragraph shall be null and void and confer no right, title or interest to the intended purchaser, the intended tenant, the intended or existing transferee, or the intended other permanent occupant. However, at any time after receiving knowledge of the transfer of ownership or possession of a Unit or other permanent occupancy of a Unit, the Board of Directors, at its election and without notice, may approve or disapprove the transfer or other permanent occupancy. If the

Board disapproves the transfer or other permanent occupancy, the Board shall proceed as if it had received the required notice on the date of such disapproval.

14.2 Application Requirements.

A. Application Fee. The application shall be accompanied by an application fee in an amount as determined from time to time by the Board of Directors not to exceed the maximum amount permitted by law. One application fee shall be paid for each application for sale, lease, gift, devise, inheritance, or other transfer of a Unit, and for each application for permanent occupancy of a Unit in conjunction with or after the sale, lease, gift, devise, inheritance, or other transfer of the Unit, except for applications from a husband and wife, who shall be considered one applicant.

B. Contract, Lease or Other Transfer Instrument. The application shall be accompanied by a fully signed copy of the contract to sell, the lease agreement, the contract to transfer title, or a certified copy of the instrument evidencing the transferee's title by gift, devise or inheritance. For leases of Units, the Board of Directors shall have the right to require that a substantially uniform form of lease be used.

C. Interview. The intended purchaser (for a sale), the intended tenant (for a lease), the intended or existing transferee (for any other transfer), or the intended permanent occupant (for any permanent occupancy) shall attend an interview in person or by telephone, video conference or other electronic means, within the approval period specified in this Paragraph, with the Board of Directors or its duly authorized representative (Association officer, committee, or managing agent), at such time as is convenient for the Board or its authorized representative, as a condition to approval by the Board. If the interview is not conducted within the approval period, then the approval period shall be extended for an extension period of five (5) days after the actual date of the interview.

14.3 Approval by Board of Directors. Approval of the proposed transfer of ownership or possession of a Unit by sale, lease, gift, devise, inheritance, or other transfer, or approval of the proposed other permanent occupancy of a Unit shall be accomplished by the Board of Directors, as follows:

A. Approval Period. Within twenty (20) days after receipt of the fully completed and signed application, the application fee, and a signed copy of the contract, lease or other transfer instrument, as may be extended as provided in this Paragraph, the Board of Directors shall either approve or disapprove the proposed transfer of ownership or possession of a Unit by sale, lease, gift, devise, inheritance, or other transfer, or the proposed other permanent occupancy of a Unit.

B. Reports for Review of Applicants. In connection with the review of each application by the Board of Directors and possible approval or disapproval of a proposed transfer of ownership or possession or a proposed other permanent occupancy of a Unit, for good cause, the Association may obtain any combination of reports relating to the criminal history and court records, as applicable, of the intended purchaser, the intended tenant, the intended or existing transferee, and all other intended permanent occupants of the Unit. The Board shall specify guidelines for disapproval of proposed transfers and permanent occupancy, for good cause.

C. ~~B.~~ Certificate of Approval. Approval of the proposed transfer of ownership or possession or the proposed other permanent occupancy of a Unit shall be stated in a certificate executed by an officer or managing agent of the Association and shall be delivered to the Unit Owner or to the existing transferee (for transfers by devise or inheritance).

~~(1) Sale. If the proposed transaction is a sale, then within ten (10) days after receipt of the notice and information referred to above, the Committee must either approve or disapprove the proposed transaction. If approved, the Owner shall be notified, and the approval then shall be stated in a certificate executed by the Committee in recordable form, which shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the seller. If no action is taken by the Committee as required above, then the Committee shall be deemed to have approved the transfer.~~

~~(2) Lease. If the proposed transaction is a lease, then within ten (10) days after receipt of such notice and information, the Committee must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the Committee which shall be delivered to the lessee or shall be recorded in the Public Records of Pinellas County, Florida, at~~

~~the expense of the leaser. If no action is taken by the Committee as required above, then the Committee shall be deemed to have approved the transfer.~~

~~(3) Gift; Devise or Inheritance; Other Transfers. If the Apartment Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within ten (10) days after receipt of the notice and information, the Committee must either approve or disapprove the continuance the Apartment Owner's possession by occupancy of his Apartment. If approved, the approval shall be stated in a certificate executed by the Committee, which shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the Apartment Owner. If no action is taken by the Committee as required above, then each Committee shall be deemed to have approved the transfer.~~

D. Failure to Act. If the Board of Directors fails to act within the approval period specified in this Paragraph, including any extension period, the proposed transfer of ownership or possession or the proposed other permanent occupancy of the Unit shall be deemed to have been approved and the Association shall provide its certificate of approval.

~~14.4 14.3 Disapproval by Board of Directors Committee. If the Committee disapproves a transfer of ownership of an Apartment, the matter shall be disposed of in the following manner:~~

A. Disapproval for Good Cause. The Board of Directors may disapprove the proposed transfer of ownership or possession of a Unit by sale, lease, gift, devise, inheritance, or other transfer, or may disapprove the proposed other permanent occupancy of a Unit only for good cause, based on information contained in the reports for review and the Board's guidelines as provided in Section 14.3,B. Under no circumstances shall the Board disapprove a proposed transfer of ownership or possession or a proposed other permanent occupancy of a Unit for a reason that is illegally discriminatory. Disapproval shall be accomplished as follows:

B. Notice of Disapproval. If the Board of Directors disapproves a proposed transfer of ownership or possession or a proposed other permanent occupancy of a Unit for good cause, then within the approval period specified in this Paragraph, including any extension period, the Association shall

deliver or mail by certified or registered mail to the Unit Owner or to the existing transferee (for transfers by devise or inheritance) a notice, signed by an officer or managing agent of the Association. The notice shall state that the proposed transfer of ownership or possession or the proposed other permanent occupancy of the Unit is disapproved for good cause and the cause for disapproval shall be specified.

(1) A. Sale. If the proposed transfer of ownership is a sale, the sale shall not be closed and the Unit shall not be sold to the intended purchaser. In the event the proposed sale is disapproved, the Member shall be so notified in writing delivered by hand or certified mail and if the Member still desires to consummate a sale, he shall, thirty (30) days before the closing set for the disapproved sale, give written notice to the Committee of his said intention, together with a statement of the price and other terms thereof. The Committee shall promptly notify the Members of the Association of the proposed sale and terms thereof. Thereafter, the following shall apply:

(1) Member Option. Any Member, after notification by the Committee as above required or any purchaser obtained by the Committee shall have an option to purchase the Apartment at the price stated in the disapproved contract to sell. The purchasing Member shall exercise his option by giving written notice of said fact to the Committee at least then (10) days prior to the date of the intended sale or transfer, and after depositing with the Committee ten per cent (10%) cash of the purchase price as a good faith deposit. The Committee shall immediately notify selling Member of these facts. The balance of the price shall also be payable in cash at closing.

(2) If Option Unexercised. In the event the Member giving notice to sell, received no written notice from the Committee or any Member of the Association entitled to exercise the above-mentioned option exercising said option, then the Selling Member shall have no sale at that time and shall not close the sale which has been disapproved. If three different bona fide purchasers under three separate sales agreements with a Selling Member have been disapproved by the Committee, then the Selling Member may close the sale under a fourth proposed sale to such fourth bona fide purchaser, as a matter of right.

(3) Miscellaneous Terms. If the Member Option is exercised as provided herein above:

~~(a) Closing shall be held within fifteen (15) days of the notice exercising the option.~~

~~(b) In the event the Selling Member giving notices receives the acceptance from more than one Purchasing Member, it shall be discretionary with the Selling Member to consummate the sale with whichever of the Accepting Members he chooses.~~

~~(c) The closing costs of said sale shall be borne by the respective parties in the then-customary manner or as otherwise agreed upon between them.~~

(2) B. Lease. If the proposed transfer of possession is a lease, the Unit shall not be so leased to the intended tenant. If the proposed transaction is a lease, the Apartment Owner shall be advised of the disapproval in writing and the lease shall not be made.

(3) C. Gift; Devise or Inheritance; or Other Transfer. If the proposed transfer of ownership is a gift, devise, inheritance, or other transfer, the Unit shall not be so transferred by gift, devise, inheritance, or other transfer, or, if the transfer has already occurred, the existing transferee of a completed transfer shall sell or otherwise transfer the Unit to a purchaser or other transferee approved by the Board within one hundred eighty (180) days after receipt of the notice of disapproval by the existing transferee.

(4) Other Permanent Occupancy. If the proposed occupancy is the other permanent occupancy of a Unit in conjunction with or after the sale, lease, gift, devise, inheritance, or other transfer of the Unit, the Unit shall not be permanently occupied by the intended other permanent occupant.

14.4 Mortgage. The parties hereto agree that it is absolutely necessary in order to maintain the desired standards for this development for the Tenant Owner Committee herein above-described to have the herein-described controls and powers. It is therefore understood and agreed by and between the parties hereto that no Purchaser is to encumber any Apartment Unit herein-described except after obtaining written consent from the Tenant Owner Committee. Any loan will be with either a recognized bona fide lending agency in Pinellas County,

~~such as the institutional lenders joining in the execution of this Declaration, or an Owner desiring to sell his Apartment and retain a purchase money mortgage. The Committee shall not unreasonably withhold consent. Further, this paragraph shall not apply to any mortgagee succeeding to title of an Apartment.~~

~~14.5 — Notice of Void Transfer and Enforcement of These Provisions. All Owners, prospective purchasers, transferees, prospective lenders, or prospective lessees are given notice of the provisions of this paragraph 14 concerning maintenance of community interests, by subjecting transfers to approval as set forth herein. The Committee may declare by Resolution that a sale, mortgage, lease, gift, devise, inheritance, or other transfer which is disapproved by the Committee, is void. Such Resolution of disapproval may be appealed by any interested party to the Board of Directors of the association, which within thirty (30) days of such Resolution, may reverse the decision of the Committee and approve the subject transfer, transaction of transferee, as the case may be. If the Board of Directors of the Association does not reverse any such Resolution of the Committee, then the Board shall make appropriate arrangements for the rescission of the transfer in the case of a sale, lease or inter vivos gift, or appropriate arrangements for eviction (e.g., under paragraph 14.11) of any new Owner coming into possession by devise, inheritance or other transfer after the death of a Member.~~

~~No Resolution declaring the invalidity of a transfer or unacceptability of a transferee (e.g., in the case of a devise or inheritance) shall be made until the Committee first determines if such Resolution affects an institutional lender. Thereafter, any institutional lender affected by a Resolution passed by the Committee pursuant to this paragraph shall be notified by the Committee immediately upon the adoption of the Resolution. In each case here a Resolution invalidates a sale, lease or inter vivos gift, the transferee in such transfer which stands invalidated by the Resolution, shall have primary liability and responsibility for all costs and expenses, including reasonable attorney's fees, of any affected institutional lender and the Association in effectuating the rescission and re-transfer of title. The Selling Member in such rescinded transaction shall thereafter bear the responsibility and liability for reimbursement to his buyer for such costs and expenses, including reasonable attorney's fees. Further, nothing in this sub-paragraph shall preclude such buyer in any way from pursuing his claim against the Selling Member under the~~

~~invalidated transfer in such court and in such manner as otherwise authorized by law.~~

~~The Board of Directors of the Association may cause any Resolution passed by the Committee pursuant to this paragraph to be recorded in the Public Records of Pinellas County, Florida. In the case of disapproval's by the Committee of any sale, the provisions of sub paragraph 14.3 shall thereafter apply.~~

~~14.6 Procedure in Case of Death. The following procedure shall apply in the death: In case of death of the Owner of an Apartment, the surviving spouse, if any, and if no surviving spouse, the other Member or Members of such Owner's family residing with the Owner at the time of his death, may continue to occupy the Apartment; and if such surviving spouse or other Member or Members of the decedent Owner's family shall have succeeded to the ownership of the Apartment, the ownership thereof shall be reflected on the books of the Association.~~ [See Section 13.10,B, Exceptions to Age Restriction for hardship]

~~14.7 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, insurance company or savings and loan association as a result of owning a mortgage upon the Apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings, nor shall such provisions apply to a transfer, sale or lease by a bank, insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an Apartment at a duly advertised public sale with open bidding provided by law, such as and limited to execution sale, foreclosure sale, judicial sale or tax sale.~~ [See Section 14.1,B, Exception for transfer of a Unit to a Mortgagee]

~~14.5~~ ~~14.8~~ Restraint upon Separation and Partition. Any transfer of a Unit ~~an Apartment~~ shall include all elements thereof as afore-described and appurtenances thereto, whether or not specifically described, including, but not limited to, the Owner's share in the common elements and common surplus, and the Owner's ~~his~~ Association membership.

~~14.6~~ ~~14.9~~ Effect of Sale on Member's Liability. If a transfer is made without the Member's portion of the common expenses being paid, then the Member shall remain liable for

said expenses to the Association until said amount has been paid. The statutory provisions as set forth in the Condominium Act concerning liability upon transfer shall remain in full force and effect, and in the event satisfactory arrangements are not made with the payment of sums due from a Member on his common expenses at the time of transfer, said sums may become a lien on the Unit ~~Apartment~~ after transfer, if the Association files a claim of lien in the Public Records of Pinellas County, Florida, and the Association may refuse to approve any transfer hereunder until all liability as to the common expenses has been paid.

~~14.10 Attorney's Fees. Attorney's fees shall be allowable in the case and under the circumstances as set forth in paragraph 23.6.~~

~~14.11 A. It is understood by the parties hereto that the best interests of all concerned will be served by having a compatible and enjoyable living venture in Rothmoor Estates. In order to assure this, the Association shall, upon the request of the Board of Directors or of ten (10) tenant Owners, poll all tenant Owners by secret ballot as to the desirability of any individual tenant Owner or occupant of any Unit. In the event that 75% of the tenant Owners shall vote to the effect that the best interests of Rothmoor Estates would be served by the eviction of any tenant Owner or occupant of any Unit, said tenant Owner or occupant of any Unit shall vacate the Apartment occupied by him within thirty (30) days from the date that actual notice is given to such occupant by the Association of the decision of the tenant Owners. An officer of the Association shall effect such actual notice by delivery of a certificated of eviction to the occupant. Should the said tenant Owner or occupant refuse to vacate within the said thirty (30) day period, the Association shall have the absolute right to purchase said Unit under the purchase formula hereinafter set forth, provided however, that as to occupants who are not the Owners of the subject Unit, that the Owner has received no less than thirty (30) days actual notice, or legally prescribed constructive notice, of the intention of the Association to exercise its right, under this paragraph. The purchase shall be closed within thirty (30) days from the date notice is given to the tenant Owner of intent to purchase failing vacation of the premises. All Owners expressly agree to this covenant.~~

~~14.11 B. In the event the condition occurs as described in the preceding paragraph, and the Association purchases the Apartment in question, the tenant Owner shall~~

~~convey to the Association by Warranty Deed, free and clear of any and all encumbrances, the subject Unit. The parties further agree that all services charges must be paid by the tenant Owner up to the date of the actual conveyance. The Association shall have the right to determine the amount of services charges and other costs unpaid and shall have the right to deduct same from the purchase price. Taxes will be prorated between the parties as of the date of such conveyance, and the normal expenses incurred in the conveyance of real property will be borne by each of the parties hereto.~~

~~14.11 C. In the event of such conveyance by the tenant Owner to the Association, in accordance with the terms and conditions of this Agreement, the Association hereby agrees to pay to the tenant Owner the original purchase price from his predecessor in title, less 2-1/2% per year from the date of such purchase of said Apartment or for any portion of each year. The purchase price of said Apartment, however, is contingent upon the Apartment being in good and reasonable condition. In the event the Apartment is not in such condition and the Association and the tenant Owner cannot agree on the price, both parties to this agreement hereby agree to refer the matter to three general contractors doing business in the Clearwater-Largo area, said general contractors to be selected by the Tenant Owner Committee. Bona fide competitive bids will be received from said contractors for work necessary to place the Apartment in proper condition and the parties hereto agree that the average of these bids will be deducted from the purchase price and considered the cost of putting said Apartment in proper condition, said purchase price to be paid in cash.~~

[Subparagraph 17.4 requires approval of amendments to the "Insurance" Paragraph by all owners of mortgages on Units, so the changes to Paragraph 15 ("Insurance") are limited to those changes necessary to conform Paragraph 15 to the insurance coverage requirements of subsection 718.111(11) of the Condominium Act, as permitted by subsection 718.111(11) (i)]

15. INSURANCE. The insurance other than title insurance which shall be carried upon the Condominium Property and the property of the Unit ~~Apartment~~ Owners shall be governed by the following provisions:

15.1 Authority to Purchase. All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association and the Unit ~~Apartment~~ Owners and their mortgagees as their interests may

appear, and provision shall be made for the issuance of certificates of mortgagee endorsements thereon which shall be deposited with the hereinafter-designated Insurance Trustee. ~~Unit Apartment~~ Owners may obtain insurance coverage at their own expense upon their own personal property, and for the contents and portions of the Unit Apartment for which they are responsible, and for their personal liability and living expense.

15.2 Coverage.

A. Property Casualty. The Association shall use its best efforts to obtain and maintain adequate property insurance to protect the Association, the Association property, the common elements, and the Condominium property that must be insured by the Association pursuant to the Condominium Act. ~~All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value with \$100.00 deductible per building, exclusive of foundation and excavation costs, as determined by the Association. Adequate property insurance must be based on the replacement cost of the property to be insured, as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every thirty-six (36) months. Such policies may include deductibles as determined by the Board and in accordance with the Condominium Act.~~ Such coverage shall afford protection against:

(1) Loss or Damage by Fire and other hazards covered by a standard extended coverage endorsement; and

(2) Such Other Risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land including, but not limited to, vandalism and malicious mischief.

B. Public Liability in such amounts and with such coverage as shall be required by the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of the Unit Apartment Owners as a group to a Unit ~~an Apartment~~ Owner.

C. Workmen's Compensation policy to meet the requirements of law.

D. Such Other Insurance as the Association shall determine from time to time to be desirable.

15.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, provided, however, that to the extent that the Association's obligation to provide insurance coverage of any kind is delegated to any management agent or company, the premiums for such coverage may by contract be paid by such management agent or company from the fees received by it.

15.4 Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit ~~Apartment~~ Owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the Barnett Bank of Clearwater, Clearwater, Florida, as Trustee, or to any other bank in Florida with trust powers as may be approved by the Association, which Trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit ~~Apartment~~ Owners and their mortgagees as set forth below, but which shares need not be set forth on the records of the Insurance Trustee.

The Insurance Trustee may in its absolute discretion determine any equitable distribution of insurance proceeds as between separate buildings damaged by the insured casualty (fire, wind, etc.).

A. Damage to Common Elements. Proceeds held by said Trustee due to damage to the common elements of each particular building and to the Units ~~Apartments~~ shall be held for the Owners in the percentage each owns in the affected building as set forth in the appropriate column in paragraph 8 hereof. In the event of damage to common elements such as the recreational facility, then the proceeds shall be held for the Owners in the percentage each owns in the total Condominium as set forth in the appropriate column in paragraph 8 hereof.

B. Damage to Units ~~Apartments~~ Only. Proceeds held by said Trustee due to damage to the Units ~~Apartments~~ only (this would be within the Unit ~~Apartment~~ only, and not for any

of the common elements) would be held by the Trustee for the Owner and the mortgagee, if any.

C. Mortgagees. In the event a mortgagee endorsement has been issued as to a Unit ~~an Apartment~~, the share of the Unit ~~Apartment~~ Owner shall be held in trust for the mortgagee and the Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

15.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

A. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

B. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, as determined by the Association or Owners of a particular affected building, then the remaining proceeds after said payment to the Insurance Trustee shall be distributed to the Owners, remittances to Owners and their mortgagees being payable jointly to them. Said remittances to be made to each Owner on the basis of the Owner's ~~his~~ undivided share in the common elements under the appropriate column in paragraph 8, depending upon the Insurance Trustee's determination of the need for equitable distribution as between separate buildings. This is a covenant for the benefit of any mortgagee or Owner of a Unit ~~an Apartment~~, and for the Association, and may be enforced by either of said entities.

C. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided (see paragraph 16.1(B)(2) and paragraph 18) that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittance to Owners and their mortgagees being payable jointly to them. Said remittance is to be based on the Owner's share of the common elements under the appropriate column in paragraph 8, depending upon the Insurance Trustee's determination of the need for equitable distribution as between separate buildings. This is a covenant for the benefit of any

mortgagee or Owner of a Unit ~~an Apartment~~, and for the Association, and may be enforced by either of said entities.

D. Certificate. In making distribution to Unit ~~Apartment~~ Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the Owners and their respective shares of the distribution.

15.6 Association as Agent. The Association is hereby irrevocably appointed agent for each Owner and for each owner of a mortgage or other lien upon a Unit ~~an Apartment~~ and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims. The Association may delegate this responsibility to a management corporation in the event it deems it to be in the best interest of the Association for this to be done.

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

16.1 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, the decision as to whether or not it shall be reconstructed or repaired, aside from the determination of how much of the insurance proceeds is allocable to each Unit, shall be determined in the following manner:

A. Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided (see Paragraph 18) that the Condominium shall be terminated.

B. ~~Apartment~~ Residential Building. Damage to each ~~Apartment~~ residential building would necessarily include damage to portions of the common elements as well as to the ~~Apartment~~ Unit.

(1) Partial Destruction. If the damaged improvement is one or more of the ~~Apartment~~ residential buildings, and if any ~~Apartment~~ Unit in a particular affected building ~~the Condominium~~ is found by the Board of Directors ~~of the Association~~ to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner

elsewhere provided (see Paragraph 18) that the Condominium shall be terminated.

(2) Total Destruction. If the damaged improvement is one or more of the ~~Apartment~~ residential buildings, and if none of the ~~Apartments~~ Units in a particular affected building ~~is~~ are found by the Board of Directors ~~of the Association~~ to be tenantable, then any such totally damaged building will not be reconstructed or repaired unless within sixty (60) days after the casualty the Owners of fifty-one percent (51%) of the common elements of that particular building agree in writing to finance such reconstruction or repair. If they so agree, then the funding of the reconstruction or repair shall be either in accordance with the percentage share of each in their building or as otherwise agreed upon by such Owners among themselves or with other Owners in the Condominium complex.

16.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, ~~portions of which are attached hereto as exhibits;~~ or if not, then according to plans and specifications approved by the Board of Directors ~~of the Association~~, and if the damaged property is ~~an Apartment~~ a residential building, by the Owners of all damaged ~~Apartments~~ Units therein which approvals shall not be unreasonably withheld.

16.3 Responsibility for Damage to Apartment Unit. If the damage is only to those parts of one (1) ~~Apartment~~ Unit for which the responsibility of maintenance and repair is that of the Owner, then the Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association. In the event the Owner only is responsible, any the proceeds of insurance held by the Association or the Insurance Trustee, as applicable, shall be delivered to the Owner and any the mortgagee, ~~if there be one.~~ The Owner shall be responsible for the completion of repairs if the insurance is not sufficient to pay for the repair of the damage to the ~~Apartment~~ Unit, and its contents.

16.4 Estimate of Costs. Immediately after a determination to reconstruct ~~rebuild~~ or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable

and detailed estimates of the cost to reconstruct ~~rebuild~~ or repair.

16.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Owners who own the damaged ~~Apartment~~ Units, and against all Owners in the case of damage to common elements used by all residents, such as the recreation facility, in sufficient amounts to provide funds for the payment of such costs, and the Owner of a damaged ~~Apartment~~ Unit shall bear the cost of all decorations to said ~~Apartment~~ Unit and the balance of the repairs to the ~~Apartment~~ Unit not covered by the insurance.

16.6 Construction Funds. ~~The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and any funds collected by the Association from assessments against Apartment Unit Owners shall constitute a construction fund, which shall be disbursed in payment of such costs in the following manner held and disbursed by the Association or the Insurance Trustee, as applicable, as follows:~~

A. Association. ~~If the proceeds of insurance are held by the Association as provided in Subsection 16.6,C(2), then the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments shall also be held deposited by the Association and not by an with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.~~

B. Insurance Trustee. ~~If the proceeds of insurance are held by an Insurance Trustee as provided in Subsection 16.6,C(3), then the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association shall be deposited by the Association with the Insurance Trustee.~~

C. Disbursement of Construction Fund. ~~The proceeds of insurance collected on account of a casualty, and~~

~~the sums deposited with the Insurance Trustee by the Association from collections of assessments against Owners on account of such casualty, shall constitute a~~ The construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an Owner shall be paid by ~~the Association the Insurance Trustee~~ to the Owner, or if there is a mortgagee endorsement as to such ~~Apartment Unit~~, then to the Owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(2) Association - ~~Minor~~ Less Than Very Substantial Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$1,000,000 ~~\$5,000.00~~, then the construction fund shall be held and disbursed in payment of such costs ~~upon the order of by~~ the Association; ~~provided, however, that upon request to the Insurance Trustee by a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.~~

(3) Association - ~~Major~~ Very Substantial Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is \$1,000,000 or more ~~than \$5,000.00~~, then the construction fund shall be held and disbursed by the Insurance Trustee in payment of such costs in the manner required by the Board of Directors ~~of the Association~~ and upon approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in ~~a~~ the construction fund after payment of all costs of ~~the~~ reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial Owner which is not in excess of assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Owners ~~upon~~ assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be ~~upon~~ the order of the Board of Directors Association or ~~upon~~ approval of an architect or engineer or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and its Secretary or other authorized officer as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or when a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so required, the approval of an architect or engineer named by the Association shall be first obtained by the Association.

16.7 Since this Condominium consists of several separate ~~Apartment~~ residential buildings, if a shortage of funds for reconstruction and repair as provided for in Subparagraph 16.5 shall occur, then only those Owners of ~~Apartments~~ Units in the affected or damaged building or buildings shall be assessed, and then in accordance with the percentages as shown in Paragraph 8 (Exhibit E), in the appropriate column.

17. AMENDMENTS. This Declaration of Condominium ~~and By-Laws of this Association~~ may be amended in the following manner as well as in the manner elsewhere provided:

17.1 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. ~~Notice of any proposed amendment to this Declaration of Condominium or to the By-Laws of the Association shall be furnished to all Unit Owners.~~

17.2 Approval Resolution. ~~An resolution for adopting a proposed~~ 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. Except as elsewhere provided, a proposed amendment ~~such approvals~~ must be approved by not less than sixty-five percent (65%) ~~seventy-five percent (75%)~~ of all Members of the Association ~~of the votes of those Members of the Association who participate in the voting,~~ in person or by proxy, at any meeting of the Members duly called for such purpose pursuant to the By-Laws, provided the amendment does not increase the number of Units ~~Apartments~~, alter the boundaries of the common elements or alter the percentages of ownership or the shares in the common expenses, and further 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. A copy of the proposed amendment, together with a limited proxy form, shall ~~will~~ be provided ~~sent~~ to all of the voting Members at least fourteen (14) days prior to the date of the meeting at which ~~where the vote~~ the amendment will be considered.

17.3 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record Owners of the ~~Apartments~~ Units in the Condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Pinellas County, Florida.

17.4 Proviso. Provided, however, that no amendment shall discriminate against any Owner nor against any ~~Apartment~~ Unit or class or group of ~~Apartments~~ Units unless the Owners so affected shall consent; and no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the common expenses and owns the common surplus ~~any Apartment nor the share in the common elements appurtenant to it, nor increase the Owner's share of the common expenses,~~ unless the record Owner of the ~~Apartment~~ Unit concerned and all record Owners of liens on the Unit ~~mortgages thereon~~ shall join in the execution of the amendment and unless all the record Owners of all other Units in the Condominium approve the amendment. Neither shall an amendment of this Declaration make any change in the Paragraph ~~section~~ entitled "Insurance" unless the record Owners of all mortgages ~~upon~~ Apartments Units in the Condominium and the Service Contractor shall join in the execution of the amendment.

17.5 Execution and Recording. ~~A copy~~ The text of each amendment shall be ~~attached to~~ included in a certificate

certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President ~~Officers~~ of the Association with the formalities of a deed. The amendment shall be effective when such certificate ~~and copy of the amendment are~~ is recorded in the Public Records of Pinellas County, Florida.

18. TERMINATION. The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

18.1 Destruction. In the event it is determined in the manner elsewhere provided ~~(see paragraph in Subsection 16.1, B (B) (2))~~ that one or more ~~Apartment~~ residential buildings shall not be reconstructed because of major damage, the Condominium plan of ownership will thereby be terminated without agreement.

18.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all of the Owners of the Condominium, and by all record Owners of mortgages ~~upon Apartments~~ Units therein owned by a bank, insurance company or a Federal savings and loan association. If the proposed termination is submitted to a meeting of the Members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the Owners of not less than seventy-five percent (75%) ~~per cent~~ of the common elements and of the record Owners of all mortgages ~~upon Apartments~~ Units in the Condominium owned by a bank, insurance company or a federal savings and loan association, are obtained no later than thirty (30) days from the date of such meeting, then the approving Owners shall have an option to buy all of the ~~Apartments~~ Units of the other Owners for the period ending on the sixtieth (60th) day from the date of such meeting. The option mentioned herein shall be ~~up~~ upon the following terms:

A. Exercise of Option. The option shall be exercised by delivery or mailing by certified or registered mail, to each of the record Owners of the ~~Apartments~~ Units to be purchased, of an agreement to purchase signed by the record Owners of ~~Apartments~~ Units who will participate in the purchase. Such agreement shall indicate which ~~Apartments~~ Units will be purchased by each participating Owner or Owners who shall agree to purchase all of the ~~Apartments~~ Units 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~~ Unit 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 effecting 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~~ Unit 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 Exhibit E ~~paragraph 8~~.

18.5 Amendment. This Paragraph ~~The section~~ concerning termination cannot be amended without consent of all parties required to terminate this Declaration as stated in Subparagraph 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 By-Laws, 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.~~ [See Subparagraph 1.2 concerning termination of Leases]

~~19. 20.~~ DETERMINATION OF FAIR MARKET VALUE. Whenever the term "Fair Market Value" is used herein, it shall mean the reasonable value of ~~an Apartment~~ a Unit at the time of sale, taking into consideration the amount paid for said ~~Apartment~~ Unit, the applicable portion of any outstanding mortgage encumbering the property, the condition of the market for such interest, and condition of the ~~Apartment~~ Unit 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.

20. 21. ARBITRATION.

~~20.1~~ 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 to determine the sale price for any Unit, in the absence of agreement as to price between the seller and the purchaser, for exercise of the option to buy the Unit in the event of termination of the Condominium, as provided in Subparagraph 18.2 ~~when controversy arise between~~

~~an Owner and 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 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. All disagreements between an Owner and the Association shall be subject to the requirements of the Condominium Act for arbitration or court litigation.~~

20.2 ~~21.2~~ Procedure. Arbitration, where so provided for herein ~~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 party or parties in person or by certified or registered mail.

B. Notice. The notice referred to above shall state that the sale price of the Unit is ~~reasonably identify~~ the subject of disagreement ~~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 or her appointment shall appoint a second arbitrator. The two (2) appointed arbitrators shall then appoint a third arbitrator within a reasonable time, or 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 disagreement ~~controversy~~, and shall notify the parties of said time and place by written notice to be delivered in person or by certified or registered 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 herein ~~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 or her own attorney 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 mortgagee 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 Mortgagee. 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. [See Section 14.1,B, Exception for transfer of a Unit to a Mortgagee]

~~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 canceled, except as provided in paragraph 22.4.~~

21. 23. MISCELLANEOUS.

21.1 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 original recording the filing of this Declaration and as from time to time amended, this Declaration itself, and the By-Laws of the Association.

~~Legislative enactments charging 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. [See Subparagraph 17.4, amendments to change percentages of ownership and expenses]~~

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 (10) days after he is served notice of default by mail to his last known address or by personal delivery.~~

21.2 23.3 Ownership of Apartment Unit by Association. The Association shall have the power and authority to own ~~an Apartment~~ a Unit of this Condominium and to mortgage same with the approval of the Board of Directors. In the event ~~an Apartment~~ a Unit 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 Unit~~ 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~~ a Unit from which no income is received, then the share of maintenance expenses applicable to said ~~Apartment Unit~~ shall be paid as a common expense.

21.3 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 an 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.

21.4 ~~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. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of ~~an Apartment~~ a Unit or its appurtenances, or of the common elements or the Common and Recreational Areas.

21.5 ~~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 original recording ~~the filing~~ of this Declaration and as from time to time amended, 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.~~

21.6 ~~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.

21.7 ~~23.8~~ Severability. The invalidity in whole or in part of any covenant or restriction, or any Paragraph, Subparagraph, section, subsection, 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 or 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.

ROTHMOOR ESTATES CONDOMINIUM
ASSOCIATION, INC.

(CORPORATE SEAL)

President - Allen J. Emrick

Attest: Secretary - Dorothy Elder

1979 SIGNATURE PAGES AND JOINDERS OF
UNIT OWNERS AND MORTGAGEES OF UNITS TO
1979 DECLARATION OF CONDOMINIUM,
AS RECORDED IN O.R. BOOK 4885,
PAGES 872 THROUGH 892 OF THE PUBLIC RECORDS
OF PINELLAS COUNTY, FLORIDA, ARE
INCORPORATED HEREIN BY REFERENCE

ADDITIONAL EXHIBITS TO BE RECORDED WITH
AMENDED AND RESTATED DECLARATION

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

EXHIBIT "C"

AMENDED AND RESTATED BYLAWS

EXHIBIT "D"

CONDOMINIUM PLAT

EXHIBIT E

PERCENTAGES OF OWNERSHIP IN COMMON ELEMENTS
AND PERCENTAGE SHARES IN COMMON EXPENSES

	<u>Percentage %</u> <u>Share in total</u> <u>Common Elements</u>	<u>Percentage %</u> <u>Share in</u> <u>Building</u>	<u>Percentage %</u> <u>Share in</u> <u>Common Expenses</u>
<u>Building 1</u> <u>Units</u>	<u>Condominium</u> <u>Property</u>		
Apt. #101	1.2022	18.8745	1.2238
Apt. #102	1.5098	23.7024	1.4238
Apt. #103	1.5098	23.7024	1.4238
Apt. #104	.9607	15.0830	1.0238
Apt. #105	1.1872	18.6377	1.2238
		<u>100.0000%</u>	
<u>Building 2</u> <u>Units</u>			
Apt. #201	1.2009	14.4250	1.2238
Apt. #202	1.5118	18.1582	1.4238
Apt. #203	1.5105	18.1421	1.4238
Apt. #204	.9636	11.5735	1.0238
Apt. #205	.9634	11.5719	1.0238
Apt. #206	.9771	11.7358	1.0238
Apt. #207	1.1984	14.3935	1.2238
		<u>100.0000%</u>	
<u>Building 3</u> <u>Units</u>			
Apt. #301	1.2216	17.2012	1.2238
Apt. #302	.9828	13.8391	1.0238
Apt. #303	1.2242	17.2394	1.2238
Apt. #304	1.2239	17.2343	1.2238
Apt. #305	1.2266	17.2716	1.2238
Apt. #306	1.2225	17.2144	1.2238
		<u>100.0000%</u>	
<u>Building 4</u> <u>Units</u>			
Apt. #401	1.2229	24.6034	1.2238
Apt. #402	1.2251	24.6472	1.0238
Apt. #403	1.2251	24.6472	1.2238
Apt. #404	1.2975	24.1022	1.2238
		<u>100.0000%</u>	

Building 5 Units	<u>Percentage</u> Share in <u>Common Elements</u>	<u>Percentage</u> % Share in <u>Building</u>	<u>Percentage</u> % Share in <u>Common Expenses</u>
Apt. #501	1.2242	27.6201	1.2238
Apt. #502	.9854	22.2310	1.0238
Apt. #503	.9837	22.1940	1.2238
Apt. #504	1.2391	27.9549	1.2238
		<u>100.0000%</u>	

Building 6 Units			
Apt. #601	1.2245	12.9202	1.2238
Apt. #602	.9793	10.3330	1.0238
Apt. #603	.9810	10.3515	1.0238
Apt. #604	.9810	10.3515	1.0238
Apt. #605	1.5538	10.3944	1.4238
Apt. #606	1.5538	16.3944	1.4238
Apt. #607	.9834	10.3766	1.0238
Apt. #608	1.2205	12.8784	1.2238
		<u>100.0000%</u>	

Building 7 Units			
Apt. #701	1.2217	13.1275	1.2238
Apt. #702	.9607	10.3233	1.0238
Apt. #703	.9607	10.3233	1.0238
Apt. #704	.9607	10.3233	1.0238
Apt. #705	1.5153	16.2823	1.4238
Apt. #706	1.5181	16.3117	1.4238
Apt. #707	.9637	10.3551	1.0238
Apt. #708	1.2056	12.9535	1.2238
		<u>100.0000%</u>	

Building 8 Units			
Apt. #801	.9609	21.2218	1.0238
Apt. #802	1.1801	26.0601	1.2238
Apt. #803	1.1831	26.1265	1.2238
Apt. #804	1.2041	26.5916	1.2238
		<u>100.0000%</u>	

Building 9 Units	<u>Percentage</u> Share in <u>Common Elements</u>	<u>Percentage</u> % Share in <u>Building</u>	<u>Percentage</u> % Share in <u>Common Expenses</u>
Apt. #901	1.2278	12.8730	1.2238
Apt. #902	.9738	10.2099	1.0238
Apt. #903	1.5464	16.2135	1.4238
Apt. #904	1.5459	16.2091	1.4238
Apt. #905	.9835	10.3120	1.0238
Apt. #906	.9835	10.3120	1.0238
Apt. #907	.9839	10.3166	1.0238
Apt. #908	1.2928	13.5539	1.2238
		<u>100.0000%</u>	
Building 10 Units			
Apt. #1001	1.2242	15.1292	1.2238
Apt. #1002	1.2242	15.1049	1.0238
Apt. #1003	.9855	12.1792	1.0238
Apt. #1004	1.2223	15.1049	1.2238
Apt. #1005	.9851	12.1751	1.0238
Apt. #1006	1.2259	15.1494	1.2238
Apt. #1007	1.2265	15.5171	1.2238
		<u>100.0000%</u>	
Building 11 Units			
Apt. #1101	1.2236	25.0180	1.2238
Apt. #1102	1.2225	24.9940	1.2238
Apt. #1103	1.2225	24.9940	1.2238
Apt. #1104	1.2225	24.9940	1.2238
		<u>100.0000%</u>	
Building 12 Units			
Apt. #1201	1.2270	17.2688	1.2238
Apt. #1202	1.2239	17.2247	1.2238
Apt. #1203	1.2236	17.2218	1.2238
Apt. #1204	1.2261	17.2560	1.2238
Apt. #1205	.9826	13.8298	1.0238
Apt. #1206	1.2220	17.1989	1.2238
		<u>100.0000%</u>	
Building 13 Units			
Apt. #1301	1.2238	16.6643	1.2238
Apt. #1302	1.2244	16.6725	1.2238
Apt. #1303	1.2239	16.6645	1.2238
Apt. #1304	1.2239	16.6671	1.2238
Apt. #1305	1.2239	16.6645	1.2238

<u>Apt. #1306</u>	1.2229	<u>16.6671</u>	1.2238
		<u>100.0000%</u>	
<u>Building</u>	<u>Percentage</u>	<u>Percentage %</u>	<u>Percentage %</u>
<u>14 Units</u>	<u>Share in</u>	<u>Share in</u>	<u>Share in</u>
	<u>Common Elements</u>	<u>Building</u>	<u>Common Expenses</u>
<u>Apt. #1401</u>	1.2287	14.4242	1.2238
<u>Apt. #1402</u>	.9874	11.5909	1.0238
<u>Apt. #1403</u>	.9891	11.6105	1.0238
<u>Apt. #1404</u>	1.5511	18.2088	1.4238
<u>Apt. #1405</u>	1.5515	18.2138	1.4238
<u>Apt. #1406</u>	.9857	11.5712	1.0238
<u>Apt. #1407</u>	1.2250	14.3806	1.2238
		<u>100.0000%</u>	
<u>Total for</u>	100.0000%		100.0000%
<u>84 Units:</u>			