

ROTHMOOR ESTATES
CONDOMINIUM ASSOCIATION, INC.

This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A.
1299 Main Street, Suite F
Dunedin, FL 34698-5333

00-012576 JAN-13-2000 12:24 PM
PINELLAS CO BK 10784 PG 654

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51 CTF-ROTHMOOR ESTATES CONDO

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RECORDING 002 PAGES 1 EPG: \$10.50

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CERTIFICATE OF AMENDMENT
TO THE RULES AND REGULATIONS OF
ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC. DEPUTY CLERK

TOTAL: \$10.50
P CHECK AMT. TENDERED: \$10.50
CHANGE: \$.00

WE HEREBY CERTIFY THAT the attached amendment to the Rules and Regulations were approved by the membership at a duly called meeting held 11/22/99.
The Declarations of Condominium were filed in Official Records Book 3661 at Page 103, Book 3801 at Page 298 and Condominium Plat Book 35 at Page 44.

IN WITNESS WHEREOF, we have affixed our hands this 7TH day of JANUARY, 1999 at Pinellas County, Florida.
2000

PAGES 2
ACCT _____
REC 10.50
DR219 _____
DS _____
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FEES _____
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REV _____

TOTAL 11.50
-CK BAL _____
CHG AMT \$1.00

ROTHMOOR ESTATES CONDOMINIUM
ASSOCIATION, INC.

By: Pat DePoole
Pat DePoole, President

Attest: Audrey G. Piotter
Audrey Piotter, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

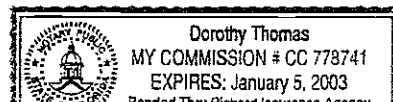
BEFORE ME, the undersigned authority, personally appeared Pat DePoole and Audrey Piotter, to me known to be the President and Secretary, respectively, of Rothmoor Estates Condominium Association, Inc. and they jointly and severally acknowledged before me that they freely and voluntarily executed same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced _____ and _____ (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 7TH day of JANUARY, 2000.

Dorothy Thomas
Notary Public

Printed Name: DOROTHY THOMAS

My commission expires:



**ADOPTED AMENDMENT TO THE RULES AND REGULATIONS
OF
ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.**

RULE 12:

12. The recreation hall is available to all ROTHMOOR residents for communal and limited private use. There are no limitations (other than the normal obligation of good conduct) on ROTHMOOR owners who reserve and utilize the recreational hall for functions involving ROTHMOOR residents and their guests. Any ROTHMOOR owner may also reserve and utilize the recreation hall for a private function which involves non-ROTHMOOR people but only under the following conditions and limitations:

- (a) Reservations for the use of the recreation hall must be filed by a ROTHMOOR owner in writing with the Treasurer of the Association, along with a security deposit of \$25 in cash. If the recreation hall is cleaned and restored to proper order the deposit money will be returned in full to the resident owner.
- (b) The recreation hall may not be reserved when ROTHMOOR functions are scheduled.
- (c) ROTHMOOR owners may reserve the recreation hall for a maximum of two (2) times during a year.
- (d) The ROTHMOOR resident(s) reserving the recreation hall must be present at the reserved function and must accept responsibility for the safety and conduct of all non-ROTHMOOR people attending. If there should be damage beyond the value of the \$25 deposit, the owners reserving the facility shall be financially responsible for required repairs.
- (e) The recreation hall may not be used for any illegal purpose or by any secret society, group, fraternal, partisan political activity or religious activity of a sectarian nature.
- (f) If the recreation hall is reserved for a private party where alcoholic beverages are served, the ROTHMOOR resident(s) hosting the party shall be responsible for the actions of the guests to the extent that they are influenced by the use of the said alcoholic beverages.

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024885 REG 919

NOTICE OF CONDOMINIUM MERGER

By unanimous approval of all owners of condominium units in ROTHMOOR ESTATES CONDOMINIUM NO. ONE and in ROTHMOOR ESTATES CONDOMINIUM NO. TWO, by joinder of all holders of liens or encumbrances pertaining to any unit in either of the two above-referenced condominiums, and by joinder and approval of the ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., which operates and manages the Condominium Property and, prior to merger, owned the recreation area and streets of the Rothmoor Estates condominium complex, a Merger of the two above-referenced condominiums was effectuated by and through a new Declaration of Condominium filed of record July 19, 1979. This Merger created a new single condominium comprised of the two former condominiums. The recreation areas and streets were submitted to the condominium form of ownership, becoming part of the Condominium Property of the merged condominium. The name of the merged condominium is ROTHMOOR ESTATES CONDOMINIUM.

The Declaration of Condominium for ROTHMOOR ESTATES CONDOMINIUM, recorded in O. R. Book 4885, page 2-14-9/18-5-1-1, et. seq., public records of Pinellas County, Florida, fully sets forth the percentage of ownership of each unit in the merged condominium and the percentage share of common expenses of each unit of the merged condominium. Said Declaration created no new units and made no changes in the graphic description and location of units. Each unit retains the same apartment number as in the prior declarations of the former condominiums. It is anticipated that at least the first deed in future conveyances on resale of each unit shall identify the unit not only as a condominium unit within the merged condominium, subject to the condominium documents pertaining to such merged condominium, but also as a condominium unit formerly within one of the two condominiums merged into the single condominium.

The Clerk has been requested to index this Notice of Merger as to both ROTHMOOR ESTATES CONDOMINIUM NO. ONE and ROTHMOOR ESTATES CONDOMINIUM NO. TWO. The Declaration of Condominium for

Held for: Tom R Moore

ROTHMOOR ESTATES CONDOMINIUM has been indexed under the names of each and every unit owner in both former condominiums.

This Notice is made and filed under the authority and direction of the ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.

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



ROTHMOOR ESTATES CONDOMINIUM
ASSOCIATION, INC.

Allen J. Emrick
ALLEN J. EMRICK, President

Dorothy J. Elder
DOROTHY ELDER, Secretary

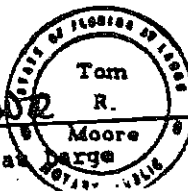
STATE OF FLORIDA)
COUNTY OF PINELLAS) ss.

BEFORE ME, the undersigned authority, personally appeared ALLEN J. EMRICK and DOROTHY ELDER, President and Secretary, respectively, of the ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., to me well known and known to me to be the persons described in and who executed the foregoing Notice of Condominium Merger, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 26th day of

JUNE, A. D. 1979.

Tom R. Moore
Notary Public
State of Florida at Large



My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN 1 1982
RENEWED WITH CERTAIN DEL. 10/20/79

Instrument prepared
by and return to:
TOM R. MOORE, Esq.
305-A So. Osceola Ave.
Clearwater, Fl. 33516
(813) 447-2087

FEB 13, 1996 9:58AM

PINELLAS COUNTY FLA.
OFF. REC. BK 9246 PG 1132

Prepared By and Return To:
Leonard J. Mankin, P.A.
28050 U.S. 19 N., Suite 100
Clearwater, FL 34621

CERTIFICATE OF AMENDMENT TO

THE DECLARATION OF CONDOMINIUM AND

RULES AND REGULATIONS FOR

ROTHMOOR ESTATES CONDOMINIUM NO. ONE, INC.

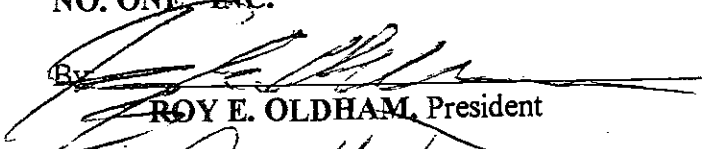
ORDEN 950
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NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on the 31st day of January, 1996, by a vote of not less than seventy-five (75%) percent of the membership and after the adoption of a Resolution by the Board of Directors proposing said amendments to the Declaration of Condominium and Rules and Regulations for Rothmoor Estates Condominium No. One, Inc., as originally recorded in O.R. Book 4885 Page 845-920, et seq., and as amended, in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

1. The Declaration of Condominium of Rothmoor Estates Condominium No. One, Inc., is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium."

2. The Rules and Regulations of Rothmoor Estates Condominium No. One, Inc., are hereby amended in accordance with Exhibit "B" attached hereto and entitled "Schedule of Amendments to the Rules and Regulations."

IN WITNESS WHEREOF, Rothmoor Estates Condominium No. One, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 7 day of February, 1996.

ROTHMOOR ESTATES CONDOMINIUM
NO. ONE, INC.

By: 
ROY E. OLDHAM, President

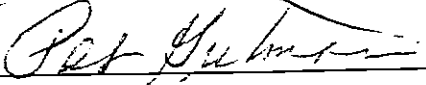
Attest: 
PAT GUTMAN, Secretary

Exhibit "A"

SCHEDULE OF AMENDMENTS
TO THE DECLARATION OF CONDOMINIUM FOR
ROTHMOOR ESTATES CONDOMINIUM NO. ONE, INC.

The portions of this Amendment which are stricken through with a line, i.e. line are to be deleted. The portions of this Amendment which are underlined constitute new words to be inserted into the paragraph.

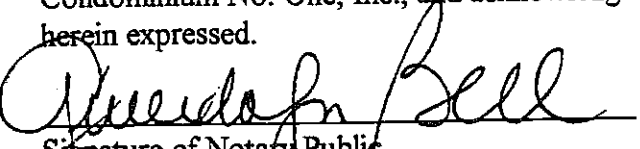
1. The first paragraph of Article 8 is amended to read as follows and all other aspects of the remaining paragraphs of Article 8 shall remain the same:

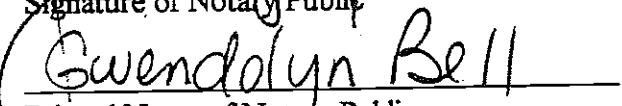
8. PERCENTAGES OF OWNERSHIP AND OF SHARES IN COMMON EXPENSES.

The Owner of each 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 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 this paragraph: except for the common expense of basic cable television service which shall be shared equally on a per capita basis by the unit owners receiving cable television service.

STATE OF FLORIDA
COUNTY OF PINELLAS

Subscribed and sworn to this 7 day of February, 1996, personally appeared **ROY E. OLDHAM**, ☒ who is personally known to me or ☐ who produced a driver's license as identification and by **PAT GUTMAN**, ☒ who is personally known to me or ☐ who produced a driver's license as identification, being the President and Secretary of Rothmoor Estates Condominium No. One, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.


Signature of Notary Public


Printed Name of Notary Public

My commission expires:

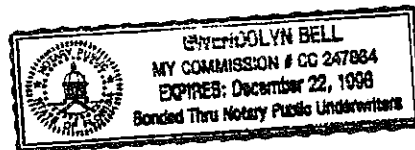


Exhibit "B"

SCHEDULE OF AMENDMENTS
TO THE RULES AND REGULATIONS FOR
ROTHMOOR ESTATES CONDOMINIUM NO. ONE, INC.

The portions of this Amendment which are stricken through with a line, i.e. line are to be deleted. The portions of this Amendment which are underlined constitute new words to be inserted into the paragraph.

1. Section 4 is amended to read as follows:

"4. ~~A common antenna has been provided for each building. No individual exterior antennas, or aerals, satellite dishes or similar devices, whether for television or radio, will be installed or otherwise permitted. No individual will attempt to modify or otherwise interfere with the common antenna, and any question of its correct operation should be reported to the Service Manager for its attention.~~

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01 CTF-ROTHMOOR ESTATES			
RECORDING	1	\$19.50	
TOTAL:		\$19.50	
CHECK AMT. TENDERED:		\$19.50	
CHANGE:		\$0.00	

INST # 93-353544
DEC 7, 1993 10:20AM

PINELLAS COUNTY FLA.
OFF. REC. BK 8493 PG 1731

Certificate of Amendment
for the Declaration of Condominium and Bylaws of
Rothmoor Estates, Condominium

NOTICE IS HEREBY GIVEN THAT at a duly called meeting of the members on November 17, 1993, by a vote required by the Declaration of Condominium and Bylaws was adopted, the Declaration of Condominium and Bylaws of Rothmoor Estates, Condominium as recorded in Official Records of Book 4885 pages 845-920 of the Public Records of Pinellas County, Florida, be, and the same are hereby amended as follows:

1. The Declaration of Condominium of Rothmoor Estates, Condominium is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule Amendments to Declaration of Condominium."

2. The Bylaws of Rothmoor Estates, Condominium are hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to Bylaws."

RECORDING IN WITNESS WHEREOF, we have affixed ~~or~~ hands this 6 day of December, 1993, at Pinellas County, Florida.

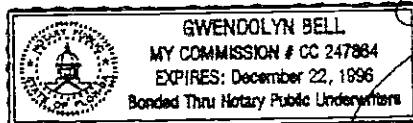
Rothmoor Estates, Condominium

By: Theraput J. Thomas
President

Attest: Judith C. Piattler
Secretary

State of Florida
County of Pinellas

On this 6th day of December, 1993, appeared the President and Secretary and acknowledged the execution of this instrument for the purposes herein expressed.



Gwendolyn Bell
Gwendolyn Bell
Notary Public
Commission Expires:

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

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: AS

79119614

DECLARATION OF CONDOMINIUM
ROTHMOOR ESTATES CONDOMINIUM

JUL 19 3 38 PM '79

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 Declaration amends two previously filed declarations of condominium pertaining to this condominium complex and submits additional lands to condominium ownership.

1.1 Prior Declarations. The single condominium created by this Declaration combines lands previously submitted to condominium ownership in two declarations of condominium filed in the public records of Pinellas County, Florida, appearing in Official Records book 3661, page 103, et. seq., and Official Records book 3801, page 298, et. seq. Other than as expressly and specifically incorporated by reference in this Declaration, these two previous declarations, together with all exhibits thereto, stand repealed.

1.2 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 were terminated and the real estate and improvements subject to the recreation leases were purchased by the Association. 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 the 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 to the lands submitted to condominium ownership.

2. PROPERTY PLACED IN CONDOMINIUM OWNERSHIP. The following described property, hereinafter 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 declarations referred to in paragraph 1 above are re-submitted to the condominium form of ownership by this Declaration. In addition thereto, the recreation areas and streets, purchased by the condominium Association, are also submitted to the condominium form of ownership.

(Condominium Plans pertaining hereto are recorded in Condominium Plat Book 35, pages 44.)

This instrument prepared by and please return to:
TON R. MOORE, Esquire, 305-A South Osceola Avenue
Clearwater, Florida 33516

<u>Building 7</u>	<u>% in total Condominium Property</u>	<u>% share in Building</u>	<u>% share in Common Expenses & Common Surplus</u>
Apt. 0701	1.2317	13.1278	1.2238
Apt. 0702	.9607	10.3233	1.0238
Apt. 0703	.9607	10.3233	1.0238
Apt. 0704	.9607	10.3233	1.0238
Apt. 0705	1.5153	16.2023	1.4238
Apt. 0706	1.5181	16.3117	1.4238
Apt. 0707	.9637	10.3551	1.0238
Apt. 0708	1.2056	12.9535	1.2238
		<u>100.0</u>	

<u>Building 8</u>			
Apt. 0801	.9609	21.2218	1.0238
Apt. 0802	1.1801	26.0601	1.2238
Apt. 0803	1.1831	26.1265	1.2238
Apt. 0804	1.2041	26.5916	1.2238
		<u>100.0</u>	

<u>Building 9</u>			
Apt. 0901	1.2278	12.8730	1.2238
Apt. 0902	.9738	10.2099	1.0238
Apt. 0903	1.5464	16.2135	1.4238
Apt. 0904	1.5459	16.2091	1.4238
Apt. 0905	.9835	10.3120	1.0238
Apt. 0906	.9835	10.3120	1.0238
Apt. 0907	.9839	10.3166	1.0238
Apt. 0908	1.2928	13.5539	1.2238
		<u>100.0</u>	

<u>Building 10</u>			
Apt. 01001	1.2242	15.1292	1.2238
Apt. 01002	1.2223	15.1049	1.2238
Apt. 01003	.9855	12.1794	1.0238
Apt. 01004	1.2223	15.1049	1.2238
Apt. 01005	.9851	12.1751	1.0238
Apt. 01006	1.2259	15.1494	1.2238
Apt. 01007	1.2265	15.5171	1.2238
		<u>100.0</u>	

<u>Building 11</u>			
Apt. 01101	1.2236	25.0180	1.2238
Apt. 01102	1.2225	24.9940	1.2238
Apt. 01103	1.2225	24.9940	1.2238
Apt. 01104	1.2225	24.9940	1.2238
		<u>100.0</u>	

<u>Building 12</u>			
Apt. 01201	1.2270	17.2688	1.2238
Apt. 01202	1.2239	17.2247	1.2238
Apt. 01203	1.2236	17.2218	1.2238
Apt. 01204	1.2261	17.2560	1.2238
Apt. 01205	.9826	13.8298	1.0238
Apt. 01206	1.2220	17.1989	1.2238
		<u>100.0</u>	

<u>Building 13</u>			
Apt. 01301	1.2238	16.6643	1.2238
Apt. 01302	1.2244	16.6725	1.2238
Apt. 01303	1.2239	16.6645	1.2238
Apt. 01304	1.2239	16.6671	1.2238
Apt. 01305	1.2239	16.6645	1.2238
Apt. 01306	1.2239	16.6671	1.2238
		<u>100.0</u>	

01.6885 MK 849

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:

	% in total Condominium Property	% share in Building	% share in Common Expenses & Common Surplus
<u>Building 1</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
		100.0	
<u>Building 2</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
		100.0	
<u>Building 3</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
		100.0	
<u>Building 4</u>			
Apt. #401	1.2229	24.6034	1.2238
Apt. #402	1.2251	24.6472	1.2238
Apt. #403	1.2251	24.6472	1.2238
Apt. #404	1.2975	26.1022	1.2238
		100.0	
<u>Building 5</u>			
Apt. #501	1.2242	27.6201	1.2238
Apt. #502	.9854	22.2310	1.0238
Apt. #503	.9837	22.1940	1.0238
Apt. #504	1.2391	27.9549	1.2238
		100.0	
<u>Building 6</u>			
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	16.3944	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
		100.0	

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 14 residential buildings containing 84 apartments and a recreational building.

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

4. NAME OF CONDOMINIUM ASSOCIATION. The name of the Condominium Association is ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and hereinafter referred to as the "Association." The operation of the Condominium Property shall be governed by the Articles of Incorporation and the By-Laws of the Association, attached hereto as Exhibits B and C, and by the provisions set forth in this Declaration.

5. DEFINITIONS. The terms used herein shall have the meanings stated in the Condominium Act and as follows:

5.1 Apartment means unit as defined by the Condominium Act, and Apartment should be construed as Condominium Parcel whenever the context so implies.

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

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

5.4 Owner. A person or entity owning an Apartment.

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

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

5.7 Common Expense. Common Expenses shall include:

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

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

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.

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 prior 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 hereof.

6.2 Improvements. Improvements upon the land include the following:

A. Apartment Buildings. The Condominium Property includes fourteen (14) apartment buildings containing eighty-four (84) total 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 Apartment Boundaries. Each Apartment shall include that part of the building containing the Apartment that lies within the following boundaries:

A. Upper and Lower Boundaries. The upper and lower boundaries of an Apartment shall be the following boundaries extended to an intersection with the perimetrical 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 Apartment shall be the vertical planes of the undecorated finished interior of the walls bounding the Apartment extended to intersections with each other and with the upper and lower boundaries.

6.4 Amendment of Plans.

Alteration of Apartment Plans. The Association has the right to approve changes in the interior design and arrangement of any Apartment, and to alter the boundaries between Apartments, so long as all owners of affected Apartments approve such change. No such change shall increase the number of Apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, Apartment Owners and owners of mortgages in the manner elsewhere provided herein. If more than one (1) Apartment is concerned, the Association shall reapportion between the 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.

6.8 Easements are reserved through the Condominium Property as required for utility services in order to serve the respective Owners; provided, however, such easements through 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 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 declarations. The first sheet of Exhibit D shows the location of buildings within the Condominium 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 of 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 amended 2/96 attached

8. PERCENTAGES OF OWNERSHIP AND OF SHARES IN COMMON EXPENSES. The Owner of each 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 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 this paragraph.

By unanimous agreement of the Owners, as evidenced by their signatures hereto, the percentages of ownership in the 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 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 declarations and their exhibits, together with actual practices to this date in the administration of the Condominiums, established categories of 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 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

<u>Building 14</u>	<u>% in total Condominium Property</u>	<u>% share in Building</u>	<u>% share in Common Expenses & Common Surplus</u>
Apt. #1401	1.2287	14.4242	1.2238
Apt. #1402	.9874	11.5909	1.0238
Apt. #1403	.9891	11.6105	1.0238
Apt. #1404	1.5511	18.2088	1.4238
Apt. #1405	1.5515	18.2138	1.4238
Apt. #1406	.9857	11.5712	1.0238
Apt. #1407	1.2250	14.3806	1.2238
		<u>100.0</u>	
TOTAL FOR 84 UNITS:	<u>100.0</u>		<u>100.0</u>

9. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof shall be as follows:

9.1 Apartments.

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

(1) All portions of 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 all conduits, ducts, plumbing, 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; and all such facilities contained within an Apartment which service part or parts of the Condominium Property other than the 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 Apartment Owner. The responsibility of the Owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his Apartment except the portions to be maintained, repaired and replaced by the Association, including all screens and glass, kitchen equipment, and all air flow ducts, heating and air conditioning equipment, whether contained inside or outside of an Apartment, hot water heater, carpeting, and any other contents of the Apartment, including all non-supporting walls and partitions.

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

C. Alteration and Improvement. Neither an Owner nor the Association shall make any alterations in the portions of 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 approval in writing of Owners of all Apartments in that building and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State shall be filed with the Association.

9.2 Common Elements.

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

B. Alteration and Improvement. There shall be no alteration or further improvements of common elements 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 elements may be made if the approval in writing of not less than 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. 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, replacement or reconstruction made to the common elements caused by casualty. Any increase in the common expenses caused by alterations or improvements as contemplated by this paragraph shall be borne by all Owners.

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 share in the common elements which are appurtenant to the Apartments owned by him, as set forth above in Paragraph 8.

amended 12/93 attached
10.2 Interest; 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, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten per cent (10%) per annum from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due.

10.3 Lien for Assessments. 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.

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

10.3 Continuation of Distinction between Percentage of Ownership and Share of Common Expenses. At the inception of this Condominium, service contracts and leases were entered into. In each of these instruments the obligations for payment were divided on a per-apartment basis and the specific amount made allocable to each apartment as set forth by apartment number. This policy of variation from the percentages of ownership set forth in the prior declarations is expressly continued in this new Declaration and expressly reaffirmed 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 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 an Apartment 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 the 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 Apartment owned by them.

11.4 Designation of Voting Representatives. If an Apartment is owned by one (1) person, his right to vote shall be established by the record title to his Apartment. If an Apartment is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the Apartment shall be designated by a certificate signed by all of the record Owners of the Apartment and filed with the Association; provided, however, that the spouse of the designated person may vote for the Apartment in the absence of the designated person. If an Apartment is owned by a corporation, trust, or association, the person entitled to cast the vote for the 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 Apartment concerned is properly completed. A certificate designating the person entitled to cast the vote of an Apartment may be revoked by the Owner thereof at any time. If a certificate is not filed for a particular Apartment, then that 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 Apartment.

12. TAXES. Real property taxes shall be assessed and collected on each 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 Apartments. Each of the Apartments shall be occupied only by a single family, and guests, as a residence and for no other purpose. No 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 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 Apartment Owner shall permit any use of his 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.

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 Apartments.

13.4 Lawful Use. No immoral, improper, offensive 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 Leasing. After approval by the Tenant Owner Committee elsewhere required, entire Apartments may be rented provided the occupancy is only by the Lessee and his family or guests. No rooms may be rented except as part of the leasing of an entire Apartment, and no leasehold of less than three months shall be permitted. The occupancy of a leased Apartment is limited to normal residential usage.

13.6 Regulations. Rules and regulations concerning the use of the Condominium Property have been and will be promulgated by the 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 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.

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 the Committee shall be deemed to have approved the transfer.

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

A. Sale. 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 ten (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 hereinabove:

(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.

B. Lease. 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.

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 hereinabove-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 or 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 where 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 subparagraph 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 disapprovals by the Committee of any sale, the provisions of subparagraph 14.3 shall thereafter apply.

14.6 Procedure in Case of Death. The following procedure shall apply in the event of 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.

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.

14.8 Restraint upon Separation and Partition. Any transfer of an Apartment shall include all elements thereof as aforescribed 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 his Association membership.

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 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 certificate 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 service 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 service 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.

15. INSURANCE. The insurance other than title insurance which shall be carried upon the Condominium Property and the property of the 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 Apartment Owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgage endorsements thereon which shall be deposited with the hereinafter-designated Insurance Trustee. Apartment Owners may obtain insurance coverage at their own expense upon their own personal property, and for the contents and portions of the Apartment for which they are responsible, and for their personal liability and living expense.

15.2 COVERAGE.

A. Casualty. 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. 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 Apartment Owners as a group to 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 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 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 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 Apartments Only. Proceeds held by said Trustee due to damage to the Apartments only (this would be within the 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 an Apartment, the share of the 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 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 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 an Apartment, and for the Association, and may be enforced by either of said entities.

D. Certificate. In making distribution to 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 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 Building. Damage to the Apartment building would necessarily include damage to portions of the common elements as well as to the Apartment.

(1) Partial Destruction. If the damaged improvement is the Apartment building, and if any Apartment in 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 buildings, and if none of the Apartments in a particular affected building 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 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 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 building, by the Owners of all damaged Apartments therein which approvals shall not be unreasonably withheld.

16.3 Responsibility for Damage to Apartment. If the damage is only to those parts of one (1) Apartment 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, the proceeds of insurance held by the Insurance Trustee shall be delivered to the Owner and 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, and its contents.

16.4 Estimate of Costs. Immediately after a determination to 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 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 Apartments, 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 shall bear the cost of all decorations to said Apartment, and the balance of the repairs to the Apartment 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 funds collected by the Association from assessments against Apartment Owners, shall be disbursed in payment of such costs in the following manner:

A. Association. If 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 be deposited by the Association 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. 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 construction fund which shall be disbursed in payment of the cost 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 Insurance Trustee to the Owner, or if there is a mortgagee endorsement as to such Apartment, then to the Owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(2) Association - Minor Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of 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 Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be 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 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 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 Association or upon approval of an architect 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 secretary 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; and further provided that when the Association, or 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 named by the Association shall be first obtained by the Association.

16.7 Since this Condominium consists of several separate Apartment buildings, if a shortage of funds for reconstruction as provided for in Paragraph 16.5 shall occur, then only those Owners of Apartments in the affected or damaged building or buildings shall be assessed, and then in accordance with the percentages as shown in Paragraph 8, 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 of any meeting at which a 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 Resolution. A resolution for adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the Members of the Association. Directors and Members not present at the meetings considering the amendment may express their approval or disapproval in writing. Except as elsewhere provided, such approvals must be by not less than seventy-five (75%) per cent of the votes of the Members of the Association, provided the amendment does not increase the number of Apartments, alter the boundaries of the common elements or alter percentages of ownership or shares in common expenses.

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 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 or class or group of Apartments unless the Owners so affected shall consent; and no amendment shall change 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 concerned and all record Owners of mortgages thereon shall join the execution of the amendment. Neither shall an amendment of this Declaration make any change in the section entitled "Insurance" unless the record Owners of all mortgages upon Apartments in the Condominium shall join in the execution of the Amendment.

17.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are 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 16.1(B) (2)) that one or more Apartment 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 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 (75%) per cent of the common elements and of the record Owners of all mortgages upon Apartments in the Condominium owned by a bank, insurance company or Federal savings and loan association, are obtained not 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 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 upon the following terms:

A. Exercise of Option. The option shall be exercised by delivery or mailing by registered mail, to each of the record Owners of the Apartments to be purchased, of an agreement to purchase signed by the record Owners of Apartments who will participate in the purchase. Such agreement shall indicate which Apartments will be purchased by each participating Owner or Owners who

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.

(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.

(3) Gift; Devise or Inheritance; 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.

(4) Failure to 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.

B. Certificate of Approval.

(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 lessor. 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 such notice and information, the Committee must either approve or disapprove the continuance of

amended 3/89 attached 114885 ME 855

14. MAINTENANCE OF COMMUNITY INTEREST. The Association shall maintain to the best of its ability a community of congenial residents in this Condominium, and prospective purchasers of the Apartments shall be screened by the Association with such purpose in view. The purpose of this is to organize and maintain a community of residents who are financially responsible, thus protecting the value of the Apartments. The transfer of Apartments by any Owner shall be subject to the following provisions as long as the Condominium exists and the Apartment buildings in useful condition exist upon the land, which provisions each Apartment 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 or 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.

amended 12/84 attached and 3/89 attached
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 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 unit in this Condominium, upon any transfer of title or interest to such Apartment. The approval or disapproval that is required for the transfer of any such title or interest shall be obtained in the following manner:

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.

(1) Sale. An Apartment Owner intending to make a bona fide sale of his Apartment shall give notice of such

78134535

**ROTHMOOR ESTATES CONDOMINIUMS
NOTICE OF AGREEMENTS FOR
RELEASE FROM LEASES**

All interested persons are hereby furnished Notice of the existence of separate Agreements for Release from Leases for the following units within the Rothmoor Estates Condominium complex:

CONDOMINIUM NO. ONE

203 Mindy Drive
206 Mindy Drive
207 Mindy Drive
705 Mindy Drive
707 Mindy Drive
802 Mindy Court
903 Cara Drive
904 Cara Drive
905 Cara Drive
1404 Cara Drive

CONDOMINIUM NO. TWO

1104 Cara Drive
1201 Cara Drive
1202 Cara Drive

Aug 25 11 07 AM '78
Pinellas County
Clerk of Court

Under the said Agreements, the subject leases are modified as to the amounts due each month from the above-listed units. Further, upon completion of payments of the amounts due to the condominium Association thereunder, the Association will cause the release of the above-listed units from the subject leases, which are recorded in Official Records Book 3661, page 180, and Official Records Book 3801, page 375, Public Records of Pinellas County, Florida.

Until a release is effectuated as to a particular unit, the subject leases remain in full effect as to such unit, including the right to lien and foreclose against the unit for non-payment of the amounts due under the Agreement.

The only unit for which there is neither an Agreement for Release from Lease, nor an executed and recorded Release from Lease is 803 Mindy Court.

DATED this 22nd day of August, A. D. 1978.

ROTHMOOR ESTATES CONDOMINIUM
NO. ONE, INC.

(CORPORATE SEAL)

Julia Harbor
JULIA HARBOE, President

Dorothy M. Johnson
DOROTHY M. JOHNSON, Secretary

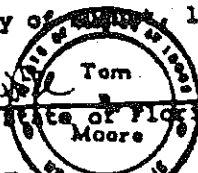
STATE OF FLORIDA)
COUNTY OF PINELLAS) ss.

I HEREBY CERTIFY that on this day before me, the undersigned authority, an officer duly authorized in this State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JULIA HARBOE and DOROTHY M. JOHNSON, as President and Secretary, respectively, of ROTHMOOR ESTATES CONDOMINIUM NO. ONE, INC., to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed same.

WITNESS my hand and seal this 22nd day of August, 1978.

Tom R Moore
305A S Cassel Ave
Clearwater, FL 33516

Notary Public, State of Florida
at Large.



405 Cara Court • Largo, Florida 33541

84265359

CERTIFICATE OF AMENDMENT

0.2.5902 AG-1365

TO

DECLARATION OF CONDOMINIUM

OF

ROTHMOOR ESTATES CONDOMINIUM

14 14666978 72

40

TOTAL

1. 24DC

5.00

5.00 CHK

NOTICE IS HEREBY GIVEN, that the Declaration of Condominium of ROTHMOOR ESTATES CONDOMINIUM, as recorded in Official Records Book 3661 at Pages 103-127, public records of Pinellas County, Florida, is hereby amended as follows:

Paragraph 14.2 of the Declaration of Condominium shall now read as follows:

" 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 unit in this Condominium, upon any transfer of title or interest to such Apartment. The approval or disapproval that is required for the transfer of any such title or interest shall be obtained in the following manner:" (the remainder is unchanged.)

By-Laws, Paragraph 3, Section B (1) shall now read as follows:

" 3.B(1) Election of Directors shall be held at the Annual Members' Meeting, and said elected directors shall take office on January 1st following their election."

WE, the undersigned, ELLSWORTH R. RESSEGGER, President and MARGARET G. MUNSON, Secretary of ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., a Florida corporation.

RETURN TO: ROTHMOOR ESTATES CONDOMINIUM ASSN., INC.
405 Cara Court
Largo, FL 33541

Dec 26 6 02 PM '84

89061012

086954PG1491

MARLEEN
CLERK OF CIRCUIT COURT
PINELLAS COUNTY

MAR 13 PM 4:00

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM

ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.

WHEREAS, at a duly held General Meeting of Rothmoor Estates
Condominium Association, Inc. on March 2, 1989, the attached Amendments
to the Declaration of Condominium were voted and passed by at least a
majority vote of the General Membership, I hereby request that these Amendments
be duly recorded and become a permanent part of the Declaration of
Condominium of Rothmoor Estates Condominium Association, Inc.

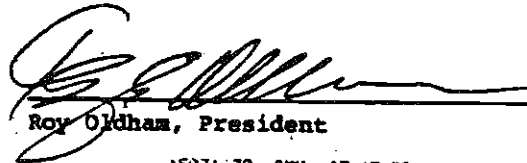
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ADDED
7.50

9.50

att

STATE OF FLORIDA
COUNTY OF PINELLAS


Roy Oldham, President

1507422 RMW 03-11-89	16:08:2
01	
RECORDING	1 \$19.5
TOTAL:	\$19.5
CHECK AMT. TENDERED:	\$19.5
CHANGE:	\$0.0

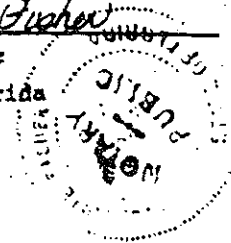
before me this personally appeared Roy Oldham who, being
legally sworn, deposes and says that the aforementioned information to be
true and correct to the best of his knowledge.

born to and subscribed before me this 13 day of March A.D. 1989.

commission expires:

Notary Public, State of Florida at Large
Commission Expires AUG. 3, 1990

Penmarie Fisher
Notary Public
State of Florida



Rebecca Saeven
6399- 142nd Ave N.
Ste 116- Clear Lake
34620

EXHIBIT A

SCHEDULE OF AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

APPROVED AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF ROTHMOOR ESTATES, CONDOMINIUM

Article 10.2

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 a late charge, but all sums not paid on or before ten (10) days after the date when due will be subject to a late charge not to exceed the maximum allowable by state law. All payments on account shall be first applied to late charges and then to the assessment payment first due.

SCHEDULE OF AMENDMENTS TO THE BYLAWS

APPROVED AMENDMENTS TO THE BY-LAWS OF
ROTHMOOR ESTATES, CONDOMINIUM

Article 3 section B (2)

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

Article 3 section C

C. The term of each director's service shall extend until December 31 of the same year when his duly elected and qualified successor takes office or until he is removed in a manner elsewhere provided.

Article 7 section A items (1), (2), and (3)

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

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

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

To: All Rothmoor Unit Owners

From: The Board of Directors

Re: Amendments to the Declaration of Condominium and Bylaws

Attached to this letter is a Certificate of Amendment which was filed in the Pinellas County Courthouse along with the amendments to the Declaration of Condominium and Bylaws which were adopted at the annual owners meeting on November 17, 1993. These amendments should be filed with your copy of the Declaration of Condominium as they are now a legal part of that document which must be given to new owners should you sell your unit.

At the meeting of the Board of Directors on December 3, 1993 a policy was adopted to impose a \$25 fee for payments that are overdue. This is in accordance with the amended Article 10.2 of the Declaration of Condominium.

OR6954PG1492

Condominium Plat Book 35, page 44.

Declaration of Condominium, Rothmoor Estates Condominium Association, Inc.

Page 10, 13.1 Apartments. Each of the 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. No apartment may be sub-divided into a smaller unit, not any portion thereof sold or otherwise transferred.

Page 11, 14. MAINTENANCE OF COMMUNITY INTEREST. The Association shall maintain to the best of its ability a community of congenial older persons residents in this Condominium, and prospective purchasers of the Apartments shall be screened by the Association with such purpose in view.

Page 11, 14.2 Procedure for Approval or Disapproval of Transfer. The approval or disapproval required hereunder shall be made by the Tenant Owners 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.

OR6954PG1493

BY-LAWS

ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.

Page 6. 4. Power and Duties of the Board of Directors.

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

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

EXHIBIT "C"

O.R. 3801
Page 401

Rules and Regulations, Rothmoor Estates Condominium Association, Inc.

4. A common Antenna has been provided for each building. No individual exterior or aeriaks, whether for television or radio, will be installed or otherwise permitted. No individual will attempt to modify or otherwise interfere with the common antenna, and any question of its correct operation should be reported to the Service Manager for its attention. ~~A common washer and dryer room has also been made available for all residents, and those persons using the same should see to it that the appliances and the premises in which they are located are maintained in a clean and orderly condition. In the event either of said machines should fail to operate, public notice of same should be placed on the machine and the Management Contractor advised.~~

O.R. 3801
Page 402

Rules and Regulations

8. Recreation area and pool restrictions:

- (a) The swimming pool will be closed daily at 9:30 pm hours will be 8 am - 10 pm.
- (d) Food and glass containers must be kept away from pool decks and must not be taken into the pool. No alcoholic beverages allowed in pool area. Soft drinks allowed in pool area must be in plastic or aluminum containers. No food in pool area except in planned, organized parties by Rothmoor Social Club.
- (f) Children under 16 will not be allowed in the pool and recreation areas unless accompanied by a resident host who shall be responsible for the children at all times.
- (g) Men must wear shirts in recreation areas and common areas at all times except in the swimming pool area. Pool is to be vacated when pool is being serviced.

Change to the
DECLARATION OF CONDOMINIUM
OF
ROTHMOOR ESTATES CONDOMINIUM, INC.

PINELLAS COUNTY FLA.
OFF.REC.BK 9938 PG 97

Ratified November 19, 1997

Delete paragraph 19.2

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

Apartment #203	Apartment#903
Apartment #207	Apartment#904
Apartment #705	Apartment#905
Apartment #707	Apartment#1104
Apartment #802	Apartment#1201
Apartment #803	Apartment#1202

INST # 97-360537
DEC 17, 1997 6:32PM

PINELLAS COUNTY FLA.
OFF REC-BK 9938 PG 964

PREPARED BY AND RETURN TO:
Leonard J. Mankin, P.A.
28050 U.S. 19 N., Suite 100
Clearwater, FL 33761

38075109, DATE 12-17-1997 14:42:52

01 DCL-ROTHMOOR
RECORDING

511.70

FROM: 412.00

CHECK AMT. TENDERED:
FUND:

511.70
412.00

CERTIFICATE OF AMENDMENT TO

DECLARATION OF CONDOMINIUM FOR

ROTHMOOR ESTATES CONDOMINIUM

NOTICE IS HEREBY GIVEN that in accordance with Article 17, at
a duly called meeting and by written agreement of the members on
the 29th day of April, 1997, by a vote of one hundred (100%)
percent of the membership and one hundred (100%) percent of all
record mortgage holders, after the unanimous adoption of a
Resolution by the Board of Directors proposing said amendments to
the Declaration of Condominium for ROTHMOOR ESTATES CONDOMINIUM as
originally recorded in O.R. Book 4885 Page 845, et seq., and as it
has been amended, in the Public Records of Pinellas County,
Florida, be, and the same is hereby amended in accordance with the
Schedule of Amendments attached as Exhibit "A" and incorporated
herein by reference.

IN WITNESS WHEREOF, Rothmoor Estates Condominium Association,
Inc., has caused this Certificate of Amendment to be executed in
accordance with the authority hereinabove expressed this 15th day
of December, 1997.

(CORPORATE SEAL)

ROTHMOOR ESTATES CONDOMINIUM
ASSOCIATION, INC.

By:

ROY E. OLDHAM, President

ATTEST:

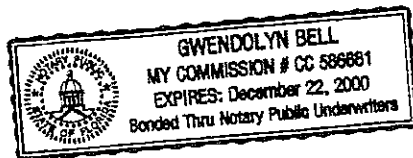
Judith C. Piotter
JUDITH C. PIOTTER, Secretary

in Condominium Plat Book 35, Page 44.

ORDING
7.50

STATE OF FLORIDA
COUNTY OF PINELLAS

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



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

Changes to the
DECLARATION OF CONDOMINIUM
OF
ROTHMOOR ESTATES CONDOMINIUM, INC.

Ratified April 29, 1997

Add paragraph 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 a portion of the common element described as an area extending 10 feet from the entire back wall of the unit. An enclosure may be placed on this limited common element area under the strict supervision of the Board of Directors as outlined in paragraph 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.

Paragraph 9.1 B list responsibilities of unit owners.
Additions to paragraph 9.1 B (1)

To maintain, repair and replace at his expense all portions of his Apartment except the portions to be maintained, repaired and replaced by the Association, including all screens and glass, kitchen equipment, and all air flow ducts, heating and air conditioning equipment, whether contained inside or outside of an Apartment, hot water heater, carpeting, and any other contents of the Apartment, including all non-supporting walls and partitions, and including any limited common elements appurtenant to the Apartment. Except where noted in paragraph 5.2 A, the cost of repair, maintenance and replacement of limited common elements are the responsibility of the Apartment owner. All such repair, maintenance 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.

Deletions and additions to paragraph 9.1 C

Alteration and Improvement. Neither an Owner nor the Association shall make any alterations in the portions of 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 approval in writing of ~~Owners of all Apartment in that building~~ and the approval of the Board of Directors of the Association. ~~A copy of plans for all such work prepared by an architect licensed to practice in this State shall be filed with the Association.~~

(1) The unit owner shall, in writing, apply to the Association Board of Directors for approval of the planned installation. Accompanying said application shall be a detailed copy of the plans and specifications for 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 licensed and insured contractor.

(2) Use of wood or wood source products is prohibited with the exception of fences.

(3) Proposed installation or construction shall not extend beyond the dimensions described in Paragraph 5.2 A.

(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.

Deletions and additions to paragraph 9.2 B

Alteration and Improvement. There shall be no alteration or further improvements of common element 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 not less than 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. 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 ~~EXPENSES~~ elements caused by casualty. Any increase in the common expenses caused by alterations or improvements as contemplated by this paragraph shall be borne by all Owners. This paragraph does not apply to limited common elements.

Changes to the
DECLARATION OF CONDOMINIUM
OF
ROTHMOOR ESTATES CONDOMINIUM, INC.

Ratified April 29, 1997

Add paragraph 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 a portion of the common element described as an area extending 10 feet from the entire back wall of the unit. An enclosure may be placed on this limited common element area under the strict supervision of the Board of Directors as outlined in paragraph 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.

Paragraph 9.1 B list responsibilities of unit owners.
Additions to paragraph 9.1 B (1)

To maintain, repair and replace at his expense all portions of his Apartment except the portions to be maintained, repaired and replaced by the Association, including all screens and glass, kitchen equipment, and all air flow ducts, heating and air conditioning equipment, whether contained inside or outside of an Apartment, hot water heater, carpeting, and any other contents of the Apartment, including all non-supporting walls and partitions, and including any limited common elements appurtenant to the Apartment. Except where noted in paragraph 5.2 A, the cost of repair, maintenance and replacement of limited common elements are the responsibility of the Apartment owner. All such repair, maintenance 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.

Deletions and additions to paragraph 9.1 C

Alteration and Improvement. Neither an Owner nor the Association shall make any alterations in the portions of 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 approval in writing of ~~Owners of all Apartment in that building~~ and the approval of the Board of Directors of the Association. ~~A copy of plans for all such work prepared by an architect licensed to practice in this State shall be filed with the Association.~~

(1) The unit owner shall, in writing, apply to the Association Board of Directors for approval of the planned installation. Accompanying said application shall be a detailed copy of the plans and specifications for 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 licensed and insured contractor.

(2) Use of wood or wood source products is prohibited with the exception of fences.

(3) Proposed installation or construction shall not extend beyond the dimensions described in Paragraph 5.2 A.

(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.

Deletions and additions to paragraph 9.2 B

Alteration and Improvement. There shall be no alteration or further improvements of common element 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 not less than 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. 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 ~~EXPENSES~~ elements caused by casualty. Any increase in the common expenses caused by alterations or improvements as contemplated by this paragraph shall be borne by all Owners. This paragraph does not apply to limited common elements.

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DECLARATION OF CONDOMINIUM
ROTHMOOR ESTATES CONDOMINIUM

CLERK CIRCUIT COURT

JUN 19 3 34 PM '79

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 Declaration amends two previously filed declarations of condominium pertaining to this condominium complex and submits additional lands to condominium ownership.

1.1 Prior Declarations. The single condominium created by this Declaration combines lands previously submitted to condominium ownership in two declarations of condominium filed in the public records of Pinellas County, Florida, appearing in Official Records book 3661, page 103, et. seq., and Official Records book 3801, page 298, et. seq. Other than as expressly and specifically incorporated by reference in this Declaration, these two previous declarations, together with all exhibits thereto, stand repealed.

1.2 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 were terminated and the real estate and improvements subject to the recreation leases were purchased by the Association. 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 the 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 to the lands submitted to condominium ownership.

2. PROPERTY PLACED IN CONDOMINIUM OWNERSHIP. The following described property, hereinafter 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 declarations referred to in paragraph 1 above are re-submitted to the condominium form of ownership by this Declaration. In addition thereto, the recreation areas and streets, purchased by the condominium Association, are also submitted to the condominium form of ownership.

(Condominium Plats pertaining hereto are recorded in Condominium Plat Book 35, pages 44.)

This instrument prepared by and please return to:
TOM R. MORRE, Esquire, 305-A South Osceola Avenue
Clearwater, Florida 33616

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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 14 residential buildings containing 84 apartments and a recreational building.

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

4. NAME OF CONDOMINIUM ASSOCIATION. The name of the Condominium Association is ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and hereinafter referred to as the "Association." The operation of the Condominium Property shall be governed by the Articles of Incorporation and the By-Laws of the Association, attached hereto as Exhibits B and C, and by the provisions set forth in this Declaration.

5. DEFINITIONS. The terms used herein shall have the meanings stated in the Condominium Act and as follows:

5.1 Apartment means unit as defined by the Condominium Act, and Apartment should be construed as Condominium Parcel whenever the context so implies.

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

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

5.4 Owner. A person or entity owning an Apartment.

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

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

5.7 Common Expense. Common Expenses shall include:

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

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

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.

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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 prior 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 hereof.

6.2 Improvements. Improvements upon the land include the following:

A. Apartment Buildings. The Condominium Property includes fourteen (14) apartment buildings containing eighty-four (84) total 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 Apartment Boundaries. Each Apartment shall include that part of the building containing the Apartment that lies within the following boundaries:

A. Upper and Lower Boundaries. The upper and lower boundaries of an Apartment shall be the following boundaries extended to an intersection with the perimetrical 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 Apartment shall be the vertical planes of the undecorated finished interior of the walls bounding the Apartment extended to intersections with each other and with the upper and lower boundaries.

6.4 Amendment of Plans.

Alteration of Apartment Plans. The Association has the right to approve changes in the interior design and arrangement of any Apartment, and to alter the boundaries between Apartments, so long as all owners of affected Apartments approve such change. No such change shall increase the number of Apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, Apartment Owners and owners of mortgages in the manner elsewhere provided herein. If more than one (1) Apartment is concerned, the Association shall reapportion between the 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.

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6.5 Easements are reserved through the Condominium Property as required for utility services in order to serve the respective Owners; provided, however, such easements through 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 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 declarations. The first sheet of Exhibit D shows the location of buildings within the Condominium 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 of 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 AND OF SHARES IN COMMON EXPENSES. The Owner of each 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 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 this paragraph.

By unanimous agreement of the Owners, as evidenced by their signatures hereto, the percentages of ownership in the 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 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 declarations and their exhibits, together with actual practices to this date in the administration of the Condominiums, established categories of 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 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

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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:

<u>Building 1</u>	<u>% in total Condominium Property</u>	<u>% share in Building</u>	<u>% share in Common Expenses & Common Surplus</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
		100.0	
<u>Building 2</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
		100.0	
<u>Building 3</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
		100.0	
<u>Building 4</u>			
Apt. #401	1.2229	24.6034	1.2238
Apt. #402	1.2251	24.6472	1.2238
Apt. #403	1.2251	24.6472	1.2238
Apt. #404	1.2975	26.1022	1.2238
		100.0	
<u>Building 5</u>			
Apt. #501	1.2242	27.6201	1.2238
Apt. #502	.9854	22.2310	1.0238
Apt. #503	.9837	22.1940	1.0238
Apt. #504	1.2391	27.9549	1.2238
		100.0	
<u>Building 6</u>			
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	16.3944	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
		100.0	

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	% in total Condominium Property	% share in Building	% share in Common Expenses & Common Surplus
<u>Building 7</u>			
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
		100.0	
<u>Building 8</u>			
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
		100.0	
<u>Building 9</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
		100.0	
<u>Building 10</u>			
Apt. #1001	1.2242	15.1292	1.2238
Apt. #1002	1.2223	15.1049	1.2238
Apt. #1003	.9855	12.1794	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
		100.0	
<u>Building 11</u>			
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
		100.0	
<u>Building 12</u>			
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
		100.0	
<u>Building 13</u>			
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
Apt. #1306	1.2239	16.6671	1.2238
		100.0	

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Building 14	% in total Condominium Property	% share in Building	% share in Common Expenses & Common Surplus
Apt. #1401	1.2287	14.4242	1.2238
Apt. #1402	.9874	11.5909	1.0238
Apt. #1403	.9891	11.6105	1.0238
Apt. #1404	1.5511	18.2088	1.4238
Apt. #1405	1.5515	18.2138	1.4238
Apt. #1406	.9857	11.5712	1.0238
Apt. #1407	1.2250	14.3806	1.2238
		100.0	
TOTAL FOR 84 UNITS:	100.0		100.0

9. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof shall be as follows:

9.1 Apartments.

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

(1) All portions of 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 all conduits, ducts, plumbing, 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; and all such facilities contained within an Apartment which service part or parts of the Condominium Property other than the 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 Apartment Owner. The responsibility of the Owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his Apartment except the portions to be maintained, repaired and replaced by the Association, including all screens and glass, kitchen equipment, and all air flow ducts, heating and air conditioning equipment, whether contained inside or outside of an Apartment, hot water heater, carpeting, and any other contents of the Apartment, including all non-supporting walls and partitions.

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

C. Alteration and Improvement. Neither an Owner nor the Association shall make any alterations in the portions of 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

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maintenance or impair any easement, without first obtaining approval in writing of Owners of all Apartments in that building and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State shall be filed with the Association.

9.2 Common Elements.

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

B. Alteration and Improvement. There shall be no alteration or further improvements of common elements 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 elements may be made if the approval in writing of not less than 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. 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, replacement or reconstruction made to the common elements caused by casualty. Any increase in the common expenses caused by alterations or improvements as contemplated by this paragraph shall be borne by all Owners.

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 share in the common elements which are appurtenant to the Apartments owned by him, as set forth above in Paragraph 8.

10.2 Interest; 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, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten per cent (10%) per annum from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due.

10.3 Lien for Assessments. 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.

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

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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-apartment basis and the specific amount made allocable to each apartment as set forth by apartment number. This policy of variation from the percentages of ownership set forth in the prior 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 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 an Apartment 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 the 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 Apartment owned by them.

11.4 Designation of Voting Representatives. If an Apartment is owned by one (1) person, his right to vote shall be established by the record title to his Apartment. If an Apartment is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the Apartment shall be designated by a certificate signed by all of the record Owners of the Apartment and filed with the Association; provided, however, that the spouse of the designated person may vote for the Apartment in the absence of the designated person. If an Apartment is owned by a corporation, trust, or association, the person entitled to cast the vote for the 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 Apartment concerned is properly completed. A certificate designating the person entitled to cast the vote of an Apartment may be revoked by the Owner thereof at any time. If a certificate is not filed for a particular Apartment, then that 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 Apartment.

12. TAXES. Real property taxes shall be assessed and collected on each 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

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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 Apartments. Each of the Apartments shall be occupied only by a single family, and guests, as a residence and for no other purpose. No 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 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 Apartment Owner shall permit any use of his 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.

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 Apartments.

13.4 Lawful Use. No immoral, improper, offensive 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 Leasing. After approval by the Tenant Owner Committee elsewhere required, entire Apartments may be rented provided the occupancy is only by the Lessee and his family or guests. No rooms may be rented except as part of the leasing of an entire Apartment, and no leasehold of less than three months shall be permitted. The occupancy of a leased Apartment is limited to normal residential usage.

13.6 Regulations. Rules and regulations concerning the use of the Condominium Property have been and will be promulgated by the 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 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.

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14. MAINTENANCE OF COMMUNITY INTEREST. The Association shall maintain to the best of its ability a community of congenial residents in this Condominium, and prospective purchasers of the Apartments shall be screened by the Association with such purpose in view. The purpose of this is to organize and maintain a community of residents who are financially responsible, thus protecting the value of the Apartments. The transfer of Apartments by any Owner shall be subject to the following provisions as long as the Condominium exists and the Apartment buildings in useful condition exist upon the land, which provisions each Apartment 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 or 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 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 unit in this Condominium, upon any transfer of title or interest to such Apartment. The approval or disapproval that is required for the transfer of any such title or interest shall be obtained in the following manner:

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.

(1) Sale. An Apartment Owner intending to make a bona fide sale of his Apartment shall give notice of such

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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.

(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.

(3) Gift; Devise or Inheritance; 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.

(4) Failure to 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.

B. Certificate of Approval.

(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 lessor. 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 such notice and information, the Committee must either approve or disapprove the continuance of

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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 the Committee shall be deemed to have approved the transfer.

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

A. Sale. 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 ten (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 hereinabove:

(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.

B. Lease. 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.

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 hereinabove-described to have the herein-described controls and powers. It is therefore understood and agreed by and between the parties hereto that no

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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 mortgage 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 or 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 where 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 subparagraph 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 disapprovals by the Committee of any sale, the provisions of subparagraph 14.3 shall thereafter apply.

14.6 Procedure in Case of Death. The following procedure shall apply in the event of 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

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shall be reflected on the books of the Association.

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.

14.8 Restraint upon Separation and Partition. Any transfer of an Apartment shall include all elements thereof as aforescribed 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 his Association membership.

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 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 certificate of eviction to the occupant. Should the said tenant Owner or occupant refuse to vacate within

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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 service 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 service 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.

15. **INSURANCE.** The insurance other than title insurance which shall be carried upon the Condominium Property and the property of the 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 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. Apartment Owners may obtain insurance coverage at their own expense upon their own personal property, and for the contents and portions of the Apartment for which they are responsible, and for their personal liability and living expense.

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15.2 Coverage.

A. Casualty. 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. 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 Apartment Owners as a group to 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 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 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 Apartments shall be held for the Owners

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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 Apartments Only. Proceeds held by said Trustee due to damage to the Apartments only (this would be within the 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 an Apartment, the share of the 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 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 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 an Apartment, and for the Association, and may be enforced by either of said entities.

D. Certificate. In making distribution to 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 an Apartment and for each Owner of any other interest in the Condominium Property to adjust all claims

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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 Building. Damage to the Apartment building would necessarily include damage to portions of the common elements as well as to the Apartment.

(1) Partial Destruction. If the damaged improvement is the Apartment building, and if any Apartment in 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 buildings, and if none of the Apartments in a particular affected building 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 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 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 building, by the Owners of all damaged Apartments therein which approvals shall not be unreasonably withheld.

16.3 Responsibility for Damage to Apartment. If the damage is only to those parts of one (1) Apartment 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, the proceeds of insurance held by the Insurance Trustee shall be delivered to the Owner and 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, and its contents.

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16.4 Estimate of Costs. Immediately after a determination to 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 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 Apartments, 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 shall bear the cost of all decorations to said Apartment, and the balance of the repairs to the Apartment 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 funds collected by the Association from assessments against Apartment Owners, shall be disbursed in payment of such costs in the following manner:

A. Association. If 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 be deposited by the Association 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. 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 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 Insurance Trustee to the Owner, or if there is a mortgagee endorsement as to such Apartment, then to the Owner and the mortgagees jointly, who may use such proceeds as they may be advised.

(2) Association - Minor Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of 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 Damages. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed by the Insurance Trustee in

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payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect 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 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 Association or upon approval of an architect 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 secretary 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; and further provided that when the Association, or 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 named by the Association shall be first obtained by the Association.

16.7 Since this Condominium consists of several separate Apartment buildings, if a shortage of funds for reconstruction as provided for in Paragraph 16.5 shall occur, then only those Owners of Apartments in the affected or damaged building or buildings shall be assessed, and then in accordance with the percentages as shown in Paragraph 8, 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 of any meeting at which a 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 Resolution. A resolution for adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the Members of the Association. Directors and Members not present at the meetings considering the amendment may express their approval or disapproval in writing. Except as elsewhere provided, such approvals must be by not less than seventy-five (75%) per cent of the votes of the Members of the Association, provided the amendment does not increase the number of Apartments, alter the boundaries of the common elements or alter percentages of ownership or shares in common expenses.

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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 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 or class or group of Apartments unless the Owners so affected shall consent; and no amendment shall change 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 concerned and all record Owners of mortgages thereon shall join the execution of the amendment. Neither shall an amendment of this Declaration make any change in the section entitled "Insurance" unless the record Owners of all mortgages upon Apartments in the Condominium shall join in the execution of the Amendment.

17.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are 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 16.1(B)(2)) that one or more Apartment 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 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 (75%) per cent of the common elements and of the record Owners of all mortgages upon Apartments in the Condominium owned by a bank, insurance company or Federal savings and loan association, are obtained not 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 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 upon the following terms:

A. Exercise of Option. The option shall be exercised by delivery or mailing by registered mail, to each of the record Owners of the Apartments to be purchased, of an agreement to purchase signed by the record Owners of Apartments who will participate in the purchase. Such agreement shall indicate which Apartments will be purchased by each participating Owner or Owners who

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

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

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

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

18.3 Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts 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 Owners for their shares of common expenses under any management contract executed by the Association. The undivided shares of the Owner shall be the same as the undivided percentage of ownership prior to termination, as set forth in Paragraph 8.

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

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

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

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

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

Apartment #203	Apartment #903
Apartment #207	Apartment #904
Apartment #705	Apartment #905
Apartment #707	Apartment #1104
Apartment #802	Apartment #1201
Apartment #803	Apartment #1202

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

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

21. ARBITRATION.

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

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

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

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

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

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

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

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

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

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

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

22.1 Redemption. In the event proceedings are instituted to foreclose any mortgage on any Apartment, the Association, or any one or more of the Apartment Owners, shall have the right to redeem from the 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.

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

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

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

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

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

23. Miscellaneous.

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

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

23.2 Unpaid Utilities. The Association has the power to have an Owner's electricity, and other utilities, disconnected in the event an Owner refuses to pay his monthly assessment after ten (10) days after he is served notice of default by mail to his last known address or by personal delivery.

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

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

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

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

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

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

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

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Declaration of Condominium.

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

ROTHMOOR ESTATES CONDOMINIUM
ASSOCIATION, INC.

(CORPORATE SEAL)

Allen J. Enrick
President - ALLEN J. ENRICK

Dorothy J. Elder
Attest: Secretary - DOROTHY ELDER

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

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

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

Barbara C. McLean
Witness: Unit #102 - PRICES

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

Allen J. Enrick
Witness: Unit #102 - PRICES

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

George A. Meagher
Witness: Unit #103 - MEAGHER

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

Inez L. Meagher
Witness: Unit #103 - MEAGHER

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

Barbara C. McLean
Witness: Unit #104 - JOHNSON

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

Sandy R. Johnson
Witness: Unit #104 - JOHNSON

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

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

Deceased
Unit #105 - GEORGE B. SEAMAN, Owner

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

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

Barbara C. McLean
Witness: Unit #201 - STEVENS

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

Barbara C. McLean
Witness: Unit #201 - STEVENS

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

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William E. Fitzgerald
Witness: Unit #202 - FITZGERALD

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

Barbara C. McLean
Witness: Unit #202 - FITZGERALD

Sedney R. Janney
Barbara C. McLean
Witness: Unit #203 - WALLACES

Jack Wallace
Unit #203 - JACK WALLACE, Owner

(both witnesses above)

Sedney R. Janney
Barbara C. McLean
Witness: Unit #203 - WALLACE

Gertrude Wallace
Unit #203 - GERTRUDE WALLACE, Owner

Sedney R. Janney
Barbara C. McLean
Witness: Unit #204 - BOONE

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

(both witnesses above)

Barbara C. McLean
William E. Fitzgerald
Witness: Unit #205 - WHEELER

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

Barbara C. McLean
William E. Fitzgerald
Witness: Unit #205 - WHEELER

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

William E. Fitzgerald
Witness: Unit #206 - BAY

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

Barbara C. McLean
Witness: Unit #206 - BAY

Sedney R. Janney
Barbara C. McLean
Witness: Unit #207 - WICKMAN

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

(both witnesses above)

Sedney R. Janney
Barbara C. McLean
Witness: Unit #301 - JOHNSON

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

Barbara C. McLean
Witness: Unit #301 - JOHNSON

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

Sedney R. Janney
Barbara C. McLean
Witness: Unit #302 - QUIGEL

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

Sedney R. Janney
Barbara C. McLean
Witness: Unit #302 - QUIGEL

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

Sedney R. Janney
Barbara C. McLean
Witness: Unit #303 - ULRICH

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

Sedney R. Janney
Barbara C. McLean
Witness: Unit #303 - ULRICH

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

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Sedney R. Jaunow
Barbara C. N. Linn
 Witness: Unit #304 - SCRAMUZZA

Bethel N. Scramuzza
 Unit #304 - BETHEL N. SCRAMUZZA, Owner

(both witnesses above)

Witness: Unit #304 - SCRAMUZZA

Sedney R. Jaunow
Barbara C. N. Linn
 Witness: Unit #305 - LINDQUIST

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

(both witnesses above)

Witness: Unit #305 - LINDQUIST

Sedney R. Jaunow
Barbara C. N. Linn
 Witness: Unit #306 - McMAHON

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

Barbara C. N. Linn
Ernest P. Kallquist
 Witness: Unit #306 - KALLQUIST

Ernest P. Kallquist
 Unit #306 - ERNEST P. KALLQUIST, Owner

Allen J. Emrick
Michael G. Colton
 Witness: Unit #401 - COLTON

Ralph G. Colton
 Unit #401 - RALPH G. COLTON, Owner

Allen J. Emrick
Barbara C. N. Linn
 Witness: Unit #401 - COLTON

Katherine Colton
 Unit #401 - KATHERINE COLTON, Owner

(EARL C. GREEN deceased)

Witness: Unit #402 - GREEN

Sedney R. Jaunow
Barbara C. N. Linn
 Witness: Unit #402 - GREEN

Deceased

Unit #402 - EARL C. GREEN, Owner Deceased

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

Sedney R. Jaunow
Barbara C. N. Linn
 Witness: Unit #403 - ANDREWS

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

(both witnesses above)

Witness: Unit #403 - ANDREWS

separate Joinder attached

Witness: Unit #404 - SIVER

Separate Joinder attached

Unit #404 - CHESTER A. SIVER, Owner

separate Joinder attached

Witness: Unit #404 - SIVER

Sedney R. Jaunow
Barbara C. N. Linn
 Witness: Unit #501 - EMRICK

Separate Joinder attached

Unit #404 - MARGARET R. SIVER, Owner

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

Sedney R. Jaunow
Barbara C. N. Linn
 Witness: Unit #501 - EMRICK

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

Sedney R. Jaunow
Barbara C. N. Linn
 Witness: Unit #502 - WOZNEY

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

(both witnesses above)

Witness: Unit #502 - WOZNEY

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

Anne Kaiser
Unit #503 - ANNE KAISER, Owner

Sigourney R. Janow
Witness: Unit #504 - CONNORS
Barbara C. McLean
Allen Kormanick
Witness: Unit #504 - CONNORS

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

Allen Kormanick
Barbara C. McLean
Witness: Unit #504 - CONNORS

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

Sigourney R. Janow
Witness: Unit #601 - COEN

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

Barbara C. McLean
Witness: Unit #601 - COEN

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

Holland F. Crawford
Unit #602 - HOLLAND F. CRAWFORD, Owner

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

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

Frances Westley
Unit #603 - FRANCES WESTLEY, Owner

(both witnesses above)

Witness: Unit #603 - WESTLEY

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

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

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

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

Barbara C. McLean
Allen Kormanick
Witness: Unit #605 - HENN

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

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

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

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

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

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

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

Barbara C. McLean
Witness: Unit #607 - SIGMUND

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

Sigourney R. Janow
Witness: Unit #607 - SIGMUND

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Sandy R. Janow
Barbara C. McLean
 Witness: Unit #608 - HARBOE

Barbara C. McLean
KEON
 Witness: Unit #608 - HARBOE

Sandy R. Janow
Barbara C. McLean
 Witness: Unit #701 - STEFFEN

Sandy R. Janow
Barbara C. McLean
 Witness: Unit #701 - STEFFEN

Barbara C. McLean
Allen K. Ditsch
 Witness: Unit #702 - DITSCH

Barbara C. McLean
Allen K. Ditsch
 Witness: Unit #702 - DITSCH

Sandy R. Janow
Barbara C. McLean
 Witness: Unit #703 - SLOAN

Sandy R. Janow
Barbara C. McLean
 Witness: Unit #703 - SLOAN

Sandy R. Janow
 Witness: Unit #704 - ONOFREY

Barbara C. McLean
 Witness: Unit #704 - ONOFREY

Sandy R. Janow
Barbara C. McLean
 Witness: Unit #705 - SANDE

Sandy R. Janow
Barbara C. McLean
 Witness: Unit #705 - SANDE

Allen K. Ditsch
Barbara C. McLean
 Witness: Unit #706 - FREDHOLM

Allen K. Ditsch
Barbara C. McLean
 Witness: Unit #706 - FREDHOLM

Sandy R. Janow
Barbara C. McLean
 Witness: Unit #707 - RUSSELL

Sandy R. Janow
Barbara C. McLean
 Witness: Unit #707 - RUSSELL

Sandy R. Janow
Barbara C. McLean
 Witness: Unit #708 - ANDERSEN

Allen K. Ditsch
 Witness: Unit #708 - ANDERSEN

Herbert T. Harboe
 Unit #608 - HERBERT T. HARBOE, Owner

Julia Harboe
 Unit #608 - JULIA HARBOE, Owner

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

Myrtle S. Steffen
 Unit #701 - MYRTLE S. STEFFEN, Owner

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

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

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

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

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

Rex Sande
 Unit #705 - REX SANDE, Owner

Sigmy Z. Sande
 Unit #705 - SIGMY Z. SANDE, Owner

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

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

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

Ole Andersen
 Unit #708 - OLE ANDERSEN, Owner

Agnes Andersen
 Unit #708 - AGNES ANDERSEN, Owner

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

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

(both witnesses above)

Witness: Unit #801 - BOOTH

Wm. Trapani
 Witness: Unit #802 - TRAPANI

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

Barbara C. McLean
 Witness: Unit #802 - TRAPANI

Wm. Trapani
 Witness: Unit #803 - MARRO

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

Barbara C. McLean
 Witness: Unit #804 - SNYDER

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

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

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

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

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

Separate Joinder attached
 Witness: Unit #902 - BLESSING

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

Separate Joinder attached
 Witness: Unit #902 - BLESSING

Separate Joinder attached
 Unit #902 - SALLY BLESSING, Owner

Separate Joinder attached
 Witness: Unit #903 - NEWMAN

Separate Joinder attached
 Unit #903 - SAM NEWMAN, Owner

Separate Joinder attached
 Witness: Unit #903 - NEWMAN

Separate Joinder attached
 Unit #903 - IRENE NEWMAN, Owner

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

Harry Lane
 Unit #904 - HARRY LANE, Owner

Barbara C. McLean
Wm. Trapani
 Witness: Unit #904 - LANE

Ann Lane
 Unit #904 - ANN LANE, Owner

Wm. Trapani
 Witness: Unit #905 - SELLERS

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

Barbara C. McLean
 Witness: Unit #905 - SELLERS

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Barbara C. McLean
Willie Hopper
 Witness: Unit #906 - HOPPER

Barbara C. McLean
Willie Hopper
 Witness: Unit #906 - HOPPER

Barbara C. McLean
Sidney R. Foote
 Witness: Unit #907 - FOOTE

Barbara C. McLean
Sidney R. Foote
 Witness: Unit #907 - FOOTE

Barbara C. McLean
Sidney R. Foote
 Witness: Unit #908 - SCHOLL

Barbara C. McLean
Sidney R. Foote
 Witness: Unit #908 - SCHOLL

Barbara C. McLean
Sidney R. Foote
 Witness: Unit #1001 - GREENWOOD

Margaret Greenwood
 Owner: Unit #1001 - GREENWOOD

Barbara C. McLean
Sidney R. Foote
 Witness: Unit #1002 - JOHNSON

Barbara C. McLean
Sidney R. Foote
 Witness: Unit #1002 - JOHNSON

Barbara C. McLean
Sidney R. Foote
 Witness: Unit #1003 - MAY

Barbara C. McLean
Sidney R. Foote
 Witness: Unit #1003 - MAY

Barbara C. McLean
Sidney R. Foote
 Witness: Unit #1004 - MARX

Barbara C. McLean
Sidney R. Foote
 Witness: Unit #1004 - MARX

Barbara C. McLean
Sidney R. Foote
 Witness: Unit #1005 - HARTWELL

Barbara C. McLean
Sidney R. Foote
 Witness: Unit #1005 - HARTWELL

Barbara C. McLean
Sidney R. Foote
 Witness: Unit #1006 - STEALEY

Barbara C. McLean
Sidney R. Foote
 Witness: Unit #1006 - STEALEY

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

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

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

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

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

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

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

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

Helene E. Johnson
 Unit #1002 - HELENE E. JOHNSON, Owner

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

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

Joseph Marx
 Unit #1004 - JOSEPH MARX, Owner

Florence Marx
 Unit #1004 - FLORENCE MARX, Owner

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

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

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

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

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

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

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

Barbara C. McLean
Witness: Unit #1007 - BURK

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

Walline Boone
Unit #1007 - WALLINE BOONE, Owner

Barbara C. McLean
Witness: Unit #1007 - BOONE

Scanny R. Jansen
Witness: Unit #1101 - MILLER S

John Miller
Unit #1101 - JOHN MILLER, Owner

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

Adeline Miller
Unit #1101 - ADELINE MILLER, Owner

Scanny R. Jansen
Witness: Unit #1102 - LEBOWITZ

Thomas Lebowitz
Unit #1102 - THOMAS LEBOWITZ, Owner

Barbara C. McLean
Witness: Unit #1102 - LEBOWITZ

Edith Lebowitz
Unit #1102 - EDITH LEBOWITZ, Owner

Barbara C. McLean
Witness: Unit #1103 - SKEHAN

Berenice D. Skehan
Unit #1103 - BERENICE D. SKEHAN, Owner

Barbara C. McLean
Witness: Unit #1103 - SKEHAN

Barbara C. McLean
Witness: Unit #1103 - SKEHAN

Barbara C. McLean
Witness: Unit #1104 - PATKIN

Donald E. Patkin
Unit #1104 - DONALD E. PATKIN, Owner

Barbara C. McLean
Witness: Unit #1104 - PATKIN

Barbara C. McLean
Witness: Unit #1104 - PATKIN

Barbara C. McLean
Witness: Unit #1201 - WEEK

Joseph C. Week
Unit #1201 - JOSEPH C. WEEK, Owner

Barbara C. McLean
Witness: Unit #1201 - WEEK

Joseph C. Week
Unit #1201 - JOSEPH C. WEEK, Owner

Barbara C. McLean
Witness: Unit #1201 - WEEK

Joseph C. Week
Unit #1201 - JOSEPH C. WEEK, Owner

Barbara C. McLean
Witness: Unit #1201 - WEEK

Mildred E. Week
Unit #1201 - MILDRED E. WEEK, Owner

Barbara C. McLean
Witness: Unit #1202 - STEINORTH

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

Barbara C. McLean
Witness: Unit #1202 - STEINORTH

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

Barbara C. McLean
Witness: Unit #1202 - STEINORTH

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

Separate Joinder attached
Witness: Unit #1203 - FOSTER

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

Separate Joinder attached
Witness: Unit #1203 - FOSTER

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

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Barbara C. McLean
Sidney R. Janow
 Witness: Unit #1203 - MOORE

Barbara C. McLean
Sidney R. Janow
 Witness: Unit #1203 - MOORE

Barbara C. McLean
 Witness: Unit #1204 - VOGELSANG'S

Sidney R. Janow
 Witness: Unit #1204 - VOGELSANG'S

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

Allen Kornick
 Witness: Unit #1205 - JANOW'S

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

R.P. St. Colley
 Witness: Unit #1206 - HEINS

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

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

Sidney R. Janow
 Witness: Unit #1302 - THORNUST

Barbara C. McLean
 Witness: Unit #1302 - THORNUST

Allen Kornick
 Witness: Unit #1303 - COLLIMAN

Barbara C. McLean
 Witness: Unit #1303 - COLLIMAN

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

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

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

Barbara C. McLean
 Witness: Unit #1305 - TURNER

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

Eileen L. Moore
 Unit #1203 - EILEEN L. MOORE, Owner

William A. Vogelsang
 Unit #1204 - WILLIAM A. VOGELSANG, Owner

Gertrude Vogelsang
 Unit #1204 - GERTRUDE VOGELSANG, Owner

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

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

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

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

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

Dagney I. Thornquist
 Unit #1302 - DAGNEY I. THORNUST, Owner

George W. Colliman
 Unit #1303 - GEORGE W. COLLIMAN, Owner

Abraham Simon
 Unit #1304 - ABRAHAM SIMON, Owner

Cecilia Simon
 Unit #1304 - CECILIA SIMON, Owner

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

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

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Sidney R. Jaum
Barbara C. McLean
 Witness: Unit #1306 - DOERR

Trella L. Doerr
 Unit #1306 - TRELLA L. DOERR, Owner

Witness: Unit #1306 - DOERR

William K. Kirk
 Witness: Unit #1401 - KIRK

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

Barbara C. McLean
 Witness: Unit #1401 - KIRK

Evelyn Greedy
 Witness: Unit #1402 - GREEDY

Bernice Greedy
 Unit #1402 - BERNICE GREEDY, Owner

Barbara C. McLean
 Witness: Unit #1402 - GREEDY

William K. Kirk
Barbara C. McLean
 Witness: Unit #1403 - JONES

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

William K. Kirk
Barbara C. McLean
 Witness: Unit #1403 - JONES

Ella H. Jones
 Unit #1403 - ELLA H. JONES, Owner

Sidney R. Jaum
Barbara C. McLean
 Witness: Unit #1404 - ROSS

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

Sidney R. Jaum
Barbara C. McLean
 Witness: Unit #1404 - ROSS

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

Separate Joinder attached
 Witness: Unit #1405 - COLE

Separate Joinder attached
 Unit #1405 - RICHARD COLE, Owner

Separate Joinder attached
 Witness: Unit #1405 - COLE

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

Margaret Weiss
 Witness: Unit #1406 - WEISS

Margaret Weiss
 Unit #1406 - MARGARET WEISS, Owner

Barbara C. McLean
 Witness: Unit #1406 - WEISS

Sidney R. Jaum
Barbara C. McLean
 Witness: Unit #1407 - HEBERLING

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

Witness: Unit #1407 - HEBERLING

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JOINDER BY UNIT OWNERS

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

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

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

Apartment #1203

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

Robert M. Foster, III
Witness as to the FOSTERS

Nancy M. Foster
NANCY M. FOSTER, Unit Owner

Grandolph R. Cain
Witness as to the FOSTERS

STATE OF OHIO)
COUNTY OF Stark) ss.

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

Margaret L. Rutland
Notary Public

MARGARET L. RUTLAND
Notary Public, Ohio
My Commission Expires Nov. 14, 1980

My Commission Expires:

November 14, 1980

D.R. 4885 PAGE 833

JOINDER BY UNIT OWNERS

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

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

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

Samers, Conn.

Apartment #404

Chester A. Siver
CHESTER A. SIVER, Unit Owner

Carline Jauthin
Witness as to the SIVERS

Margaret R. Siver
MARGARET R. SIVER, Unit Owner

Agnes Flanagan
Witness as to the SIVERS

STATE OF CONNECTICUT)

COUNTY OF Tolland)

ss.

Samers.

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

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

Louis J. Scavotto
Notary Public

My Commission Expires:

4-1-1981

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JOINDER BY UNIT OWNERS

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

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

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

THE BOROUGH OF EMBURY IN THE MUNICIPALITY OF
THE TOWNSHIP OF TORONTO.

Apartment #903

Sam Newman
SAM NEWMAN, Unit Owner

Michael Newman
Witness as to the NEWMANS

Irene Newman
IRENE NEWMAN, Unit Owner

Margaret Newman
Witness as to the NEWMANS

ONTARIO, CANADA)
BOROUGH OF EMBURY) ss.
TOWNSHIP OF TORONTO)
Municipality of Toronto

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

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

Michael Newman
Notary Public

My Commission Expires:
PERMANENT.

O.R. 4885 PAGE 885

JOINDER BY UNIT OWNERS

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

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

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

Apartment #1405

Richard S. Cole
RICHARD COLE, Unit Owner

William Currie
Witness as to the COLES

Marian M. Cole
MARIAN M. COLE, Unit Owner

Snoddy J. Cook
Witness as to the COLES

STATE OF NEW JERSEY)
COUNTY OF Monmouth) ss.

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

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

William Currie
Notary Public

My Commission Expires:

NATHAN MURRIE
NOTARY PUBLIC - JERSEY
MY COMMISSION EXPIRES 06/01/1982
REGISTERED IN 00000000000000000000

D.R. 4885 PAGE 886

JOINDER BY UNIT OWNERS

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

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

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

Apartment #902

Donald E. Blessing
DONALD E. BLESSING, Unit Owner

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

Sally Blessing
SALLY BLESSING, Unit Owner

Elise A. Chazanowski
Witness as to the BLESSINGS
ELISE A. CHAZANOWSKI

STATE OF MICHIGAN)
COUNTY OF OAKLAND ACTING)

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

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

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

Elise A. Chazanowski
Notary Public

My Commission Expires: 8-18-80



O.R. 4885 PAGE 887

JOINDER OF MORTGAGEE

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

Witnesses:

Andrea B. Bunker
Andrea B. Bunker

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

By *Dwight E. McCormick*
Dwight E. McCormick, President

(CORPORATE SEAL)

STATE OF FLORIDA
 COUNTY OF PINELLAS

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

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

Dwight E. McCormick
 Notary Public

My Commission Expires:
 MY COMMISSION EXPIRES DEC. 4 1979
 BONDED THRU GENERAL INS. UNDERWRITERS

O.R. 4885 PAGE 888

JOINDER OF MORTGAGEE

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

ATTEST.

First Federal Savings and
Loan Association of Largo

By: Louise R. Miller
(Title) Louise R. Miller
Assistant Secretary

By: Darwin L. Robart
(Title) Darwin L. Robart
Executive Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared DARWIN L. ROBERT and LOUISE R. MILLER, as the Executive Vice President & Assistant Secretary, respectively, of First Federal Savings and Loan Assn. of Largo, a corporation under the laws of the United States of America, to me well known to be the individuals described in and who executed the above and foregoing Joinder of Mortgagee, and severally acknowledged to and before me that they executed such instrument as such officers of said corporation, and that the affixed seal to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular authority, and that said instrument is the free act and deed of said corporation.

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

Mary R. Reber
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 22 1982
BONDED THRU GENERAL INS. UNDERWRITERS

D.N. 4885 PAGE 889

JOINDER OF MORTGAGEES

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

Edward P. Fredholm
Witness as to the Fredholms

Madeline P. Fredholm
Witness as to the Fredholms

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

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

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

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

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

Louise Kestelbaum
Notary Public
State of Florida at Large

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires March 28, 1982
Bonded thru Jedco Insurance Agency



O.R. 4885 PAGE 800

JOINDER OF MORTGAGEE

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

ATTEST.

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF CLEARWATER

BY: Fannie Mae Burgess
(Title) Assistant Secretary

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

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

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

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

Elaine L. Bergling
Notary Public
State of Florida at Large

My Commission Expires:

My Commission Expires: July 1, 1981



D.R. 4885 PAGE 891

JOINDER OF MORTGAGE

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

ATTEST.

CLEARWATER FEDERAL SAVINGS & LOAN ASSOCIATION

By: Patricia E. Vacca
(Title) Assistant Secretary

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

(CORPORATE SEAL)

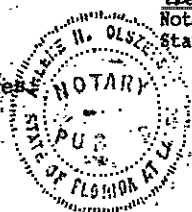
STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

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

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

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 17 1983
BONDED TEN THOUSAND DOLLARS



James H. Olszewski
Notary Public
State of Florida at Large

D.R. 4885 PAGE 892

JOINDER OF MORTGAGEE

FIRST NATIONAL BANK AND TRUST COMPANY

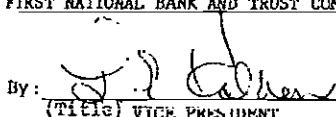
a corporation under the laws of the United States of America, with offices located in Pinellas County, Florida, as a mortgagee holding and owning record interests in one or more condominium units in the Rothmoor Estates condominium complex, joins in the preceding Declaration of Condominium for Rothmoor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

ATTEST.

FIRST NATIONAL BANK AND TRUST COMPANY

By: 

(Title) PRESIDENT

By: 

(Title) VICE PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF PINELLAS

) ss.

BEFORE ME, the undersigned authority, personally appeared

L. EVELYN HOLDREN

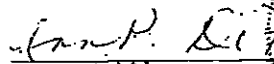
VICE PRESIDENT

FIRST NATIONAL BANK AND TRUST COMPANY

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

WITNESS my hand and official seal, this 10th day

MAY 11, A. D. 1979.


Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 19 1982
BONDED thru GENERAL INS. UNDERWRITERS

O.R. 4885 PAGE 893

LEGAL DESCRIPTION

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

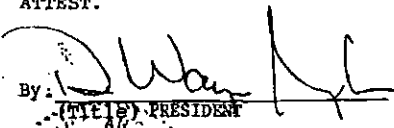
EXHIBIT "A"

O.R. 4885 PAGE 892

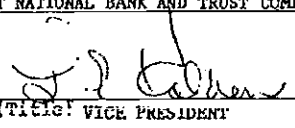
JOINDER OF MORTGAGEEFIRST NATIONAL BANK AND TRUST COMPANY

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

ATTEST.

FIRST NATIONAL BANK AND TRUST COMPANYBy: 

(TITLE) PRESIDENT

By: 

(TITLE) VICE PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA)

) ss.

COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared

L. EVELYN HOLDREN

as the

VICE PRESIDENT

respectively, of

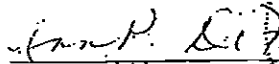
FIRST NATIONAL BANK AND TRUST COMPANY

a corporation

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

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

MAY, A. D. 1979.


 Notary Public
 State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES SEPT. 19 1982
 BONDED BY GENERAL INS. UNDERWRITERS

D.R. 4885 PAGE 892

JOINDER OF MORTGAGEEFIRST NATIONAL BANK AND TRUST COMPANY, a

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

ATTEST.

FIRST NATIONAL BANK AND TRUST COMPANYBy: [Signature]
(Title) PRESIDENTBy: [Signature]
(Title) VICE PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS) ss.

BEFORE ME, the undersigned authority, personally appeared

L. EVELYN HOLDREN, as theVICE PRESIDENT, respectively, ofFIRST NATIONAL BANK AND TRUST COMPANY, a corporation

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

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

MAY, A. D. 1979.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEP. 19 1982
BONDED BY GENERAL INS. UNDERWRITERS

D.R.4885 PAGE 902

AMENDED BY-LAWS

ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.

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

1. Identity and Purpose.

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

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

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

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

C. The seal of the renamed and merged Association shall bear its name, the word "Florida," the words "corporation not for profit," and the year of the renaming of the corporation. An

O.R. 4885 PAGE 903

impression of the seal is as follows:

2. Members' Meetings.

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

B. Special members' meetings shall be held whenever called by the president or vice president or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

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

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

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

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

O.R. 4885 PAGE 904

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

F. A vote may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the secretary before the appointed time of the meeting or any adjournment of the meeting.

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

3. Directors.

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

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

(1) Election of directors shall be held at the annual members' meeting.

D.R.4885 PAGE 905

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

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

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

(5) Any director may be removed by a concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose, and the vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

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

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

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

0A4885 PAGE 006

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

F. Special meetings of the directors may be called by the president and must be called by the secretary at the written request of one-third of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

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

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

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

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

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

024885 int 907

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

4. Power and Duties of the Board of Directors.

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

5. Officers.

A. The executive officers of the Association shall be a president, who shall be a director; a vice president, who shall be a director, a treasurer, a secretary and an assistant secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by a vote of the directors at any meeting. Any person may hold two or more offices except that the president shall not be also the secretary or an assistant secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

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

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

014885 PAGE 908

serving of all notices to the members and to the directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the president. The assistant secretary shall perform the duties of the secretary when the secretary is absent.

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

F. Compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude contracting with a director for the management of the condominium.

6. Fiscal Management.

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

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

- (1) Current expense, which shall include all receipts

DA 4885 PM 908

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

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

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

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

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

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

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

OR 4885 PAGE 910

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

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

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

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

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

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

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

014885 PAGE 911

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

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

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

(11) An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the Audit Report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

(12) The Board of Directors in their discretion may require fidelity bonds from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall not be less than one-half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

004885 PAGE 912

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

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

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

(1) Not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

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

The foregoing were adopted as the Amended By-Laws of ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the membership meeting of the Association on FEBRUARY 26, 1979.

DATE: JULY 3, 1979

Allen Kinnick
President

Dorothy J. Elder
Secretary

OR 4885 REC 913

ROTHMOOR ESTATES CONDOMINIUM

LARGO, PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION

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

SUBMISSION OF LANDS AND IMPROVEMENTS TO CONDOMINIUM FORM OF OWNERSHIP

PARAGRAPHS 1 AND 2 OF THE DECLARATION OF CONDOMINIUM TO WHICH THIS EXHIBIT "D" IS ATTACHED, DESCRIBE THE CONDOMINIUM PROPERTY SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP BY THE DECLARATION AND DETAIL THE HISTORICAL BACKGROUND OF THE MERGER OF THE TWO PREVIOUSLY SEPARATE CONDOMINIUMS INTO ONE SINGLE CONDOMINIUM WHICH INCLUDES RECREATION AREAS AND STREETS AT ONE TIME OWNED AND CONTROLLED BY NON-RESIDENTS OF THE COMPLEX. THE OWNERS AND AFFECTED LENDERS HAVE UNANIMOUSLY JOINED TOGETHER IN THE AFORESAID MERGER, AS EVIDENCED BY THEIR SIGNATURES TO THE DECLARATION.

BY MY SIGNATURE HERETO, I, ALLEN J. EMRICK, PRESIDENT OF THE ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., CERTIFY AS TO ACCURACY OF THE ABOVE STATEMENT PERTAINING TO SUBMISSION OF LANDS AND IMPROVEMENTS TO THE CONDOMINIUM FORM OF OWNERSHIP.

DATED THIS 26th DAY OF JUNE, A. D. 1979, AT LARGO
FLORIDA

Allen J. Emrick
ALLEN J. EMRICK, PRESIDENT
ROTHMOOR ESTATES CONDOMINIUM
ASSOCIATION, INC.

CERTIFICATE OF SURVEYOR

I, WILLIAM C. KEATING, CERTIFY THAT THE SURVEY REFERENCED HEREIN, THE GRAPHIC DESCRIPTION OF THE IMPROVEMENTS BOTH IN WHICH UNITS ARE LOCATED AND IN WHICH UNIT OWNERS HAVE ANY COMMON INTERESTS, AND THE PLOT PLAN THEREOF, SHOWN ON THIS EXHIBIT, TOGETHER WITH THE DECLARATION OF CONDOMINIUM TO WHICH THIS EXHIBIT IS ATTACHED, ARE IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON ELEMENTS AND EACH UNIT AND THEIR RELATIVE LOCATIONS AND APPROXIMATE DIMENSIONS.

THE LEGAL DESCRIPTION OF THE MERGED CONDOMINIUM COMPLEX, AS SET FORTH ABOVE, INCLUDES ALL LANDS AND IMPROVEMENTS SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP BY THE TWO PRIOR DECLARATIONS, AS WELL AS ALL LANDS AND IMPROVEMENTS PREVIOUSLY SUBJECT TO TWO RECREATION LEASES, PURCHASED BY THE CONDOMINIUM ASSOCIATION AND NOW SUBMITTED FOR THE FIRST TIME TO THE CONDOMINIUM FORM OF OWNERSHIP.

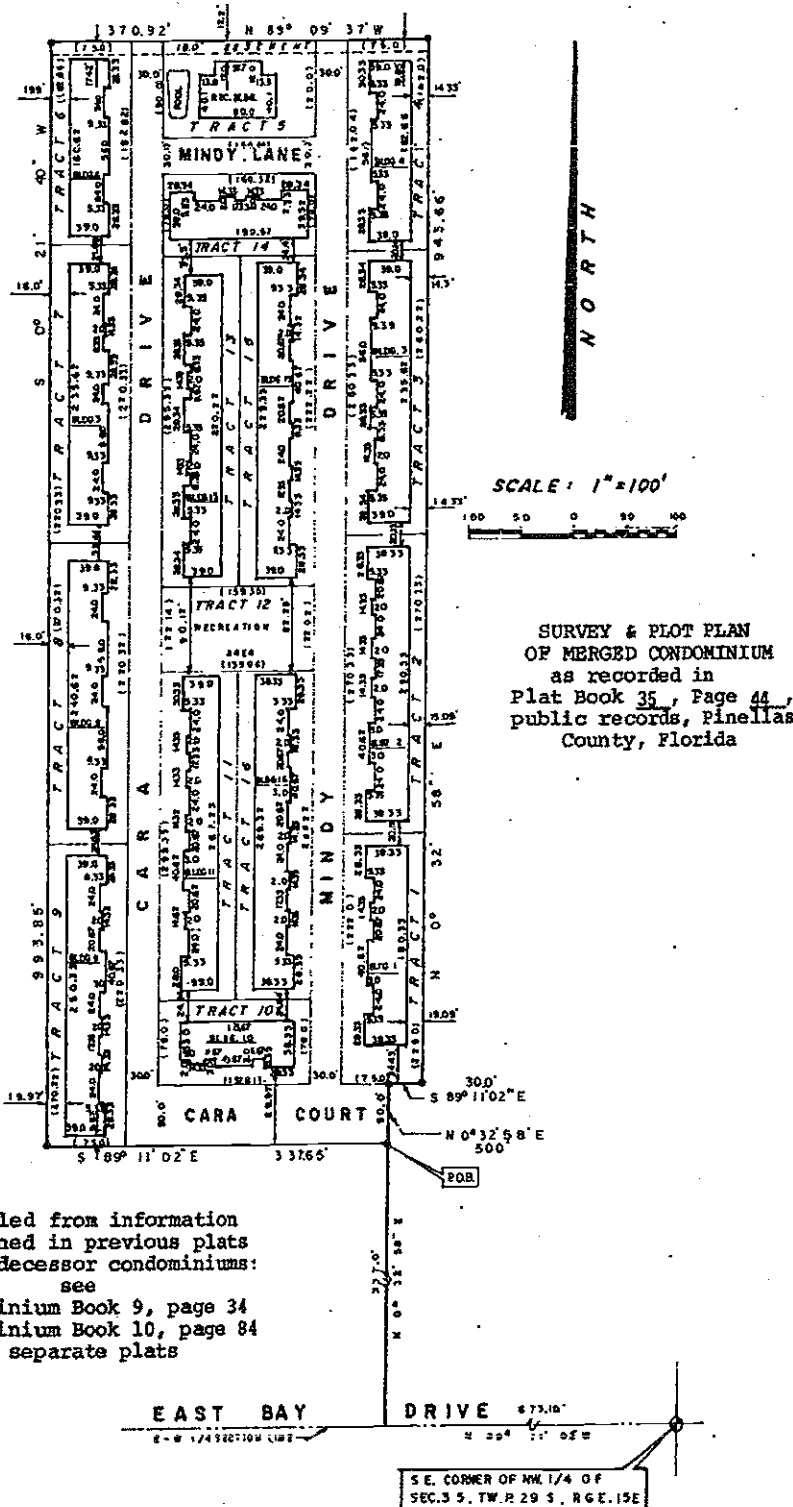
DATED THIS 25th DAY OF FEBRUARY, 1979, IN TAMPA, FLORIDA

William C. Keating
WILLIAM C. KEATING
REGISTERED SURVEYOR NO. 1528

EXHIBIT "D"

THE ORIGINAL OF THIS INSTRUMENT IS POOR

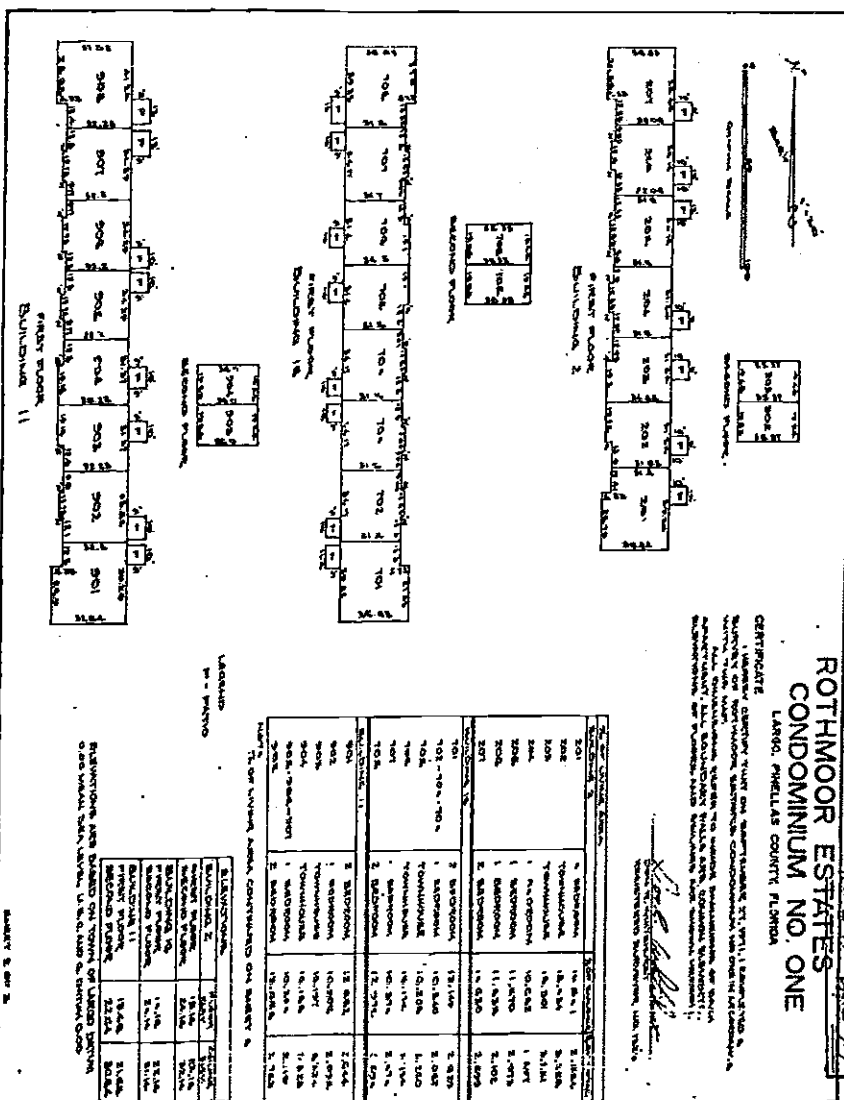
024885 PM 914



Q. 4885 PAGE 915

EXHIBIT "D"
page three

THE DIMENSIONS OF EACH APARTMENT, TOGETHER WITH ELEVATIONS OF FLOORS AND CEILINGS, ARE SET FORTH IN THE ORIGINAL DOCUMENTS FOR EACH OF THE TWO PREDECESSOR CONDOMINIUMS. SPECIFICALLY, THE FLOOR PLANS AND ELEVATIONS AS SET FORTH IN OFFICIAL RECORDS BOOK 3661, PAGES 134 AND 135, AND PLAT BOOK 9, PAGES 35 AND 36, PERTAINING TO ROTHMOOR ESTATES CONDOMINIUM NO. ONE, AND IN OFFICIAL RECORDS BOOK 3801, PAGES 329 AND 330, AND PLAT BOOK 10, PAGES 85 AND 86, PERTAINING TO ROTHMOOR ESTATES CONDOMINIUM NO. TWO, ARE INCORPORATED BY REFERENCE HEREIN AND ATTACHED TO THIS DECLARATION OF CONDOMINIUM AS PART OF EXHIBIT "D" HEREIN. ALL FIGURES EXPRESSED THEREIN REMAIN UNALTERED BY THE MERGER EFFECTUATED BY THIS DECLARATION OF CONDOMINIUM, WITH THE EXCEPTION OF THE COLUMN TITLED "% OF TOTAL." THE PERCENTAGE OF OWNERSHIP OF EACH UNIT IN THE TOTAL CONDOMINIUM PROPERTY, SUBSEQUENT TO MERGER, IS AS SET FORTH IN PARAGRAPH 8 OF THIS DECLARATION OF CONDOMINIUM.

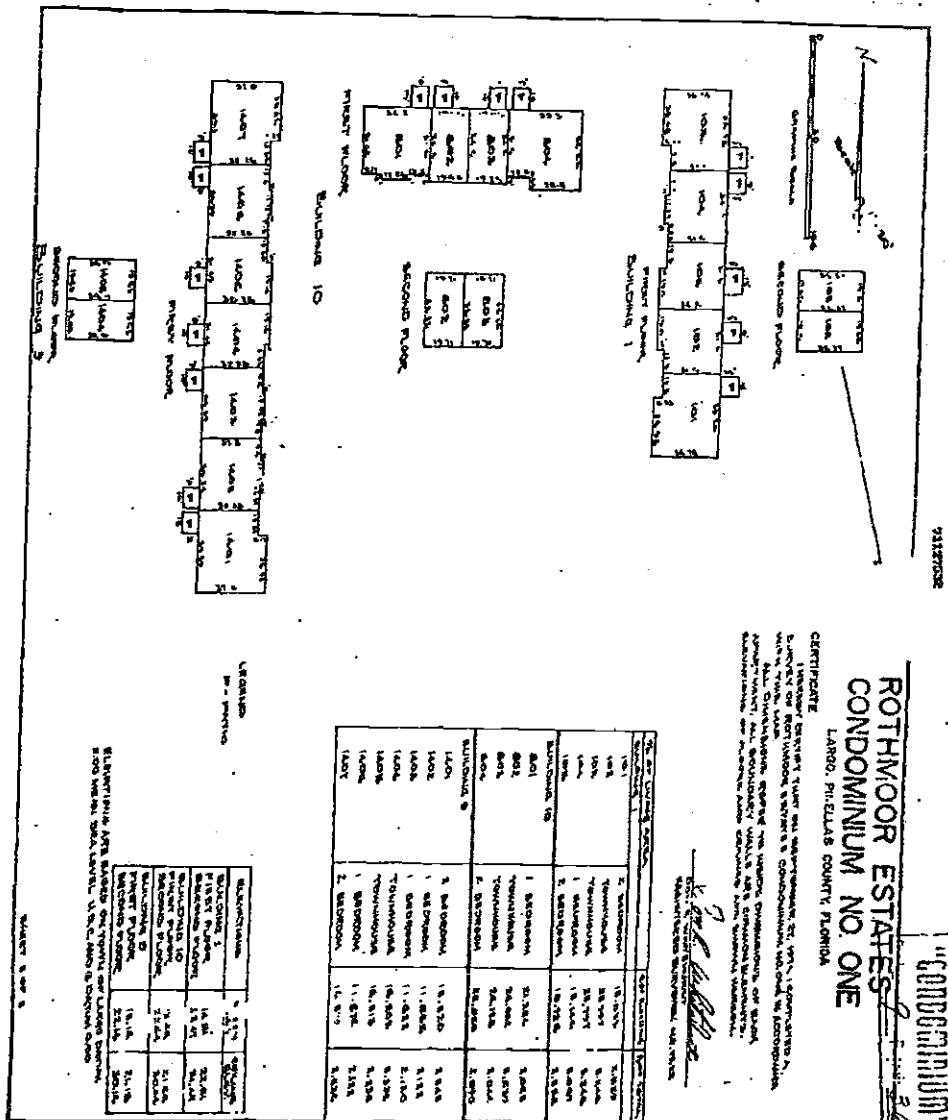


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024885 PZ 916

EXHIBIT "D"
page four

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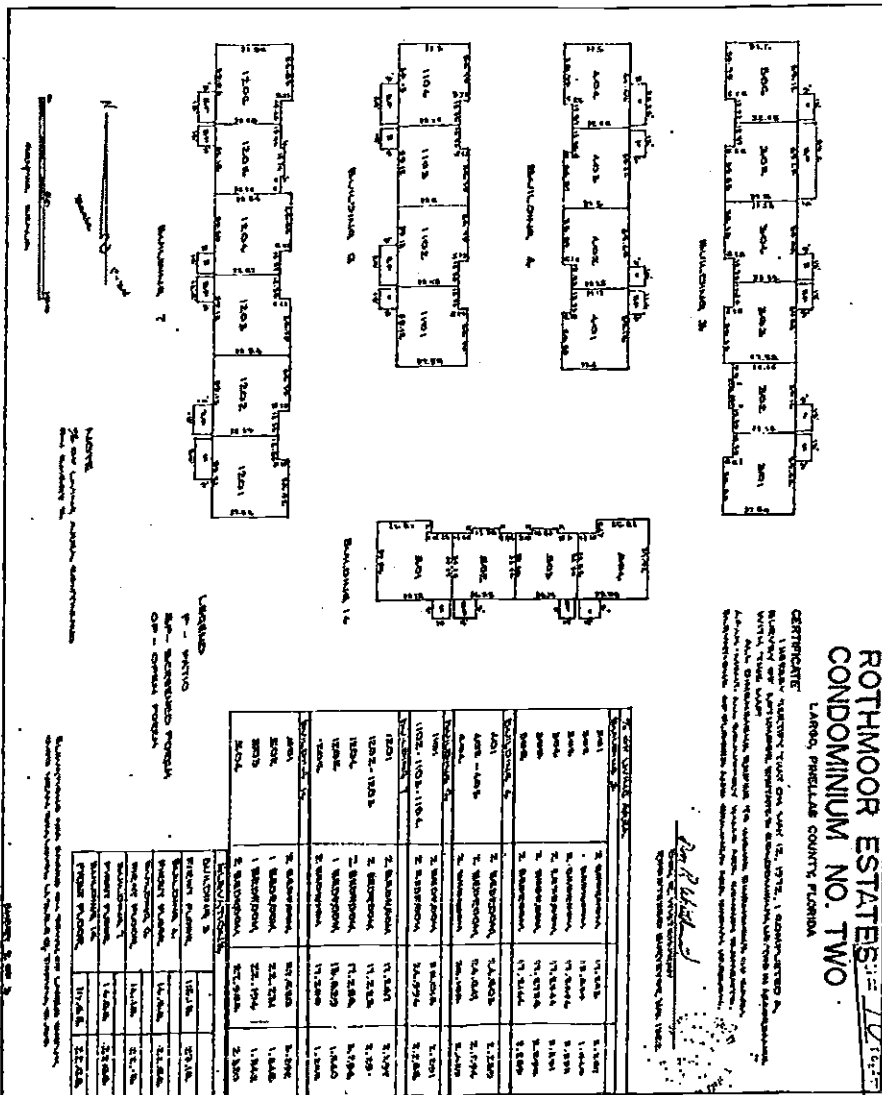


ROOM 51 INSPECTION SHEET AS TYPED BY THE

024885 PAGE 917

EXHIBIT "D"
page five

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ROTHMOOR ESTATES
CONDOMINIUM NO. TWO

LARGO, PHILLIPS COUNTY, FLORIDA

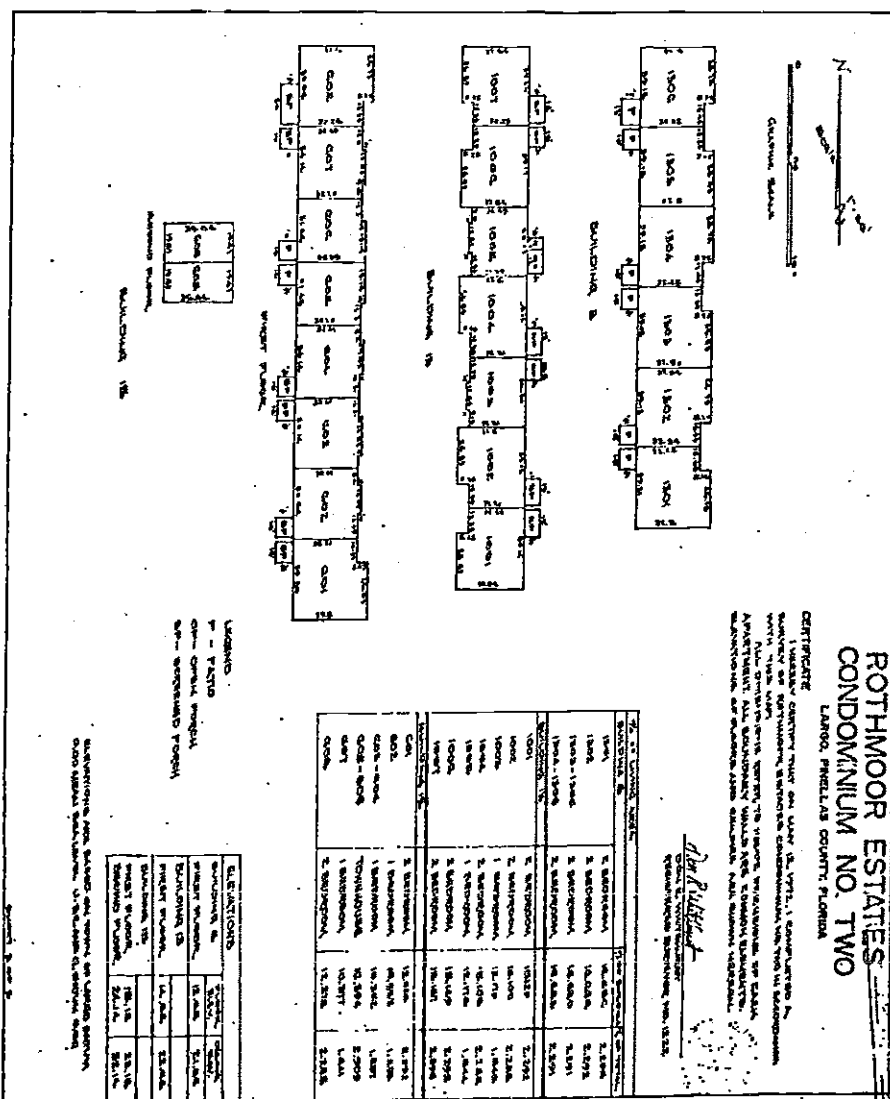
"CONDOMINIUM"

THE ORIGINAL OF THIS INSTRUMENT IS POOR

0A 4885 ~~918~~ 918

EXHIBIT "D"
page six

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THE ORIGINAL OF THIS INSTRUMENT IS POOR

ROTHMOOR ESTATES
CONDOMINIUM NO. TWO

EMERSON, FRANKLIN ROBERT L., FLEETING

01 Cash 11 Chg
40 Rsc 200
41 St _____
42 Cur _____
43 Int _____
Tot 200

79119616

004885 PAGE 919

NOTICE OF CONDOMINIUM MERGER

By unanimous approval of all owners of condominium units in ROTHMOOR ESTATES CONDOMINIUM NO. ONE and in ROTHMOOR ESTATES CONDOMINIUM NO. TWO, by joinder of all holders of liens or encumbrances pertaining to any unit in either of the two above-referenced condominiums, and by joinder and approval of the ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., which operates and manages the Condominium Property and, prior to merger, owned the recreation area and streets of the Rothmoor Estates condominium complex, a Merger of the two above-referenced condominiums was effectuated by and through a new Declaration of Condominium filed of record July 19, 1979. This Merger created a new single condominium comprised of the two former condominiums. The recreation areas and streets were submitted to the condominium form of ownership, becoming part of the Condominium Property of the merged condominium. The name of the merged condominium is ROTHMOOR ESTATES CONDOMINIUM.

The Declaration of Condominium for ROTHMOOR ESTATES CONDOMINIUM, recorded in O. R. Book 4885, page 8-14-9/8-1/8, et. seq., public records of Pinellas County, Florida, fully sets forth the percentage of ownership of each unit in the merged condominium and the percentage share of common expenses of each unit of the merged condominium. Said Declaration created no new units and made no changes in the graphic description and location of units. Each unit retains the same apartment number as in the prior declarations of the former condominiums. It is anticipated that at least the first deed in future conveyances on resale of each unit shall identify the unit not only as a condominium unit within the merged condominium, subject to the condominium documents pertaining to such merged condominium, but also as a condominium unit formerly within one of the two condominiums merged into the single condominium.

The Clerk has been requested to index this Notice of Merger as to both ROTHMOOR ESTATES CONDOMINIUM NO. ONE and ROTHMOOR ESTATES CONDOMINIUM NO. TWO. The Declaration of Condominium for

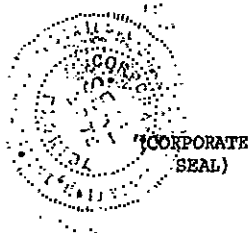
Hand: for Tom R. Moore

D.R.4885 PAGE 920

ROTHMOOR ESTATES CONDOMINIUM has been indexed under the names of each and every unit owner in both former condominiums.

This Notice is made and filed under the authority and direction of the ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.

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



ROTHMOOR ESTATES CONDOMINIUM
ASSOCIATION, INC.

Allen J. Emrick
ALLEN J. EMRICK, President

Dorothy J. Elder
DOROTHY ELDER, Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared ALLEN J. EMRICK and DOROTHY ELDER, President and Secretary, respectively, of the ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., to me well known and known to me to be the persons described in and who executed the foregoing Notice of Condominium Merger, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 26th day of

June, A. D. 1979.

Tom R. Moore
Notary Public
State of Florida at Darge

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 1 1982
BONDED THRU GENERAL INS. UNDERWRITERS

Instrument prepared
by and return to:
TOM R. MOORE, Esq.
305-A So. Osceola Ave.
Clearwater, Fl. 33516.
(813) 447-2087

THIS INSTRUMENT PREPARED BY:

LAW OFFICES OF PETER J. CAROLINE, P.A.
MAHEAHOS VILLAGE
9155 U.S. 12 NORTH
PINELLAS PARK, FLORIDA 33565

83079801

CERTIFICATE OF AMENDMENT

D.B. 5517 PAGE 1484

TO

DECLARATION OF CONDOMINIUM

OF

ROTHMOOR ESTATES CONDOMINIUM

24 24431188 74 DEED, 29AL63
40 13.05
13.02 CK

NOTICE IS HEREBY GIVEN that the Declaration of Condominium of ROTHMOOR ESTATES CONDOMINIUM, as recorded in Official Records Book 3661 at Pages 103-127, public records of Pinellas County, Florida, is hereby amended as follows:

Paragraph 13.2 of the Declaration of Condominium shall now read as follows:

" 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 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 Apartment Owner shall permit any use of his 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.

A: No major repairs of transportation type vehicles shall be made on Rothmoor Estates property, either in Apartment owners driveway or on common elements."

By-Laws. Paragraph 7. Section A shall now read as follows, except that parts 1-12 of Paragraph 7. Section A, shall remain unchanged:

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

The Rules and Regulations for Rothmoor Estates Condominium are hereby amended as follows:

No. 11 is hereby deleted in its entirety and shall read as follows:

" 11. No animals may be kept in the Condominium, except those owned and already housed by Rothmoor Owners before January 1, 1982. No replacements of animals will be permitted. Boarding or taking care

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 35
PAGES 44 THRU 45
13.00
13.00

D.P. 5517 PAGE 1485

of someone else's animals on a temporary or any other basis. is not allowed."

There shall be a paragraph added to the Rules and Regulations as follows:

" 12. The Recreation Hall is available to all Rothmoor residents for communal and limited private use. There are no limitations (other than the normal obligation of good conduct) on Rothmoor owners who reserve and utilize the recreation hall for functions involving Rothmoor residents and their guests. Any Rothmoor owner may also reserve and utilize the Recreation Hall for a private function which involves non-Rothmoor people but only under the following conditions and limitations:

a. Reservations for the use of the Recreation Hall must be filed by a Rothmoor owner in writing with the Secretary of the Association, along with a security deposit of \$25.00 in cash. If the Recreation Hall is cleaned and restored to proper order the deposit money will be returned in full to the resident user.

b. The Recreation Hall may not be reserved when Rothmoor functions are scheduled.

c. Rothmoor owners may reserve the Recreation Hall for a maximum of two (2) times during the year.

d. The Rothmoor resident(s) reserving the Recreation Hall must be present at the reserved function and must accept responsibility for the safety and conduct of all non-Rothmoor people attending. If there should be damage beyond the value of the \$25.00 deposit, the owners reserving the facility shall be financially responsible for required repairs.

e. The Recreation Hall may not be used for any illegal purpose or by any secret society, group, fraternal, partisan political activity or religious activity of a sectarian nature."

WE, the undersigned, ALLEN J. ENRICK, President and EVELYN JANOW, Secretary, of ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not for profit, do hereby certify that the above smendment to the Declaration of Condominium of Rothmoor Estates Condominium was duly adopted in accordance with the provisions of the Declaration of Condominium and By-Laws and the provisions of F.S.A. Sec. 718 "The Condominium Act", as amended.

IN WITNESS WHEREOF, we, the undersigned, do hereunto set our hands and seal of Rothmoor Estates Condominium Association, Inc. to be affixed hereto.

Dated: April 26, 1983.

Witnesses:

Frederick G. Scheridan
Dorcas (Hawes 4)

ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.

Allen J. Enrick
Allen J. Enrick, President

ATTEST: *Evelyn Janow*
Evelyn Janow, Secretary

#1 5517 not 1486

STATE OF FLORIDA)

COUNTY OF PINELLAS)

BEFORE ME this 26th day of April, 1983, personally appeared
ALLEN J. EMRICK and EVELYN JANOW, President and Secretary,
respectively, of ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.
a Florida corporation, not for profit, to me to be the persons
described in and who executed the foregoing instrument and
acknowledged the execution thereof as such officers for the
purposes therein expressed; and that they affixed thereto the
official seal of said corporation, and that said instrument
is the act of said corporation.

WITNESS my hand and official seal this 26th day of April,
1983.



Audrey P. Chestnut
Notary Public

Notary Public, Florida, State at Large
My Commission Expires Sept. 9, 1983

ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.

405 Cara Court • Largo, Florida 33541

84263359

CERTIFICATE OF AMENDMENT

11.5902 - 1385

40 Rec 5.00

41 DS

43 1st

Tot 5.00

TO

DECLARATION OF CONDOMINIUM

19 19444773 73

1. 24024

OF

99
TOTAL5.99
5.99 CHK

ROTHMOOR ESTATES CONDOMINIUM

NOTICE IS HEREBY GIVEN, that the Declaration of Condominium of ROTHMOOR ESTATES CONDOMINIUM, as recorded in Official Records Book 3661 at Pages 103-127, public records of Pinellas County, Florida, is hereby amended as follows:

Paragraph 14.2 of the Declaration of Condominium shall now read as follows:

" 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 unit in this Condominium, upon any transfer of title or interest to such Apartment. The approval or disapproval that is required for the transfer of any such title or interest shall be obtained in the following manner:" (the remainder is unchanged.)

By-Laws, Paragraph 3, Section B (1) shall now read as follows:

" 3.B(1) Election of Directors shall be held at the Annual Members' Meeting, and said elected directors shall take office on January 1st following their election."

WE, the undersigned, ELLSWORTH R. RESSEGGER, President and MARGARET G. MUNSON, Secretary of ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not for profit, do hereby certify that the above amendments to the Declaration of Condominium of Rothmoor Estates Condominium was duly adopted in accordance

with the provisions of the Declaration of Condominium and By-Laws and the provisions of F.S.A. Sect. 718 "The Condominium Act." as amended.

IN WITNESS WHEREOF, we, the undersigned, do hereunto set our hands and seal of Rothmoor Estates Condominium Association, Inc., to be affixed hereto.

Dated: December 12, 1984.

ROTHMOOR ESTATES CONDOMINIUM
ASSOCIATION, INC.

Witnesses:

Lisa M. Schell

Ellsworth R. Ressegger
Ellsworth R. Ressegger, President

Paul A. Schell

ATTEST: *Margaret G. Munson*
Margaret G. Munson, Secretary

Sworn to and subscribed before me this 12th day of December 1984.

My Commission Expires:
Notary Public
State of Florida, Hillsborough County

Julia L. And
Notary Public
State of Florida, Hillsborough County

RETURN TO: ROTHMOOR ESTATES CONDOMINIUM ASSN., INC.
405 Cara Court
Largo, FL 33541

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED
IN CONDOMINIUM PLAT BOOK 35 PG 44

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RECEIVED
CLERK OF CIR
JAN 13 1990

AMENDMENTS TO THE

JAN 13 PM 4:00

DECLARATION OF CONDOMINIUM

ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.

WHEREAS, at a duly held General Meeting of Rothmoor Estates Condominium Association, Inc. on March 2, 1989, the attached Amendments to the Declaration of Condominium were voted and passed by at least a 75% vote of the General Membership, I hereby request that these Amendments be duly recorded and become a permanent part of the Declaration of Condominium of Rothmoor Estates Condominium Association, Inc.

C

RECORDING

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REV

TOTAL

19.50

19.50

OH

Roy Oldham
Roy Oldham, President

15076422 RMH 03-13-89

16:08:20

01

RECORDING

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\$19.50

TOTAL:

\$19.50

CHECK AMT. TENDERED:

\$19.50

CHANGE:

\$0.00

STATE OF FLORIDA

COUNTY OF PINELLAS

Before me this personally appeared Roy Oldham who, being duly sworn, deposes and says that the affirmentioned information to be true and correct to the best of his knowledge.

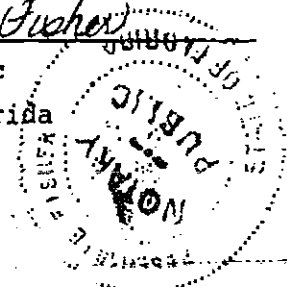
Sworn to and subscribed before me this 13 day of March A.D. 1989.

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires AUG. 3, 1990

Rosemarie Fisher
Notary Public

State of Florida



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

Return- Rebecca Sarver
6399 142nd ave n.
Ste 116- Clear Lake
34620

OR6954PG1492

Condominium Plat Book 35, page 44.

Declaration of Condominium, Rothmoor Estates Condominium Association, Inc.

Page 10, 13.1 Apartments. Each of the 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. No apartment may be sub-divided into a smaller unit, not any portion thereof sold or otherwise transferred.

Page 11, 14. MAINTENANCE OF COMMUNITY INTEREST. The Association shall maintain to the best of its ability a community of congenial older persons residents in this Condominium, and prospective purchasers of the Apartments shall be screened by the Association with such purpose in view.

Page 11, 14.2 Procedure for Approval or Disapproval of Transfer. The approval or disapproval required hereunder shall be made by the Tenant Owners 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 55year or older requirement and 100% compliance with the 18 year old requirement.

OR 6954 PG 1493

BY-LAWS

ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.

Page 6, 4. Power and Duties of the Board of Directors.

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

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

EXHIBIT "C"

OR6954PG1494

O.R. 3801
Page 401

Rules and Regulations, Rothmoor Estates Condominium Association, Inc.

4. A common Antenna has been provided for each building. No individual exterior or aerals, whether for television or radio, will be installed or otherwise permitted. No individual will attempt to modify or otherwise interfere with the common antenna, and any question of its correct operation should be reported to the Service Manager for its attention. A common washer and dryer room has also been made available for all residents, and those persons using the same should see to it that the appliances and the premises in which they are located are maintained in a clean and orderly condition. In the event either of said machines should fail to operate, public notice of same should be placed on the machine and the Management Contractor advised.

O.R. 3801
Page 402

Rules and Regulations

8. Recreation area and pool restrictions:

- (a) The swimming pool will be closed daily at 9:30 pm hours will be 8 am - 10 pm.
- (d) Food and glass containers must be kept away from pool decks and must not be taken into the pool. No alcoholic beverages allowed in pool area. Soft drinks allowed in pool area must be in plastic or aluminium containers. No food in pool area except in planned, organized parties by Rothmoor Social Club.
- (f) Children under 16 will not be allowed in the pool and recreation areas unless accompanied by a resident host who shall be responsible for the children at all times.
- (g) Men must wear shirts in recreation areas and common areas at all times except in the swimming pool area. Pool is to be vacated when pool is being serviced.

INST # 93-353544
DEC 7, 1993 10:20AM

PINELLAS COUNTY FLA.
OFF. REC. BK 8493 PG 1731

Certificate of Amendment
for the Declaration of Condominium and Bylaws of
Rothmoor Estates, Condominium

NOTICE IS HEREBY GIVEN THAT at a duly called meeting of the members on November 17, 1993, by a vote required by the Declaration of Condominium and Bylaws was adopted, the Declaration of Condominium and Bylaws of Rothmoor Estates, Condominium as recorded in Official Records of Book 4885 pages 845-920 of the Public Records of Pinellas County, Florida, be, and the same are hereby amended as follows:

1. The Declaration of Condominium of Rothmoor Estates, Condominium is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule Amendments to Declaration of Condominium."
2. The Bylaws of Rothmoor Estates, Condominium are hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to Bylaws."

Cupped by: PERRY MURPHY
902 CHER DRIVE
LARGO FL 34641
301 NIMBLE

IN WITNESS WHEREOF, we have affixed our hands this 6 day of December, 1993, at Pinellas County, Florida.

Rothmoor Estates, Condominium

By: [Signature]
President

Attest: [Signature]
Secretary



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REV
TOTAL / 10.50

State of Florida
County of Pinellas

On this 6th day of December, 1993, appeared the President and Secretary and acknowledged the execution of this instrument for the purposes herein expressed.



Gwendolyn Bell
Notary Public
12-31-95

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

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: CS

TOTAL: \$10.00
CHECK AMT. TENDERED: \$10.00
CHANGE: \$0.00

PINELLAS COUNTY FLA.
OFF. REC. BK 8493 PG 1732

EXHIBIT A

SCHEDULE OF AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

APPROVED AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF ROTHMOOR ESTATES, CONDOMINIUM

Article 10.2

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 a late charge, but all sums not paid on or before ten (10) days after the date when due will be subject to a late charge not to exceed the maximum allowable by state law. All payments on account shall be first applied to late charges and then to the assessment payment first due.

SCHEDULE OF AMENDMENTS TO THE BYLAWS

APPROVED AMENDMENTS TO THE BY-LAWS OF
ROTHMOOR ESTATES, CONDOMINIUM

Article 3 section B (2)

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

Article 3 section c

C. The term of each director's service shall extend until December 31 of the same year when his duly elected and qualified successor takes office or until he is removed in a manner elsewhere provided.

Article 7 section A items (1), (2), and (3)

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

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

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

INST # 97-366539
DEC 17, 1997 6:32PM

PINELLAS COUNTY FLA.
OFF.REC.BK 9938 PG 964

PREPARED BY AND RETURN TO:
Leonard J. Hankin, P.A.
28050 U.S. 19 N., Suite 100
Clearwater, FL 33761

300-109 50- 12-17-1997 1-10-1998
61 DEL-RECORDS
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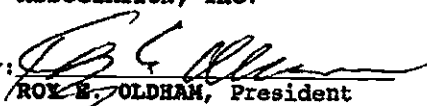
**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR
ROTHMOOR ESTATES CONDOMINIUM**

NOTICE IS HEREBY GIVEN that in accordance with Article 17, at a duly called meeting and by written agreement of the members on the 29th day of April, 1997, by a vote of one hundred (100%) percent of the membership and one hundred (100%) percent of all record mortgage holders, after the unanimous adoption of a Resolution by the Board of Directors proposing said amendments to the Declaration of Condominium for ROTHMOOR ESTATES CONDOMINIUM as originally recorded in O.R. Book 4885 Page 845, et seq., and as it has been amended, in the Public Records of Pinellas County, Florida, be, and the same is hereby amended in accordance with the Schedule of Amendments attached as Exhibit "A" and incorporated herein by reference.

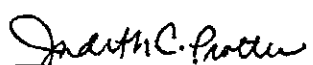
IN WITNESS WHEREOF, Rothmoor Estates Condominium Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 15th day of December, 1997.

(CORPORATE SEAL)

ROTHMOOR ESTATES CONDOMINIUM
ASSOCIATION, INC.

By: 
ROY E. OLDHAM, President

ATTEST:

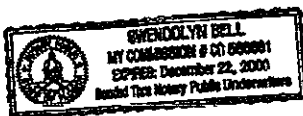

JUDITH C. PIOTTER, Secretary

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

PINELLAS COUNTY FLA.
OFF. REC. BK 9938 PG 965

STATE OF FLORIDA
COUNTY OF PINELLAS

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



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

PINELLAS COUNTY FLA.
OFF.REC.BK 9938 PG 966

EXHIBIT "A"

Changes to the
DECLARATION OF CONDOMINIUM
OF
ROTHMOOR ESTATES CONDOMINIUM, INC.

Ratified April 29, 1997

Add paragraph 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 a portion of the common element described as an area extending 10 feet from the entire back wall of the unit. An enclosure may be placed on this limited common element area under the strict supervision of the Board of Directors as outlined in paragraph 9.1 C. Any portion of the aforementioned limited common elements which is not included in an enclosure or otherwise improved shall be maintained by the association.

Paragraph 9.1 B list responsibilities of unit owners.
Additions to paragraph 9.1 B (1)

To maintain, repair and replace at his expense all portions of his Apartment except the portions to be maintained, repaired and replaced by the Association, including all screens and glass, kitchen equipment, and all air flow ducts, heating and air conditioning equipment, whether contained inside or outside of an Apartment, hot water heater, carpeting, and any other contents of the Apartment, including all non-supporting walls and partitions, and including any limited common elements appurtenant to the Apartment. Except where noted in paragraph 5.2 A, the cost of repair, maintenance and replacement of limited common elements are the responsibility of the Apartment owner. All such repair, maintenance 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.

Deletions and additions to paragraph 9.1 C

Alteration and Improvement. Neither an Owner nor the Association shall make any alterations in the portions of an Apartment or Apartment Building which are to be maintained by the Association, or remove any portion thereof, or make any additions

PINELLAS COUNTY FLA. EXHIBIT "A"
OFF.REC.BK 9938 PG 967

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 approval in writing of ~~Owners of all Apartment in that building~~ and the approval of the Board of Directors of the Association. ~~* copy of plans for all such work prepared by an architect licensed to practice in this State shall be filed with the Association.~~

(1) The unit owner shall, in writing, apply to the Association Board of Directors for approval of the planned installation. Accompanying said application shall be a detailed copy of the plans and specifications for 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 licensed and insured contractor.

(2) Use of wood or wood source products is prohibited with the exception of fences.

(3) Proposed installation or construction shall not extend beyond the dimensions described in Paragraph 5.2 A.

(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.

Deletions and additions to paragraph 9.2 B

Alteration and Improvement. There shall be no alteration or further improvements of common element 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 not less than 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. 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 ~~EXPENSES~~ elements caused by casualty. Any increase in the common expenses caused by alterations or improvements as contemplated by this paragraph shall be borne by all Owners. This paragraph does not apply to limited common elements.

INST # 97-366540
DEC 17, 1997 6:32PM

PREPARED BY AND RETURN TO:

Leonard J. Mankin, P.A.

28050 U.S. 19 N., Suite 100

Clearwater, FL 33761

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

1 RECORDING
REC 15.00
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Fees
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CERTIFICATE OF AMENDMENT TO

DECLARATION OF CONDOMINIUM FOR

ROTHMOOR ESTATES CONDOMINIUM

NOTICE IS HEREBY GIVEN that at a duly called meeting of

the members on the 19th day of November, 1997, by a vote of not

less than seventy-five (75%) percent of the voting interests of the
Condominium and after the unanimous adoption of a Resolution
proposing said amendments by the Board of Directors, the
Declaration of Condominium for ROTHMOOR ESTATES CONDOMINIUM, A
CONDOMINIUM, as originally recorded in O.R. Book 4885 Page 845, et
seq., and as it has been amended, in the Public Records of Pinellas
County, Florida, be, and the same is hereby amended in accordance
with the Schedule of Amendments attached as Exhibit "A" and
incorporated herein by reference.

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

(CORPORATE SEAL)

ROTHMOOR ESTATES CONDOMINIUM
ASSOCIATION, INC.

By

Roy E. Oldham
ROY E. OLDAH, President

ATTEST:

Judith C. Piotter

JUDITH C. PIOTTER, Secretary

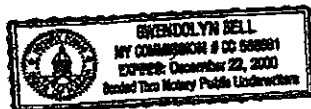
9907-110 PA- 12-17-1997 14:42:36
61 DEL-ROTHMOOR
RECORDING 1 915.00
TOTAL: 915.00
OFFICE ANT. FEE: 15.00
FEE: 1.00

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

PINELLAS COUNTY FLA.
OFF. REC. BK 9938 PG 969

STATE OF FLORIDA
COUNTY OF PINELLAS

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



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

EXHIBIT "A"

Change to the
DECLARATION OF CONDOMINIUM OF
ROTEMOOR ESTATES CONDOMINIUM, INC.

PINELLAS COUNTY FLA.
OFF.REC.BK 9938 PG 970

Ratified November 19, 1997

Delete paragraph 19.2

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

Apartment #203	Apartment#903
Apartment #207	Apartment#904
Apartment #705	Apartment#905
Apartment #707	Apartment#1104
Apartment #802	Apartment#1201
Apartment #803	Apartment#1202

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

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

RECORDED 88050 U.S. 19 N., Suite 100
PAC 5 Clearwater, FL 33761

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

CERTIFICATE OF AMENDMENT TO

AMENDED ARTICLES OF INCORPORATION FOR

ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that at a duly called meeting of
the members on the 19th day of November, 1997, by a vote of not
less than seventy-five (75%) percent of the entire membership of

the Association and seventy-five (75%) percent of the Board of
Directors and after the adoption of a Resolution proposing said
amendments by the Board of Directors, the Amended Articles of
Incorporation for ROTHMOOR ESTATES CONDOMINIUM, A CONDOMINIUM, as
originally recorded in O.R. Book 4885 Page 895, et seq., and as it
has been amended, in the Public Records of Pinellas County,
Florida, be, and the same is hereby amended in accordance with the
Schedule of Amendments attached as Exhibit "A" and incorporated
herin by reference.

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

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

(CORPORATE SEAL)

**ROTHMOOR ESTATES CONDOMINIUM
ASSOCIATION, INC.**

By: [Signature]
ROY E. OLDHAM, President

ATTEST:

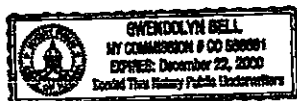
[Signature]
JUDITH C. PIOTTER, Secretary

56075111 NOV 12-17-1997 14:44:16
RECORDED 91 DEC-ROTHMOOR
1 \$15.00
TOWN: \$15.00
COUNTY: \$15.00
FEE: \$15.00

PINELLAS COUNTY FLA.
OFF.REC.BK 9938 PG 972

STATE OF FLORIDA
COUNTY OF PINELLAS

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



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

EXHIBIT "A"

Changes to the PINELLAS COUNTY FLA.
OFF.REC.BK 9938 PG 973
AMENDED ARTICLES OF INCORPORATION
OF
ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC
Ratified November 19, 1997

Page 4, Article V

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

Page 4, Article V now reads

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

This Instrument Prepared by and Return to:

Robert L. Taskel, Esquire

Address:

Robert L. Taskel, P.A.
1299 Main Street, Suite F
Dunedin, FL 34698-533300-012576 JAN-13-2000 12:24pm
PINELLAS CO BK 10784 PG 654KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA

30154754 01-13-2000 12:24:31 JAG

51 CTF-ROTHMOOR ESTATES CONDO

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**CERTIFICATE OF AMENDMENT
TO THE RULES AND REGULATIONS OF
ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.**

TOTAL: \$10.50
P CHECK AMT. TENDERED: \$10.50
CHANGE: \$0.00

WE HEREBY CERTIFY THAT the attached amendment to the Rules and Regulations were approved by the membership at a duly called meeting held 11/25/99.
The Declarations of Condominium were filed in Official Records Book 3661 at Page 103, Book 3801 at Page 298 and Condominium Plat Book 35 at Page 44.

IN WITNESS WHEREOF, we have affixed our hands this 7TH day of JANUARY, 1999 at Pinellas County, Florida.
2000

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ACCT _____
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MTF _____
P/C _____
REV _____
TOTAL 10.50
-CK BAL _____
CHG AMT JAG

ROTHMOOR ESTATES CONDOMINIUM
ASSOCIATION, INC.

By: Pat DePoole
Pat DePoole, President

Attest: Audrey J. Piotter
Audrey Piotter, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

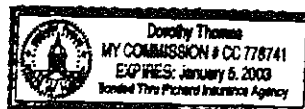
BEFORE ME, the undersigned authority, personally appeared Pat DePoole and Audrey Piotter, to me known to be the President and Secretary, respectively, of Rothmoor Estates Condominium Association, Inc. and they jointly and severally acknowledged before me that they freely and voluntarily executed same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced _____ and _____ (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 7TH day of JANUARY, 2000.

Dorothy Thomas
Notary Public

Printed Name: DOROTHY THOMAS

My commission expires:



PINELLAS COUNTY FLA.
OFF. REC. BK 10784 PG 855

**ADOPTED AMENDMENT TO THE RULES AND REGULATIONS
OF
ROTHMOOR ESTATES CONDOMINIUM ASSOCIATION, INC.**

RULE 12:

12. The recreation hall is available to all ROTHMOOR residents for communal and limited private use. There are no limitations (other than the normal obligation of good conduct) on ROTHMOOR owners who reserve and utilize the recreational hall for functions involving ROTHMOOR residents and their guests. Any ROTHMOOR owner may also reserve and utilize the recreation hall for a private function which involves non-ROTHMOOR people but only under the following conditions and limitations:

- (a) Reservations for the use of the recreation hall must be filed by a ROTHMOOR owner in writing with the Treasurer of the Association, along with a security deposit of \$25 in cash. If the recreation hall is cleaned and restored to proper order the deposit money will be returned in full to the resident owner.
- (b) The recreation hall may not be reserved when ROTHMOOR functions are scheduled.
- (c) ROTHMOOR owners may reserve the recreation hall for a maximum of two (2) times during a year.
- (d) The ROTHMOOR resident(s) reserving the recreation hall must be present at the reserved function and must accept responsibility for the safety and conduct of all non-ROTHMOOR people attending. If there should be damage beyond the value of the \$25 deposit, the owners reserving the facility shall be financially responsible for required repairs.
- (e) The recreation hall may not be used for any illegal purpose or by any secret society, group, fraternal, partisan political activity or religious activity of a sectarian nature.
- (f) If the recreation hall is reserved for a private party where alcoholic beverages are served, the ROTHMOOR resident(s) hosting the party shall be responsible for the actions of the guests to the extent that they are influenced by the use of the said alcoholic beverages.