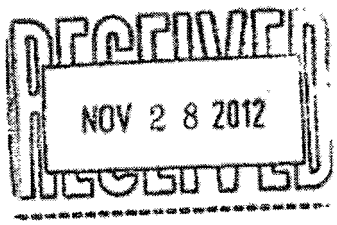
RABIN ♦ PARKER
ATTORNEYS AT LAW

BENNETT L. RABIN
MONIQUE E. PARKER

28163 U.S. HWY. 19 N., STE. 207, CLEARWATER, FL 33761
727.475.5535 PHONE ♦ 727.723.1131 FAX

November 27, 2012



Gary Moore, Manager
Resource Property Management, Inc.
28100 U.S. Highway 19 North, Suite 205
Clearwater, Florida 33761

Re: Certificate of Amendment to Declaration
Our Matter No: 10085-002

Dear Gary:

Enclosed please find the original Certificate of Amendment to the Declaration of Condominium of Loch Lomond Estates, a Condominium, which was recorded on November 13, 2012, in Official Records Book 17782, Pages 75 - 76, Public Records of Pinellas County, Florida.

Please note that the recording information provided by the Clerk's Office is only posted on the first page of each recorded document and is not provided on any subsequent pages, even though these have been recorded in the Public Records as well. You should make this part of the official documents on file for the Association, and all members of the Association should be provided with a copy of the amendment.

Please do not hesitate to contact me should you have any comments or questions regarding this matter.

Sincerely,

Bennett L. Rabin

BLR/sh
Enclosure

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2012329806 11/13/2012 at 01:11 PM
OFF REC BK: 17782 PG: 75-76
DocType:CONDO RECORDING: $18.50

Prepared by and return to:
Bennett L. Rabin, Esq.
Rabin Parker, P.A.
28163 U.S. 19 North, Suite 207
Clearwater, Florida 33761

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF LOCH LOMOND ESTATES, A CONDOMINIUM PINELLAS COUNTY, FLORIDA

This is to certify that at a duly called meeting of the members of Loch Lomond Estates, Inc., (the "Association") held on Thursday, October 25, 2012, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendment to the Declaration of Condominium, attached hereto as **Exhibit "A"**, was duly adopted by the membership. The Declaration of Condominium of Loch Lomond Estates, a Condominium, was originally recorded in Official Records Book 5821, Page 1204, et seq., Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, the Association has caused this instrument to be signed by its duly authorized officer on this 31 day of October, 2012.

LOCH LOMOND ESTATES, INC.

Gary E Moore
Signature of Witness #1
GARY E MOORE
Printed Name of Witness #1
Carrie A Vacalino
Signature of Witness #2
Carrie A. Vacalino
Printed Name of Witness #2

By: Susan Fulmer
Signature
President
Printed Name and Title

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 31 day of October, 2012, by Susan Fulmer as President of LOCH LOMOND ESTATES, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced FL Drivers License as identification.

NOTARY PUBLIC STATE OF FLORIDA
AMANDA FISHER
COMMISSION # EE828127
EXPIRES AUG 19 2016
BONDED THROUGH
RLI INSURANCE COMPANY

Amanda Fisher
Notary Public
Amanda Fisher
Printed Name

ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF LOCH LOMOND ESTATES, A CONDOMINIUM

The following is an adopted amendment to the Declaration of Condominium of Loch Lomond Estates, a Condominium, originally recorded at Official Records Book 5821, Page 1204, et seq., all within the Public Records of Pinellas County, Florida, and as subsequently amended.

(New Wording Underlined; Deleted Wording ~~Stricken Through~~, *** indicates omitted text)

Item No. 1: Article XVIII of the Declaration of Condominium is hereby amended to add a new Section to read as follows:

XVIII.

Sale and Leasing of Condominium Parcels

***

Section 4. Limitation on Leasing.

(a) No unit may be leased or rented by a new owner who acquires title to any unit in the Condominium after the effective date of this amendment during the first year (365 days) following transfer of title to a unit, provided that the Board of Directors may approve exceptions to this restriction in cases where the unit owners are unable to occupy their unit based upon a condition which occurs after the time that they purchased their unit and during the first year of ownership. Examples of potential hardship exceptions include job transfers, accidents, or medical situations which prevent the owner from occupying the unit, or other similar hardship situations. If the owner violates this restriction, in addition to the Association's entitlement to injunctive relief requiring removal of the tenant and for damages as a result of the violation, any period of time during which the unit is leased in violation of this restriction will be added to the one-year time period which starts when title to the unit is acquired.

(b) If a unit is currently leased at the time of any sale which takes place after the adoption of this amendment, such lease is not to be renewed by the new owner, and the tenant(s) are to be notified in writing of such non-renewal, with a copy provided to the Association. Additionally, the period of time for which the unit is leased following the acquisition of title by the new owner will not be counted toward the one-year waiting period for new leases. Therefore, the one-year waiting period during which a unit is not to be leased by a new owner will not begin until the end of any lease that is in effect at the time that such new owner takes title to the unit.

END OF ADOPTED AMENDMENT.

Exhibit "A"

I#: 2004369953 BK: 13834 PG: 40, 09/17/2004 at 09:42 AM, RECORDING 5 PAGES
$44.00 KARLEEN F. DE BLAKER, CLERK OF COURT PINELLAS COUNTY, FL BY DEPUTY
CLERK: CLKDM90

PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1964 BAYSHORE BOULEVARD
DUNEDIN, FLORIDA 34698

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
LOCH LOMOND ESTATES, A CONDOMINIUM

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on August 21, 2004, by the affirmative vote of not less than 75% of the unit owners present and voting, the Declaration of Condominium of Loch Lomond Estates, A Condominium, as originally recorded in O.R. Book 5821, Page 1204, et seq., as amended, in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

> The Declaration of Condominium of Loch Lomond Estates, A Condominium is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to the Declaration of Condominium of Loch Lomond Estates, A Condominium."

IN WITNESS WHEREOF, LOCH LOMOND ESTATES, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 3 day of Sept., 2004.

LOCH LOMOND ESTATES, INC.

(Corporate Seal)

By: Frank W Pugni, Pres.
Frank Pugni, President

ATTEST:

Jay Jeffries, Secretary

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BK 78 P. 99-101.

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 13th day of September, 2004, personally appeared before me Frank Pugni, President, and Jay Jeffries, Secretary of LOCH LOMOND ESTATES, INC., and acknowledged the execution of this instrument for the purposes herein expressed.

Sharon L. Pawlowski
NOTARY PUBLIC
My Commission Expires:



SCHEDULE OF AMENDMENTS
TO THE
DECLARATION OF CONDOMINIUM
OF
LOCH LOMOND ESTATES, A CONDOMINIUM

ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE-THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....

1. Article IX, Amendments, Section 1, of the Declaration is amended to read as follows:

Section 1. Except as otherwise provided herein, this Declaration may be amended at any regular or special meeting of unit owners called and noticed in accordance with the Bylaws, by an affirmative vote of ~~seventy-five~~ fifty-one per cent of the unit owners present and voting at a meeting duly called for such purpose.

2. Article XVIII, Sale and Leasing of Condominium Parcels, of the Declaration is revised by adding an entirely new Section 3, Restrictions on Leasing, to read as follows:

XVIII.

Sale and Leasing of Condominium Parcels

Section 1. Sales. A unit owner may sell, convey or transfer a unit only with the approval of the Association to ensure that the new purchaser is aware of all rules and regulations and they have received a copy of the Declaration of this Association which is on file with Pinellas County.

Section 2. Leasing. Units may be rented provided the occupancy is only by the Lessee, his family and guests. No rooms may be rented, nor shall any lease of any unit release or discharge the owner thereof from compliance with any of his obligations and duties as a unit owner.

want to amend this — lift 20% defer rents — on a family member/ive unit?

EXHIBIT "A"

The Association shall be advised of the starting and terminating dates of any Lease Agreement and that the Lessee(s) have been aware of the Restrictions of the Association. The terms of any lease shall not exceed one (1) year, unless such lease is approved by the Board of Directors of the Association.

All of the provisions of this Declaration, and Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a unit as a tenant to the same extent as against a unit owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration of Condominium and Bylaws, and designating the Association as the unit owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

Section 3. Restrictions on Leasing. In the event of a proposed lease of a unit, the owner shall submit a copy of the lease, and such other information as the Board may reasonably require, for consideration and approval by the Board. The Board may require a personal interview of all prospective lessees. In the event a lessee resides more than 25 miles from the Condominium when the lease application is made, the lessee shall meet with the Board within seven (7) days after occupancy. Submission of all such information shall be at least fourteen (14) days prior to the inception of the lease. Approval of a lease shall be granted within fourteen (14) days of the submission of the fully completed lease and application form and such other additional information as may be required by the Board. In addition to requiring submission of the screening form and other information as set forth above, a fee may be imposed in connection with the approval of the proposed lease of $50.00, which may be changed from time to time by the Board of Directors. The Board shall have the authority to consider the credit history, arrest history, history of compliance with rules and regulations or occupant violations of restrictions at other multi-family unit communities in considering whether to approve of a lease or rental, in conjunction with any other factors the Board deems to be relevant.

Due to the multi-family nature of the Condominium Community and problems associated with rule enforcement against nonowners, and the desire to maintain the owners' ability to receive mortgages on their units, there shall be a limitation on leasing of units within the

Condominium. After the effective date of this provision, not more than twenty percent (20%) of the units (7 condominiums) shall be rented or leased at any one time.

The Association, through the Board of Directors, shall have the authority to promulgate rules regarding implementation of this restriction including waiting lists, determination of rental or lease renewals, or other matters to fairly distribute rentals after adoption of this provision.

No condominium, otherwise eligible to be rented shall be rented or leased more than once in any twelve (12) consecutive month period. The term of all leases or rentals shall be twelve (12) months.

Prepared by and return to:

Steven H. Mezer, Esq.
Bush Ross Gardner Warren & Rudy, P.A.
220 S. Franklin Street
Tampa, FL 33602
(813) 224-9255
(813) 223-9620 FAX

KARLEEN F. DE BLAKER, CLERK OF COUR
PINELLAS COUNTY, FLORIDA

90693560 01-12-2001 10:40:34
51 CTF-LOCH LOMOND EST
0000000000
IN: BK: SPG: EPG:
RECORDING 002 PAGES 1 $1(

TOTAL: $1(
P CHECK AMT.TENDERED: $1(
CHANGE: (
BY _____ DEPUTY CLERK

2
102
IN:
FEES
NTF
PAC
REV
TOTAL 102
CK BAL
HG AMT 1

01-012634 JAN-12-2001 10:50AM
PINELLAS CO BK 11188 PG 1539

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF LOCH LOMOND ESTATES, A CONDOMINIUM

We, Frank Pugni, as President and Judith Wirschint, as Secretary, of Loch Lomond Estates, Inc., do hereby certify that by the affirmative vote of seventy-five percent (75%) of the unit owners present and voting of the Association at the annual meeting of the Members of Loch Lomond Estates on December 2, 2000 held in accordance with the Bylaws of this association, the following amendment to the declaration of condominium was duly enacted:

ARTICLE XII, SECTION 3 OF THE DECLARATION OF CONDOMINIUM IS AMENDED TO READ AS FOLLOWS:

~~Overdue Assessments~~

~~A late fee schedule for monthly maintenance will be as follows:~~

~~a. When late one month, a fee of fifteen dollars ($15.00) will apply.~~
~~b. When late the second month, an additional fee of forty-five dollars ($45.00) will apply and a thirty dollar fee ($30.00) will apply each month thereafter.~~

~~Late Annual Reserve Fund Fee~~

~~A ten dollar ($10.00) fee will be levied the day after the due date and every month thereafter until said account is paid in full, inclusive of applicable fines. The reserve fund payment is due on February fifteenth (15th) of each year.~~

CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN CONDOMINIUM PLAT BOOK 78, PAGES 99-101, AND THE DECLARATION OF CONDOMINIUM IS RECORDED IN O.R. BOOK 5821, PAGES 1204, ET SEQ.,

Client 1-22-01

Certificate of Amendment to Declaration of Condominium
Article XII, Section - Loch Lomond Estates, Inc.

The association may charge an administrative late fee in addition to interest in an amount not to exceed the greater of $25 or 5% of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the association shall be applied first to any interest accrued by the association, then to any administrative fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

CODING: **Deletions are indicated by ~~striking through~~ and additions are indicated by underlining.**

LOCH LOMOND ESTATES, INC.
A CONDOMINIUM

By: _____
FRANK PUGNI, President

ATTEST:

_____
JUDITH WIRSCHINT, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 21st day of December, 2000 by FRANK PUGNI and JUDITH WIRSHCINT, President and Secretary, respectively, of Loch Lomond Estates, a Condominium who are personally known to me ✓ or who have produced _____ as identification who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment of the Declaration of Condominium for Loch Lomond Estates, a Condominium and severally acknowledged the execution thereof to be their free act and deed as such offices, for the uses and purposes therein mentioned, and that they have affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

_____
NOTARY PUBIC, STATE OF FLORIDA
At Large
CAROLE L. DUCKWORTH
(Print/Type Notary Signature)
CC 899576
Commission No.

My Commission Expires:

~~Carole L. Duckworth~~
Commission # CC 899576
Expires Feb. 17, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Rules & Regulations
Loch Lomond Estates, a Condominium

Section 1. No unit shall be used for any purpose other than for residential purposes.

Section 2. The common elements and limited common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

Section 3. No nuisance shall be allowed upon the condominium property or within a unit, nor any use or practice that is the source of annoyance to residents of which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.

Section 4. No immoral, improper, offensive or unlawful use shall be made of the condominium property or a unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

Section 5. All unit owners shall keep and maintain their respective units in good condition and repair, and shall promptly pay for all utilities which are separately metered to the unit.

Section 6. Except for name plates of uniform size and design approved by the Board of Directors, no unit owner shall cause any signs to be posted or affixed to any of the common elements or in any unit in which such sign may be seen from the common elements.

Section 7. Unit owners, their families, guests, invitees, or lessees shall in no way deface, mar, alter, repair or replace any part of the common elements or any balcony or terrace which are not part of the unit, and in which event they shall be liable for damages thereto.

Section 8. All common walkways, hallways, balconies, patios, screened sun porches, terraces and passages shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

Section 9. No clothing, bedding, or other similar items, shall be dried or aired in any outdoor area, nor shall any such items be hung, dried or aired on any patio, sun porches, balcony or terrace.

Section 10. All garbage or trash shall be placed in the disposal installations provided for such purposes by the Association.

Section 11. All occupants of units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers that may tend to disturb other occupants.

Section 12. No occupant shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a phonograph or radio loud speaker in such occupant's unit 24 hours a day, if the same disturb or annoy other occupants of the building per Uniform Development Code, Chapter 27, Section 9-2-1 of the City of Dunedin.

Section 13. No unit in this condominium shall be permanently occupied by more than two individuals per bedroom. For purposes of this subsection, individuals shall be defined as members or members' approved lessees.

Section 14. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the common elements, limited common elements, or units.

Section 15. No trucks (except vans used as a primary family vehicle) or other commercial vehicle shall be parked in any parking space except with the written consent of the board of Directors of the Association, except such temporary parking spaces provided for the purpose as may be necessary to effectuate deliveries to the condominium, the Association, or unit owners, or residents. Campers, recreation vehicles and boat trailers may be parked temporarily, not to exceed three (3) days. Thereafter, Association approval from the Board of Directors must be obtained.

Section 16. No new pets will be allowed. Existing pets (particularly dogs) must be on a leash at all times when outside the unit. Dogs must be walked on the grassed area along New York Avenue. Pet owners are responsible for cleaning up after their pet.

Section 17. Unit owners and representative rental agents are to advise their guests, families, invitees and lessees of these restrictions and of the rules and regulations of the Association.

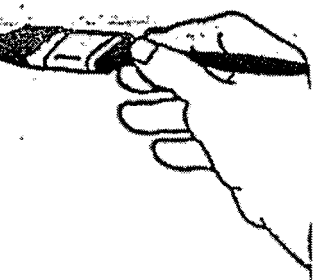
Section 18. Double-parking or parking in an unauthorized or restricted area (e.g., another unit's assigned parking area, driveways or in front of dumpsters or mail boxes) is strictly prohibited. These vehicles parking in unauthorized or restricted areas shall be towed away at the owner's expense.

Article XVIII, Section 1

Sales

A unit owner may sell, convey or transfer a unit only with the approval of the Association to ensure that the new purchaser is aware of all rules and regulations and they have received a copy of the Declaration of this Association which is on file with Pinellas County.

IMPORTANT



All Loch Lomond Residents:

Loch Lomond Document Restrictions include a rule that "**all residents**" must be approved by the Board of Directors. When a person who was originally approved for occupancy moves another individual(s) into the unit – they must submit in writing the person(s) name, phone #, vehicle information and length of stay unless it is a short term visitor (less than 1 month). Please use the attached form to provide that information for the files and an approval.

LOCH LOMOND ESTATES, INC.
APPLICATION

No Pets

FOR PROPOSED PURCHASERS / LESSEES

THE PROPERTY GROUP OF
CENTRAL FLORIDA, INC.
2595 TAMPA ROAD, SUITE H
PALM HARBOR, FL 34684

Note: All applications must be completed in full and submitted to _____ two weeks prior to occupancy. A copy of your signed sale or lease agreement must accompany it. This application will not be considered unless filled in completely and the above is complied with. A person is not a legal resident until this procedure is completed and all requirements are met. MINIMUM RENTAL TIME IS ONE (1) YEAR. NO SUB-LEASES.

DATE: _____

Application to purchase / lease: _____ Unit # _____
Application to lease from: _____ to _____

Name: _____

Spouses name: _____

Current address: _____
Street City State Zip

Phone # _____ Business phone # _____

Business or Profession: _____

Previous address: _____
Street City State Zip

Number of permanent occupants: _____

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

# of automobile(s) _____ Make: _____ Year: _____ License #: _____

Is unit to be used as home or rental ? _____

Have you received a copy of restrictions ? _____ Date: _____
No New Pets Allowed. No commercial vehicles.

Signature: _____ Approval: _____
Purchaser or Lessee Director

Signature: _____ Approval: _____
Purchaser or Lessee Director

Prepared by and return to:

account

Steven H. Mezer, Esq.
Bush Ross Gardner Warren & Rudy, P.A.
220 S. Franklin Street
Tampa, FL 33602
(813) 224-9255
(813) 223-9620 FAX

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA

90693560 01-12-2001 10:40:34
51 CTF-LOCH LOMOND EST
0000000000
IN: BK: SPG: EPG:
RECORDING 002 PAGES 1 $1(

TOTAL: $1(
P CHECK AMT.TENDERED: $1(
CHANGE:
BY _____ DEPUTY CLERK

2
102
LW
IN:
FEES
INTF
PAC
REV
TOTAL 102
CK BAL
HG AMT

01-012634 JAN-12-2001 10:50AM
PINELLAS CO BK 11188 PG 1539

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF LOCH LOMOND ESTATES, A CONDOMINIUM

We,Frank Pugni, as President and Judith Wirschint, as Secretary, of Loch Lomond Estates, Inc., do hereby certify that by the affirmative vote of seventy-five percent (75%) of the unit owners present and voting of the Association at the annual meeting of the Members of Loch Lomond Estates on December 2, 2000 held in accordance with the Bylaws of this association, the following amendment to the declaration of condominium was duly enacted:

ARTICLE XII, SECTION 3 OF THE DECLARATION OF CONDOMINIUM IS AMENDED TO READ AS FOLLOWS:

~~Overdue Assessments~~

~~A late fee schedule for monthly maintenance will be as follows:~~

~~a. When late one month, a fee of fifteen dollars ($15.00) will apply.~~
~~b. When late the second month, an additional fee of forty-five dollars ($45.00) will apply and a thirty dollar fee ($30.00) will apply each month thereafter.~~

~~Late Annual Reserve Fund Fee~~

~~A ten dollar ($10.00) fee will be levied the day after the due date and every month thereafter until said account is paid in full, inclusive of applicable fines. The reserve fund payment is due on February fifteenth (15th) of each year.~~

CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN CONDOMINIUM PLAT BOOK 78, PAGES 99-101, AND THE DECLARATION OF CONDOMINIUM IS RECORDED IN O.R. BOOK 5821, PAGES 1204, ET SEQ.,

Client 1-22-01

PINELLAS COUNTY FLA.
OFF.REC.BK 11188 PG 1540

The association may charge an administrative late fee in addition to interest in an amount not to exceed the greater of $25 or 5% of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the association shall be applied first to any interest accrued by the association, then to any administrative fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

CODING: **Deletions are indicated by ~~striking through~~ and additions are indicated by underlining.**

LOCH LOMOND ESTATES, INC.
A CONDOMINIUM

By: _____
FRANK PUGNI, President

ATTEST:

_____
JUDITH WIRSCHINT, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 21st day of December, 2000 by FRANK PUGNI and JUDITH WIRSHCINT, President and Secretary, respectively, of Loch Lomond Estates, a Condominium who are personally known to me ✓ or who have produced _____ as identification who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment of the Declaration of Condominium for Loch Lomond Estates, a Condominium and severally acknowledged the execution thereof to be their free act and deed as such offices, for the uses and purposes therein mentioned, and that they have affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

_____
NOTARY PUBIC, STATE OF FLORIDA
At Large
CAROLE L. DUCKWORTH
(Print/Type Notary Signature)
#CC 899576
Commission No.

My Commission Expires:

Carole L. Duckworth
Commission # CC 899576
Expires Feb. 17, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

85164564

JOINDER OF MORTGAGEE
IN
DECLARATION OF CONDOMINIUM
OF
LOCH LOMOND ESTATES, A CONDOMINIUM

The undersigned owner and holder of a Promissory Note secured by a Mortgage, recorded in O.R. Book 5692, at page 654, as assigned in O.R. Book 5990, page 1967, of the Public Records of Pinellas County, Florida, encumbering real property described in the Declaration of Condominium for Loch Lomond Estates, a Condominium, recorded in O. R. Book 5821, page 1204, Public Records of Pinellas County, Florida, hereby joins in the making of the Declaration and agrees that the lien of said Mortgage shall be subordinate to the use rights of unit owners in the Condominium. This provision shall not limit the right of the undersigned to foreclose against any unit in said Condominium which has not been formally released from the lien of said Mortgage.

Dated this 6th day of August, 1985.

WITNESSES:

SUNPIER, INC.

By: William Schwah
WILLIAM SCHWAH, President

PROVINCE OF ONTARIO

CITY OF Toronto

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, WILLIAM SCHWAH as President of SUNPIER, INC., to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 6th day of August, 1985.

Allan Zener
NOTARY PUBLIC

My Commission is for Life

RETURN TO: ROLAND FOX, P.A.
P. O. Box 5047
Clearwater, FL 33518

85180190 $ 9.00 R

O.R. 6070 PGS 1164

AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
LOCH LOMOND ESTATES, A CONDOMINIUM

WHEREAS, the original Declaration of Condominium was recorded in O. R. Book 5821, page 1204, and amended in O. R. Book 6056, page 1083, in he Public Records of Pinellas County, Florida, and

WHEREAS, the original Condominium Plat was recorded in Condominium Plat Book 78, page 99 through 101, as amended in Condominium Plat Book 86, pages 80 through 82, and

WHEREAS, the Developer wishes to amend the Declaration of Condominium to include the Certificate of Surveyor signifying that the units are substantially complete,

NOW THEREFORE, the Declaration of Condominium is hereby amended as follows:

1. The Certificate of Surveyor attached hereto, hereinafter referred to as Exhibit "A" is hereby incorporated into the original Declaration of Condominium and made a part hereof by reference.

All other terms and conditions of the Declaration of Condominium not in conflict with this Amendment shall remain in full force and effect.

15 15732528 40 1. 09SE85
40 9.00
TOTAL 9.00 CHK

Witnesses:

SUNLOCK, INC.

By: _____
Steve Szasz, Vice-President

SEP 12 2 25 PM '85

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, STEVE SZASZ as Vice-President of SUNLOCK, INC., to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 9th day of September, 1985.

NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Oct. 21, 1987
Bonded thru General Ins. Underwriters

Original Condominium Plats pertaining hereto are filed in Condominium Pl Book 78 P. 99-101; Condominium Plat Book 86 P. 80-82.

CLK 1 Ck 9.00
D
I
In 9.00 BA

O.R. 6070 PAGE 1185

SURVEYOR'S CERTIFICATE

The undersigned, DAVID F. RAMSEY, being a licensed Surveyor authorized to practice in the State of Florida pursuant to Section 718.104(4)(e) Florida Statutes, hereby certifies that the following units of that certain Condominium known as LOCH LOMOND ESTATES, A CONDOMINIUM, as more fully set forth in the Declaration of Condominium recorded in O.R. Book 5821, page 1204, as amended in O.R. Book 6056, page 1083, that all planned improvements, including but not limited to landscaping, utilities service and access to the unit and common element facilities serving such building as set forth in the Amendment to Declaration of Condominium are substantially complete:

Unit No's. 13, 14, 15, 16, & 17, LOCH LOMOND ESTATES, A CONDOMINIUM, according to plat thereof recorded in Condominium Plat Book 78, pages 99 through 101, as amended in Condominium Plat Book 86, Pages 80 through 82, and being further described in that certain Declaration of Condominium recorded in O.R. Book 5821, page 1204, as amended in O.R. Book 6056, page 1083, Public Records of Pinellas County, Florida.

DFR ENGINEERING, INC.

By: D.F. Ramsey 9-9-85
DAVID F. RAMSEY
Fla. Surveyor # 2545

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, DAVID F. RAMSEY, to ma well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 9th day of September, 1985.

Susan Kelly
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Oct. 25, 1987
Bonded Thru General Ins. Underwriters

EXHIBIT "A"

86020056

O.R. 6160 PAGE 1105

01 Cash 11 Chk
40 Rec 9.00
41 DS
43 Int
Tot 9.00

AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
LOCH LOMOND ESTATES, A CONDOMINIUM

21 24557380 78 1. 30JAN86
40 9.00
TOTAL 9.00 CHK

WHEREAS, the original Declaration of Condominium was recorded in O. R. Book 5821, page 1204, and amended in O. R. Book 6056, page 1083, and as further amended in O. R. Book 6070, page 1164 and 1165, in the Public Records of Pinellas County, Florida, and

WHEREAS, the original Condominium Plat was recorded in Condominium Plat Book 78, page 99 through 101, as amended in Condominium Plat Book 86, pages 80 through 82, and

WHEREAS, the Developer wishes to amend the Declaration of Condominium to include the attached Certificate of Surveyor signifying that the units are substantially complete,

NOW THEREFORE, the Declaration of Condominium is hereby amended as follows:

1. The Certificate of Surveyor attached hereto, hereinafter referred to as Exhibit "A" is hereby incorporated into the original Declaration of Condominium and made a part hereof by reference.

All other terms and conditions of the Declaration of Condominium not in conflict with this Amendment shall remain in full force and effect.

RETURN TO:

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDO PLAT BOOK 78 PAGES 99 TO 101

Witnesses:

SUNLOCK, INC.

By: Steve Szasz, Vice-President

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, STEVE SZASZ as Vice-President of SUNLOCK, INC., to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 29th day of January, 1986.

NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Oct. 25, 1987
Bonded Thru General Ins. Underwriters

O.R. 6160 PAGE 1108

SURVEYOR'S CERTIFICATE

The undersigned, DAVID F. RAMSEY, being a licensed Surveyor authorized to practice in the State of Florida pursuant to Section 718.104 (4) (e) Florida Statutes, hereby certifies that the following units of that certain Condominium known as LOCH LOMOND ESTATES, A CONDOMINIUM, as more fully set forth in the Declaration of Condominium recorded in O.R. Book 5821, page 1204, as amended in O.R. Book 6056, page 1083, that all planned improvements, including but not limited to landscaping, utilities service and access to the unit and common element facilities serving such building as set forth in the Amendment to Declaration of Condominium are substantially complete:

Unit No's 18, 19, 20 & 21, LOCH LOMOND ESTATES, A CONDOMINIUM, according to plat thereof recorded in Condominium Plat Book 78, pages 99 through 101, as amended in Condominium Plat Book 86, Pages 80 through 82, and being further described in that certain Declaration of Condominium recorded in O.R. Book 5821, page 1204, as amended in O.R. Book 6056, page 1083, Public Records of Pinellas County, Florida.

DFR ENGINEERING, INC.

By: David F. Ramsey

DAVID F. RAMSEY
Fla. Surveyor # 2545

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, DAVID F. RAMSEY, to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purpose therein expressed.

WITNESS MY HAND AND OFFICIAL SEAL THIS 6th DAY OF DECEMBER, 1985.

Barbara J. McGuire
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT 3,1989
BONDED THRU GENERAL INS. UND.

EXHIBIT "A"

86056069

RETURN TO: FOX and FOX, P.A.
P. O. Box 5047
Clearwater, FL 33518

O.R. 6188 PAGE 540

AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
LOCH LOMOND ESTATES, A CONDOMINIUM

WHEREAS, the original Declaration of Condominium was recorded in O. R. Book 5821, page 1204, and amended in O. R. Book 6056, page 1083; O. R. Book 6070, page 1164 and 1165, and as further amended in O. R. Book 6160, page 1105 and 1106, in the Public Records of Pinellas County, Florida, and

WHEREAS, the original Condominium Plat was recorded in Condominium Plat Book 78, page 99 through 101, as amended in Condominium Plat Book 86, pages 80 through 82, and

WHEREAS, the Developer wishes to amend the Declaration of Condominium to include the attached Certificate of Surveyor signifying that the units are substantially complete,

NOW THEREFORE, the Declaration of Condominium is hereby amended as follows:

1. The Certificate of Surveyor attached hereto, hereinafter referred to as Exhibit "A" is hereby incorporated into the original Declaration of Condominium and made a part hereof by reference.

All other terms and conditions of the Declaration of Condominium not in conflict with this Amendment shall remain in full force and effect.

Witnesses:

SUNLOCK, INC.

By: _____
Steve Szasz, Vice-President

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, STEVE SZASZ as Vice-President of SUNLOCK, INC., to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 14th day of March, 1986.

NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Oct 25, 1987
Bonded Thru General Ins. Underwriters

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDO PLAT BOOK 78 PAGES 99 TO 101.

O.R. 6188 PAGE 541

SURVEYOR'S CERTIFICATE

The undersigned, David F. Ramsey, being a licensed Surveyor authorized to practice in the State of Florida pursuant to section 718.104 (4) (e) Florida Statutes, hereby certifies thay the following units of that certain CONDOMINIUM known as LOCH LOMOND ESTATES, A CONDOMINIUM, as more fully set forth in the Declaration of Condominium recorded in O. R. Book 6056, Page 1083, that all planning improvements, including but not limited to landscaping, utilities service and asscess to the unit and common element facilities serving such building as set forth in the Amendment to Declaration of Condominium are substantilly complete:

Units No. 1, 2, 3, 4, 5, and 6, LOCH LOMOND ESTATES, A CONDOMINIUM, according to the plat thereof as recorded in Condinium Plat Book 78, Pages 99 through 101, as amended in Condominium Plat Book 86, Pages 80 through 82, being further described in that certain Declaration of Condominium recorded in O. R. Book 5821, Page 1204, as amended in O. R. Book 6056, Page 1083, Public Records of Pinellas County, Florida.

DFR Engineering, Inc.

By: David F. Ramsey
David F. Ramsey
Fl. Surveyor #2545

STATE OF FLORIDA
COUNTY OF PASCO

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, David F. Ramsey, to me well known to be the person described in ans who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for purpose therein expressed.

Witness my hand and official seal this 27th day of February 1986.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

Exhibit "A"

O.R. 6056 PAGE 1083

85173017

AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
LOCH LOMOND ESTATES, A CONDOMINIUM

WHEREAS, the original Declaration of Condominium was recorded in O. R. Book 5821, page 1206, in the Public Records of Pinellas County, Florida, and

WHEREAS, the Developer wishes to amend the Declaration of Condominium to include the Certificate of Surveyor signifying that the units are substantially complete,

NOW THEREFORE, the Declaration of Condominium is hereby amended as follows:

1. The Certificate of Surveyor attached hereto, hereinafter referred to as Exhibit "A" is hereby incorporated into the original Declaration of Condominium and made a part hereof by reference.

All other terms and conditions of the Declaration of Condominium not in conflict with this Amendment shall remain in full force and effect.

Witnesses:

SUNLOCK, INC.

By: Mario Correale, President

PROVINCE OF ONTARIO

CITY OF TORONTO

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, MARIO CORREALE as President of SUNLOCK, INC., to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 6th day of August, 1985.

Allan Zeev
NOTARY PUBLIC

My Commission is for Life

ORIGINAL CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 78 PAGES 77-101
CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 86 PAGES 80 thru 82 incl.

Prepared by and Return to:
Roland Fox P.A.
P.O. Box 3047
Clearwater, FL.
33518

O.R. 6056 PAGE 1084

SURVEYOR'S CERTIFICATE

The undersigned, GORDON F. KILLION, being a licensed Surveyor authorized to practice in the State of Florida pursuant to Section 718.104(4)(e) Florida Statutes, hereby certifies that the following units of that certain Condominium known as LOCH LOMOND ESTATES, A CONDOMINIUM, as more fully set forth in the Declaration of Condominium recorded in O.R. Book 5821, page 1204, and that all planned improvements, including but not limited to landscaping, utilities service and access to the unit and common element facilities serving such building as set forth in the revised plot plan attached hereto and incorporated by reference to this Amendment to the Declaration of Condominium are substantially complete:

Unit No's. 22, 23, LOCH LOMOND ESTATES, A CONDOMINIUM, according to plat thereof recorded in Condominium Plat Book 78, pages 99 through 101, and being further described in that certain Declaration of Condominium recorded in O.R. Book 5821, page 1204, Public Records of Pinellas County, Florida.

GORDON F. KILLION AND ASSOC'S, INC.

By: Gordon F. Killion
GORDON F. KILLION, R.L.S. NO. 3136

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, GORDON F. KILLION, to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 14th day of August, 1985.

NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires July 19, 1988

EXHIBIT "A"

Page 1 of 4

O.R. 6056 PAGE 1085

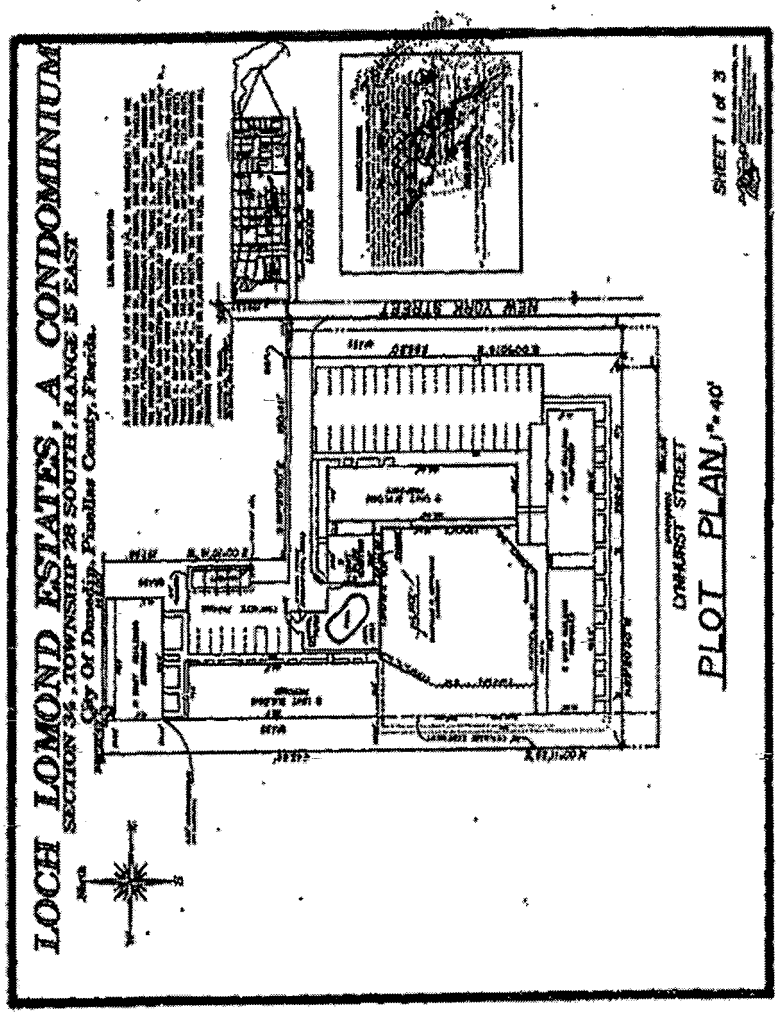


Exhibit "A"

Page 2 of 4

O.R. 6056 PAGE 1086

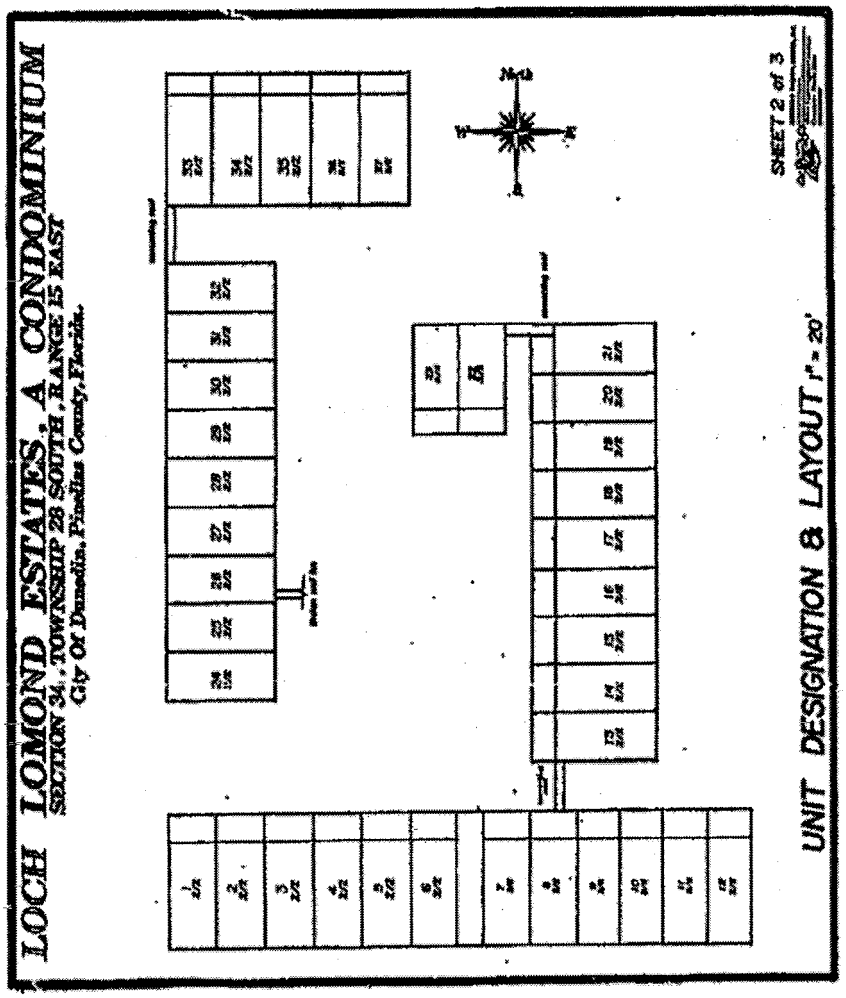


Exhibit "A"

Page 3 of 4

O.R. 0056 PAGE 1087

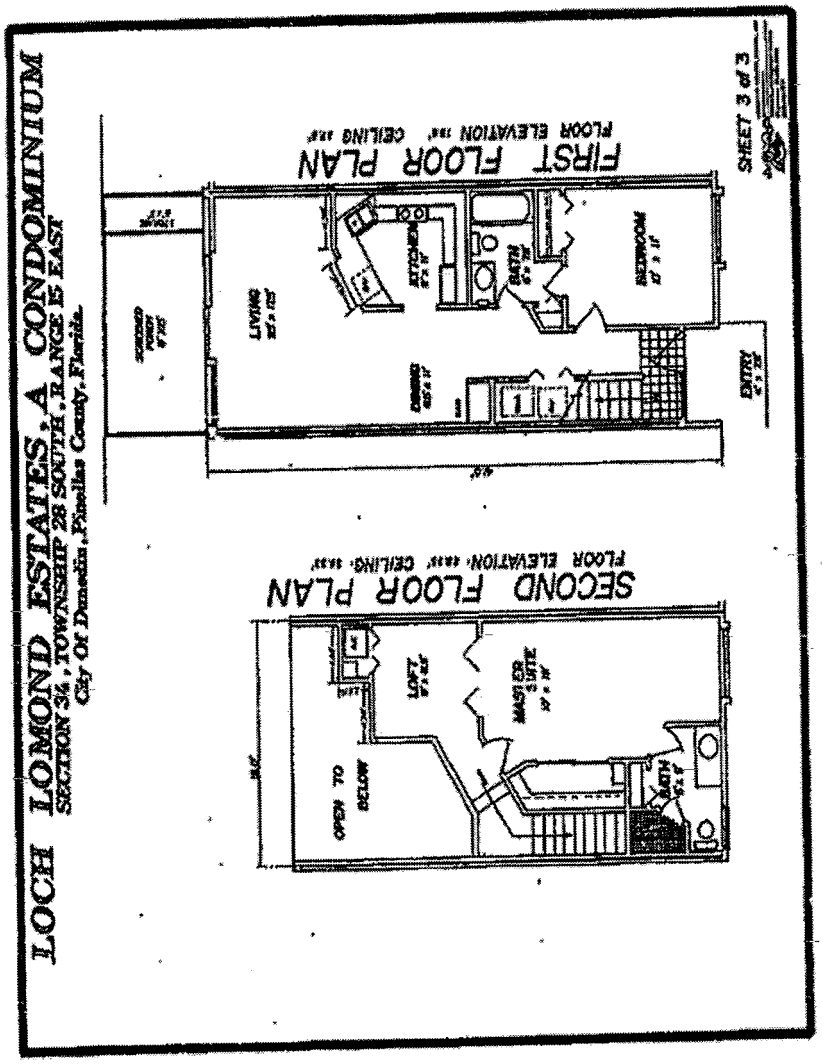


Exhibit "A"

Page 4 of 4

86238943

O.R. 6335 PAGE 625

AMENDMENT
TO
DECLARATION
OF
LOCH LOMOND ESTATES, A CONDOMINIUM

WHEREAS, the original Declaration of Condominium was recorded in O. R. Book 5821, page 1206, and amended in O. R. Book 6056, page 1083; O. R. Book 6070, page 1164 and 1165; O. R. Book 6160, page 1105 and 1106, and as further amended in O. R. Book 6188, page 540, in the Public Records of Pinellas County, Florida, and

WHEREAS, the original Condominium Plat was recorded in Condominium Plat Book 78, page 99 through 101, as amended in Condominium Plat Book 86, pages 80 through 82, and

WHEREAS, the Developer wishes to amend the Declaration of Condominium to include the attached Certificate of Surveyor signifying that the units are substantially complete,

NOW THEREFORE, the Declaration of Condominium is hereby amended as follows:

1. The Certificate of Surveyor attached hereto, hereinafter referred to as Exhibit "A" is hereby incorporated into the original Declaration of Condominium and made a part hereof by reference.

All other terms and conditions of the Declaration of Condominium not in conflict with this Amendment shall remain in full force and effect.

ORIGINAL CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 78, PAGES 99 through 101, and CONDOMINIUM PLAT BOOK 86, PAGES 80 through 82, INCLUSIVE.

Witnesses:

SUNLOCK, INC.

By: _____
Steve Szasz, Vice-President

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, STEVE SZASZ as Vice-President of SUNLOCK, INC., to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 6th day of October, 1986.

NOTARY PUBLIC

My Commission Expires:

RETURN TO: Fox and Fox, P.A.
P. O. Box 5047
Clearwater, FL 33518

EXHIBIT "A"

O.R. 6335 PAGE 626

SURVEYOR'S CERTIFICATE

The undersigned, DAVID F. RAMSEY, being a licensed Surveyor authorized to practice in the State of Florida pursuant to Section 718.104 (4) (e) Florida Statutes, hereby certifies that the following units of that certain Condominium known as LOCH LOMOND ESTATES, A CONDOMINIUM, as more fully set forth in the Declaration of Condominium recorded in O. R. Book 5821, Page 1204, as amended in O. R. Book 6056, Page 1083, that all planned improvements, including but not limited to landscaping, utilities service and access to the unit and common element facilities serving such building as set forth in the Amendment to the Declaration of Condominium are substantially complete:

Units No's 7, 8, 9, 10, 11 and 12, LOCH LOMOND ESTATES, A CONDOMINIUM, according to the plat thereof as recorded in Condominium Plat Book 78 Pages 99 through 101, as amended in Condominium Plat Book 85, Pages 80 through 82, and being further described in that certain Declaration of Condominium recorded in O. R. Book 5821, Page 1204, as amended in O. R. Book 6056, Page 1083, Public Records of Pinellas County, Florida.

DVR ENGINEERING, INC

By: David F Ramsey
David F. Ramsey
Fl. Surveyor # 2545

STATE OF FLORIDA
COUNTY OF PASCO

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, DAVID F. RAMSEY, to me well known to be the person described in and who executed the foregoing instrument and who has voluntarily for the purposes therein expressed.

WITNESS MY HAND AND OFFICIAL SEAL THIS 11TH DAY OF [illegible] 1966.

My Comission Expires:

Charles Washington
Notary Public

EXHIBIT "A"

IMAGE01 : FL-00-50914-2 10/10/2000 12:12:02pm

RTURN TO: FOX AND FOX, P.A.
P. O. Box 5047
Clearwater, FL
33518-5047

01 Cash 11 CHG
Rec 10.50
DS
43 Int
Tot 10.50M

AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
LOCH LOMOND ESTATES, A CONDOMINIUM

O.R. 6541 PG 1567

87181360

WHEREAS, the original Declaration of Condominium was recorded in O. R. Book 5821, page 1204, and amended in O. R. Book 6056, page 1083; O. R. Book 6070, page 1164 and 1165; O. R. Book 6160, page 1105 and 1106; O. R. Book 6188, page 540; and as further amended in O.R. Book 6335, page 625, in the Public Records of Pinellas County, Florida, and

WHEREAS, the original Condominium Plat was recorded in Condominium Plat Book 78, page 99 through 101, as amended in Condominium Plat Book 86, pages 80 through 82, and

WHEREAS, the Developer wishes to amend the Declaration of Condominium and the Condominium Plat to include the attached Certificate of Surveyor signifying that the units are substantially complete and changing the interior configurations of Units 24 through 32, inclusive.

NOW THEREFORE, the Declaration of Condominium is hereby amended as follows:

1. The Certificate of Surveyor and amended plat attached hereto, hereinafter referred to as Exhibit "A" is hereby incorporated into the original Declaration of Condominium and made a part hereof by reference.

All other terms and conditions of the Declaration of Condominium not in conflict with this Amendment shall remain in full force and effect.

Witnesses:

JUL 17 10 39 AM 87 SUNLOCK, INC.

Robin M. Hopper

Marla S. Braun

By: Steve Szasz, Vice-President

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, STEVE SZASZ as Vice-President of SUNLOCK, INC., to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 18th day of June, 1987.

Marla S. Braun
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 10, 1989
BONDED THROUGH NORTH-AMERICAN INS. INC.

O.R. 6541 PAGE 1568

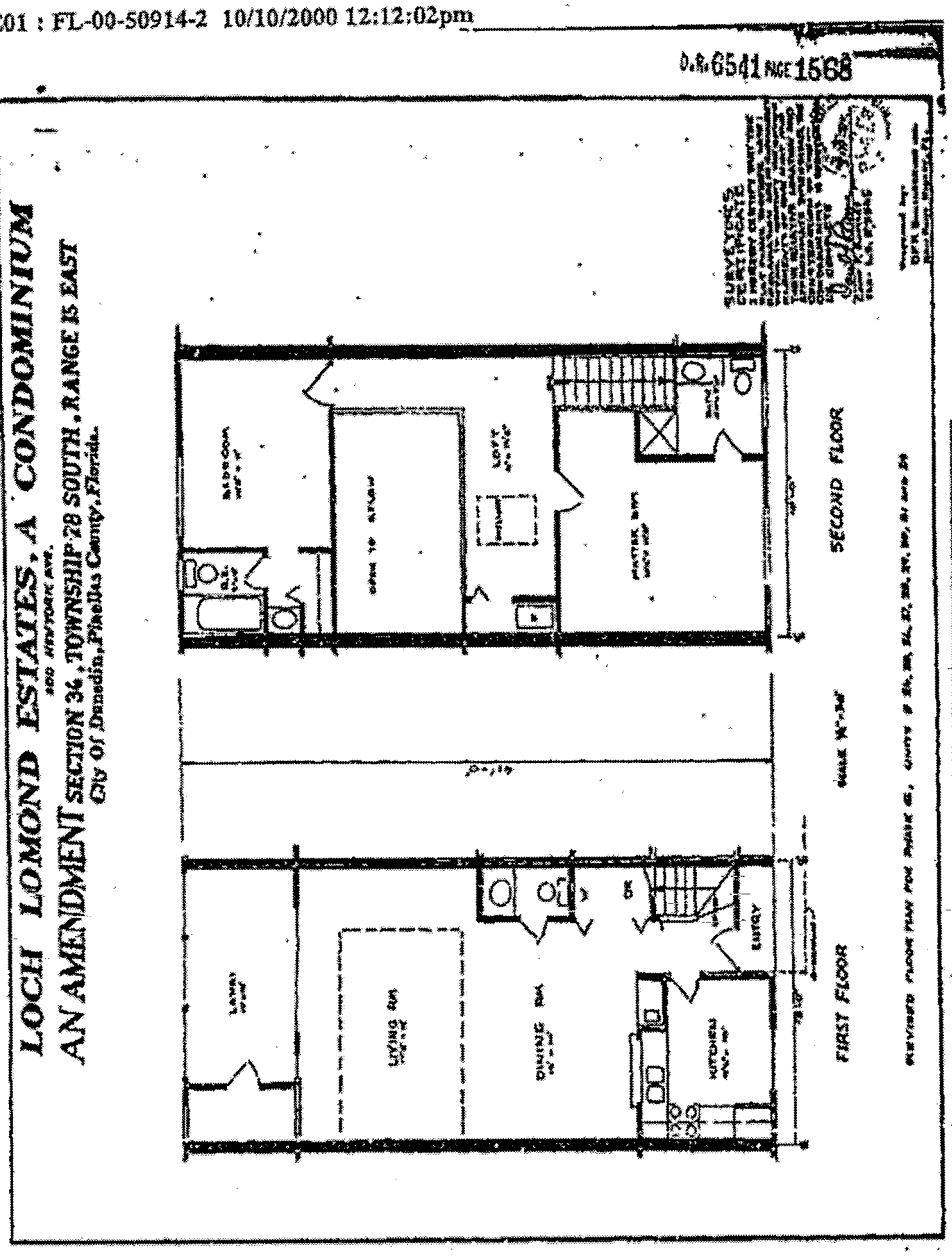


EXHIBIT "A"

INST # 94-094336
APR 14, 1994 12:57PM

PINELLAS COUNTY FLA.
OFF.REC.BK 8616 PG 2190

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM

OF

LOCH LOMOND, ESTATES, A CONDOMINIUM

Certificate of Amendment to Declaration of Condominium for Loch Lomond, Estates, A Condominium.

The undersigned officers of Loch Lomond, Estates, A Condominium, do hereby make, subscribe and acknowledge and record this Certificate of Amendment together with Exhibit "A" attached hereto, after unanimous adoption of a resolution by the Board of Directors proposing said amendments, the same were duly adopted at the Annual Meeting of the Association held on the 22nd day of October, 1993, duly noticed as required by the corporate documents and by Florida law. At that meeting, upon motion duly made and seconded, the Association by an affirmative vote of more than 75% of the unit owners present and voting, as required by the Declaration of Condominium, voted to amend the Declaration of Condominium, as the same were originally recorded in O.R. Book 5821, page 1204, et seq., and as depicted in condominium plat pertaining thereto recorded in Condominium Plat Book 78, page 99-101, inclusive, all in the public records of Pinellas County, Florida, as the same may have further been amended.

IN WITNESS WHEREOF, the President and Secretary of said corporation executed this Certificate of Amendment and caused the corporate seal to be affixed this 4TH day of APRIL, 1994.

Attest:

ALICE BERGI

LOCH LOMOND, ESTATES

By: _____ (SEAL)
President
DAVID GAREY

CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN CONDOMINIUM PLAT BOOK 78, PAGES 99-101, INCLUSIVE, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

RETURN TO

Prepared by: Nancy Parker
400 Redland Cr
Clearwater, Fla.

DAVID GAREY
3600 NEW YORK AVE
UNIT 18
DUNEDIN, FLA. 34698

PINELLAS COUNTY FLA.
OFF.REC.BK 8616 PG 2191

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JOANNE TOMEK, to me personally known to be the individual described in and who executed the foregoing instrument or who has produced CANADIAN DRIVERS LICENSE as identification and who did take an oath and he/she acknowledged before me that he/she executed the same for the purposes therein expressed.

WITNESS my hand and official seal at CLEARWATER, said County and State, this 4TH day of APRIL, 1994.

Joanne Tomek
Print Name JOANNE TOMEK
Notary Public
My Commission Expires:

OFFICIAL NOTARY SEAL
JOANNE TOMEK
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC [illegible]
MY COMMISSION EXP. APR. 1, 1997

PINELLAS COUNTY FLA.
OFF.REC.BK 8616 PG 2192

EXHIBIT A

Article VIII. Voting Rights shall be amended as follows:

Each condominium parcel shall be entitled to one vote which shall be cast by the respective unit owner. In the event a unit is owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit. Voting may be by proxy in accordance with the provisions of the Bylaws of the Condominium Association. Voting may be by proxy in accordance with the then existing provisions of Chapter 718, Florida Statutes.

Article XII. Assessments shall be amended as follows:

Section 2. If an institutional mortgagee obtains title to a condominium parcel as the result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, said mortgagee shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner thereof which became due prior to acquisition of title by said mortgagee, unless the share is secured by a claim of lien for assessments that is recorded prior to recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels, including such acquirer, his successors and assigns, subject only to limitations as may be placed on the Association pursuant to Chapter 718, Florida Statutes.

Article XVII. Restrictions shall be amended as follows:

Section 8. All common walkways, hallways, balconies, patios, screened sunporches, terraces and passages shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

Section 9. No clothing, bedding, or other similar items, shall be dried or aired in any outdoor area, nor shall any such items be hung, dried or aired on any patio, screened sunporches, balcony or terrace.

Section 17. Pets shall be limited to dogs and cats that can be easily carried in the common areas; pets which are the property of the unit owner or long-term lessee (lessee of one year or more), and shall be limited to one (1) pet per unit, and such pets shall at all times outside the unit be on a leash. Dogs must be walked only on the grass area adjacent to the front parking lot along New York Ave., except that dogs may be walked on other parts of the property for the sole purpose of getting to the designated area. Pet owners are responsible for cleaning up after their pet.

Section 18. Unit owners and representative rental agents are to advise their guests, families, invitees and lessees of these restrictions and of the rules and regulations of the Association.

Section 19. Double parking or parking in an unauthorized or restricted area, (e.g. another unit's assigned parking area, driveways or in front of dumpsters or mail boxes) is strictly prohibited. Unit owners, family members, guests, invitees or lessees who are affected by unauthorized parking shall park in the visitor's parking area and advise the on-site manager of the problem. The on-site manager will take the appropriate action to resolve the problem. Those vehicles parking in unauthorized or restricted areas shall be towed away at the owner's expense.

Section 20. Violations of the Associations Restrictions, Rules or Bylaws by owners, their family, guests, invitees or lessees will be subject to a verbal first warning in respect to the nature of the violation; a second written warning by the Association in respect to the same violation by unit owners, their families, guests, invitees or lessees will be sent to the unit owner who will be responsible to advise the violators and request that they immediately take the necessary action to

correct the violation to meet with the Association's Restrictions, Rules or Bylaws. If the violation persists, a second written notice will be sent to the unit owner by certified mail by the Association requesting an explanation and a resolution to the violation. The unit owner must reply within fifteen (15) business days of the date of the Association's notice and may request a hearing before the Board of Directors. If no response is received by the Association within the above time period, a fine will be levied against the unit owner; said fine shall be at the highest rate permissible by the Florida Statutes or as decided upon by the Board of Directors of the Association. Non-payment of fines in respect to violation of the Association's restrictions shall result in the placement of a lien against the unit owner's property, as permitted by law.

Article XVIII. Sale and Leasing of Condominium Parcels shall be amended as follows:

Section 2. Leasing. Units may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented, nor shall any lease of any unit release or discharge the owner thereof from compliance with any of his obligations and duties as a unit owner.

The Association shall be advised of the starting and terminating dates of any Lease Agreement and that the Lessee(s) have been made aware of the Restrictions of the Association. The terms of any Lease shall not exceed one (1) year, unless such lease is approved by the Board of Directors of the Association.

All of the provisions of this Declaration, and Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a unit as a tenant to the same extent as against a unit owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration of Condominium and Bylaws, and designating the Association as the unit owner's agent for the purpose of and with the authority to terminate any such

lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

Article XIX. Unit Boundaries shall be amended as follows:

Section 3. Any patio, screened sunporch and terrace serving a unit shall be considered a limited common element for the exclusive use of the unit owner and shall not be considered part of the unit.

Article XX. Maintenance, Alteration and Improvement shall be amended as follows:

Section 2. Common elements and limited common elements.

(a) By Association. The maintenance and operation of the common elements and limited common elements shall be the responsibility and the expense of the Association, except as specified in this Declaration.

(b) By the unit owner. Notwithstanding the prior paragraph, each unit owner shall be responsible for the interior maintenance of his storage room and periodic sweeping and cleaning of his open balcony, screened sunporch and terrace.

Otherwise, the Declaration of Condominium shall remain in full force and effect as originally recorded.

INST # 95-088525
APR 17, 1995 10:06AM

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
LOCH LOMOND ESTATES INC., A CONDOMINIUM

PINELLAS COUNTY FLA.
OFF.REC.BK 8966 PG 71

The undersigned officers of Loch Lomond Estates inc., a Condominium, do hereby make, subscribe and acknowledge and record this Certificate of Amendment, together with Exhibit "A" attached hereto, after unanimous adoption of a resolution by the Board of Directors proposing said amendments, the same were duly adopted at a Special Meeting of the Association held on the 15th day of February, 1995, duly noticed as required by the corporate documents and by Florida law. At that meeting, upon motion being duly made and seconded, the Association by an affirmative vote of more than 75% of the unit owners present and voting, as required by the Declaration of Condominium, voted to amend the Declaration, as the same were originally recorded in O.R. Book 5821, page 1204, et seq., and as depicted in condominium plat pertaining thereto recorded in Condominium Plat Book 78, page 99 - 101, inclusive, all in the public records of Pinellas County, Florida, as the same may have further been amended.

RECORDING 18.00
$ ____
TF ____
MTF ____
C ____
RV ____
SC 3.00
TOTAL 21.00
GW

IN WITNESS WHEREOF, the President and Secretary of said corporation executed this Certificate of Amendment and caused the corporate seal to be affixed this 17 day of April, 1995.

Attest:

Loch Lomond Estates Inc.

President

CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN CONDOMINIUM PLAT BOOK 78, PAGES 99 - 101, INCLUSIVE, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

Reviewed by Nancy Paikoff (Attorney at Law)
400 Cleveland St., 8th floor,
Clearwater, Fla. 34615.

RETURN TO
DAVID GAREY
500 NEW YORK AVE
APT 18
DUNEDIN, FL 34698

EXHIBIT "A"

PINELLAS COUNTY FLA.
OFF.REC.BK 8966 PG 72

DELETE IN ITS ENTIRETY XII ASSESSMENTS, SECTION 1 AND REPLACE WITH THE FOLLOWING WORDING HEREIN.

XII
ASSESSMENTS

SECTION 1:
Common expenses including those required under any management contract, shall be assessed against each condominium parcel owner by the Association as provided in paragraph VII hereof. Assessments shall be due and payable on the 1st day of each month. Assessments thereon paid on or before ten (10) days after the date when due shall not be subject to a late fee fine but all sums not paid on or before ten (10) days after the date when due shall have a $15.00 (fifteen dollar) late fee fine levied each month said assessments are in arrears. All payments on account shall first be applied to the late fee fine and then to the assessment present due. All assessments, including reasonable attorney's fees, late fee fines and other costs to collect the same, shall be secured by a lien against the condominium parcel against which it was made after (90) ninety days of non payment of assessments. Such lien shall be effective upon recording in the Public Records of Pinellas County, Florida, a claim of lien stating the description of the parcel, the owners name, the amount due and the date due, the lien shall continue in effect until paid in full. Said lien shall date back to the date of this Declaration and shall be prior to the creation of any homestead status or any subsequent lien or encumbrance, except that said lien shall be subordinate and inferior to that of any institutional first mortgage.

David Gazey
DAVID GAZEY

STATE OF FLORIDA
COUNTY OF PINELLAS

I hereby certify, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DAVID GAZEY, to me personally known to be the individual described in and who executed the foregoing instrument or who has produced CANADIAN DRIVERS LICENSE as identification and who did take an oath and he/she acknowledged before me that he/she executed the same for the purposes therein expressed.

Witness my hand and seal at CLEARWATER, FLORIDA, said County and State, this 17TH day of April, 1995.

Joanne Tomek
Print Name JOANNE TOMEK
Notary Public
My Commission Expires:

OFFICIAL NOTARY SEAL
JOANNE TOMEK
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC293696
MY COMMISSION EXP. APR 14 1997

PINELLAS COUNTY FLA.
OFF. REC. REC 8665 PG 73

95177784 SJW 04-17-1995 10:32:05
01 CTF-LOCH LOMOND EST

RECORDING	1	$15.00
SERVICE CHARGE	8	$2.00
TOTAL:		$17.00
CASH AMT. TENDERED:		$20.00
CHANGE:		$3.00

INST # 98-092423
MAR 27, 1998 9:27AM

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM

PINELLAS COUNTY FLA.
OFF.REC.BK 10038 PG 1547

OF

LOCH LOMOND, ESTATES, A CONDOMINIUM

Certificate of Amendment to Declaration of Condominium for Loch Lomond, Estates, A Condominium.

The undersigned officers of Loch Lomond, Estates, A Condominium, do hereby make, subscribe and acknowledge and record this Certificate of Amendment, together with Exhibit "A" attached hereto, after unanimous adoption of a resolution by the Board of Directors proposing said amendments, the same were duly adopted at the Annual Meeting of the Association held on the 14th day of September, 1996, duly noticed as required by the corporate documents and by Florida law. At that meeting, upon motion duly made and seconded, the Association by an affirmative vote of more than 75% of the unit owners present and voting, as required by the Declaration of Condominium, voted to amend the Declaration of Condominium, as the same were originally recorded in O.R. Book 5821, page 1204, et seq., and as depicted in condominium plat pertaining thereto recorded in Condominium Plat Book 78, page 99-101, inclusive, all in the public records of Pinellas County, Florida, as the same may have further been amended.

01 RECORDING
REC 15.00
DS
INT
FEES 2.00
MTF
P/C 3.00
CERT 1.00
TOTA 21.00
pa

IN WITNESS WHEREOF, the President and Vice President of said corporation executed this Certificate of Amendment and caused the corporate seal to be affixed this 27 day of MARCH 1998.

Attest:

LOCH LOMOND, ESTATES

By L. Brittain (SEAL)
President

By
Vice President

CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN CONDOMINIUM PLAT BOOK 78, PAGES 99-101, INCLUSIVE, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

Reviewed by La Belle & Associates, P.A.
3446 Lake Dr.
Palm Harbor, Florida 34683

PREPARED BY - D. CAZEY
R. BRITTAIN
#31-500 NEW YORK AVE
DUNEDIN FL
34698

RETURN TO

PINELLAS COUNTY FLA.
OFF.REC.BK 10038 PG 1548

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, R. Brittain and George W. Townsend, to me personally known to be the individuals described in and who executed the foregoing instrument or who have produced Valid Driver's Licenses as identification and who did take an oath and they acknowledged before me that they executed the same for the purpose therein expressed.

WITNESS my hand and official seal at Clearwater, said County and State, this 27 day of March, 1998.

Sophia Snyder

Print Name: Sophia Snyder
Notary Public
My Commission Expires:

OFFICIAL NOTARY SEAL
SOPHIA SNYDER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC504823
MY COMMISSION EXP. OCT. 24,1999

5CD94840 PAD 03-27-1998 09:26:57
01 CTF-LOCH LOMOND, ESTATES

RECORDING	1	$15.00
OFFICIAL COPIES	5	$3.00
CERTIFCATION	6	$1.00
SERVICE CHARGE	8	$2.00
TOTAL:		$21.00
CASH AMT. TENDERED:		$21.00
CHANGE:		$.00

EXHIBIT A

Article XII, Section 3

PINELLAS COUNTY FLA.
OFF.REC.BK 10038 PG 1549

This is a new section under assessments:

Overdue Assessments

A late fee schedule for monthly maintenance will be as follows:

a. When late one month, a fee of fifteen dollars ($15.00) will apply.
b. When late the second month, an additional fee of forty-five dollars ($45.00) will apply and a thirty dollar fee ($30.00) will apply each month thereafter.

Maintenance Assessments (monthly)

When overdue thirty days (30), a notice will be sent. When overdue sixty days (60), a lien notice will be sent by certified mail. When overdue ninety days (90), a lien will be placed on the unit and foreclosure proceedings will commence.

Late Annual Reserve Fund Fee

A ten dollar ($10.00) fee will be levied the day after the due date and every month thereafter until said account is paid in full, inclusive of applicable fines. The reserve fund payment is due on February fifteenth (15th) of each year.

Article XVII, Section 17

Delete this section in its entirety and replace with the following:

No new pets will be allowed. Existing pets (particularly dogs) must be on a leash at all times when outside the unit. Dogs must be walked only on the grassed area along New York Avenue. Pet owners are responsible for cleaning up after their pet.

Article XVIII, Section 1

Sales

A unit owner may sell, convey or transfer a unit only with the approval of the Association to ensure that the new purchaser is aware of all rules and regulations and they have received a copy of the Declaration of this Association which is on file with Pinellas County.

INST # 98-092423
MAR 27, 1998 9:27AM

PINELLAS COUNTY FLA.
OFF.REC.BK 10038 PG 1547

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM

OF

LOCH LOMOND, ESTATES, A CONDOMINIUM

Certificate of Amendment to Declaration of Condominium for Loch Lomond, Estates, A Condominium.

The undersigned officers of Loch Lomond, Estates, A Condominium, do hereby make, subscribe and acknowledge and record this Certificate of Amendment, together with Exhibit "A" attached hereto, after unanimous adoption of a resolution by the Board of Directors proposing said amendments, the same were duly adopted at the Annual Meeting of the Association held on the 14th day of September, 1996, duly noticed as required by the condominium documents and by Florida law. At that meeting, upon motion duly made and seconded, the Association by an affirmative vote of more than 75% of the unit owners present and voting, as required by the Declaration of Condominium, voted to amend the Declaration of Condominium, as the same were originally recorded in O.R. Book 5821, page 1204, et seq., and as depicted in condominium plat pertaining thereto recorded in Condominium Plat Book 78, page 99-101, inclusive, all in the public records of Pinellas County, Florida, as the same may have further been amended.

RECORDING $ 15.50
$ 2.00
3.00
$ 1.00
27.00

IN WITNESS WHEREOF, the President and Vice President of said corporation executed this Certificate of Amendment and caused the corporate seal to be affixed this 27 day of MARCH 1998.

Attest:

LOCH LOMOND, ESTATES

By R. Brittain (SEAL)
President

By [signature]
Vice President

CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN CONDOMINIUM PLAT BOOK 78, PAGES 99-101, INCLUSIVE, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

Reviewed by La Belle & Associates, P.A.
3446 Lake Dr.
Palm Harbor, Florida 34683

PREPARED BY - D. CAZEY
R. BRITTAIN
1931 SUO NEW YORK AVE
DUNEDIN FL
34698

RETURN TO

PINELLAS COUNTY FLA.
OFF.REC.BK 10038 PG 1548

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, R. Brittain and George W. Townsend, to me personally known to be the individuals described in and who executed the foregoing instrument or who have produced Valid Driver's Licenses as identification and who did take an oath and they acknowledged before me that they executed the same for the purpose therein expressed.

WITNESS my hand and official seal at Clearwater, said County and State, this 27 day of March, 1998.

Sophia Snyder

Print Name Sophia Snyder
Notary Public
My Commission Expires:

OFFICIAL NOTARY SEAL
SOPHIA SNYDER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC504823
MY COMMISSION EXP. OCT. 24,1999

5CD94840 PAD 03-27-1998 07:26:57
01 CTF-LOCH LOMOND ESTATES

RECORDING	1	$15.00
OFFICIAL COPIES	5	$5.00
CERTIFCATION	6	$1.00
SERVICE CHARGE	0	$0.00
TOTAL:		$21.00
CASH AMT. TENDERED:		$21.00
CHANGE:		$0.00

EXHIBIT A

Article XII, Section 3

PINELLAS COUNTY FLA.
OFF.REC.BK 10038 PG 1549

This is a new section under assessments:

Overdue Assessments

A late fee schedule for monthly maintenance will be as follows:

a. When late one month , a fee of fifteen dollars ($15.00) will apply.
b. When late the second month, an additional fee of forty-five dollars ($45.00) will apply and a thirty dollar fee ($30.00) will apply each month thereafter.

Maintenance Assessments (monthly)

When overdue thirty days (30), a notice will be sent. When overdue sixty days (60), a lien notice will be sent by certified mail. When overdue ninety days (90), a lien will be placed on the unit and foreclosure proceedings will commence.

Late Annual Reserve Fund Fee

A ten dollar ($10.00) fee will be levied the day after the due date and every month thereafter until said account is paid in full, inclusive of applicable fines. The reserve fund payment is ~~due~~ date on February fifteenth (15th) of each year.

Article XVII, Section 17

Delete this section in its entirety and replace with the following:

No new pets will be allowed. Existing pets (particularly dogs) must be on a leash at all times when outside the unit. Dogs must be walked only on the grassed area along New York Avenue. Pet owners are responsible for cleaning up after their pet.

Article XVIII, Section 1

Sales

A unit owner may sell, convey or transfer a unit only with the approval of lthe Asssociation to ensure that the new purchaaser is aware of all rules and regulations and they have received a copy of the Declaration of this Association which is on file with Pinellas County.

CIRCUIT COURT PINELLAS COUNTY FLORIDA

STATE OF FLORIDA - PINELLAS COUNT
I hereby certify that the foregoing is a true copy as the same appears among the files and records of this court.
Dated this 7 day of March 19 98
KARLEEN F. De BLAKER
Clerk of Circuit Court
By: Deputy Clerk

00-030662 FEB- 2-2000 11:49
PINELLAS CO BK 10901 PG 7(

Prepared By and Return To:
JOHN F. FRAZER
[illegible] BEARD, BRANDT & TRASK
[illegible] Street
[illegible] 34698

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF LOCH LOMOND ESTATES CONDOMINIUM

The undersigned officers of Loch Lomond Estates, a Condominium, do hereby make, subscribe, acknowledge and record this Certificate of Amendment, together with Exhibit "A" attached hereto after a unanimous adoption of the Resolution by the Board of Directors approving said amendments, the same were duly adopted at the annual meeting of the Association held on this 4th day of December, 1999, duly noticed as required by the corporate documents and by Florida law. At a meeting, upon motion duly made and seconded, the Association, by an affirmative vote of more than 75% of the unit owners present and voting, as required by the Declaration of Condominium, voted to amend the Declaration of Condominium, as the same was originally recorded in O.R. Book 2851, page 1204, et seq., and as depicted in the Condominium Plat pertaining thereto recorded in Condominium Plat Book 78, page 99-100, inclusive, all in the public records of Pinellas County, Florida, as the same may have further been amended.

Condominium Plats pertaining hereto are recorded in Condominium Plat Book 78, pages 99-101, inclusive, Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, the President and Secretary have executed this Certificate of Amendment and caused the corporate seal to be affixed this 25th day of January, 2000.

Attest:

Secretary - Judith Wirschint

LOCH LOMOND ESTATES

By: Douglas Fryar
Douglas Fryar President (SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 25th day of January, 2000 by Douglas Fryar and Judith Wirschint, the Secretary and President, respectively, of LOCH LOMOND ESTATES CONDOMINIUM, who is ( ) personally known to me or who has (✓) produced FL Driver's License or _____ as identification.

Notary Public

My Commission Expires:

OFFICIAL NOTARY SEAL
DOROTHY OBAL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC831020
MY COMMISSION EXP. MAY 22 2003

PINELLAS COUNTY FLR.
OFF.REC.BK 10801 PG 709

EXHIBIT "A"

Amendment to the Declaration of Condominium
(As initially recorded in Official Records Book 5821, page 1238
of the Public Records of Pinellas County)

Article VII Percentage of Ownership of Common Elements, Common Surplus and Sharing of Common Expenses

Each Unit shall have an undivided 1/37 ownership interest in the common elements and the common surplus and shall be responsible for an undivided 1/37 share of the common expenses of this Condominium, (except for any interest which is specifically charged to the Unit.)

Article XX Maintenance, Alteration and Improvements

Section 1 - Units. (3) is amended in its entirety to read as follows:

All owners shall be responsible for their proportionate share of the common expenses for the entire condominium elements, except for any charge which is assessed to a specific unit.

85184487

RETURN TO: Roland Fox, P. A.
P. O. Box 5047
Clearwater, FL 33518

DS Cash 1 Chg
40 Rec 5.00
41 DS
43 Int.
Tot 5.00

JOINDER OF MORTGAGEE
IN
DECLARATION OF CONDOMINIUM
OF
LOCH LOMOND ESTATES, A CONDOMINIUM

O.R. 6066 PAGE 953

The undersigned owner and holder of a Promissory Note secured by a Mortgage, recorded in O.R. Book 5692, at page 665, as assigned in O.R. Book 5698, page 159, of the Public Records of Pinellas County, Florida, encumbering real property described in the Declaration of Condominium for Loch Lomond Estates, a Condominium, recorded in O. R. Book 5821, page 1204, Public Records of Pinellas County, Florida, hereby joins in the making of the Declaration and agrees that the lien of said Mortgage shall be subordinate to the use rights of unit owners in the Condominium. This provision shall not limit the right of the undersigned to foreclose against any unit in said Condominium which has not been formally released from the lien of said Mortgage.

Dated this 28th day of August, 1985.

WITNESSES:

IS 15731066 40 1. 08SE85
40 5.00
TOTAL 5.00 CHK

Barbara F. Hilton

Thomas S. Hicks
THOMAS S. HICKS

Suzanne K. Gray

Louise R McLean
LOUISE R. McLEAN, TRUSTEE for Nanette Hicks Pryor

STATE OF TEXAS
COUNTY OF HARRIS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, THOMAS S. HICKS, to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 17th day of August, 1985.

NOTARY PUBLIC

My Commission Expires:

PEGGY T. HOLLIS
Notary Public in and for Harris County, Texas
My Commission Expires 5-13-89

STATE OF FLORIDA
COUNTY OF Pinellas

AUG 30 4 01 PM '85

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, LOUISE R. McLEAN, Trustee for Nanette Hicks Pryor, to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that she has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 28th day of August, 1985.

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 31,1989
BONDED THRU GENERAL INS. UND.

84169082

O.R. 5821 PAGE 1204

Book Page
78-99-

DECLARATION OF CONDOMINIUM

OF

LOCH LOMOND ESTATES, A CONDOMINIUM

I.

Submission Statement

The undersigned hereby submits in fee simple the property, hereinafter described, to condominium ownership.

II.

Name

The name by which this condominium is to be identified is LOCH LOMOND ESTATES, A CONDOMINIUM.

III.

Legal Description

Refer to Exhibit "A" attached hereto and incorporated herein by reference.

IV.

Easements

Easements are expressly provided for and reserved in favor of the unit owners, their lessees, their guests and invitees, as follows:

Section 1. Easements are reserved through the condominium property as may be required for utility service in order to serve this specific Condominium, however, such easements shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by the affected unit owners.

Section 2. In the event that any unit shall encroach upon any of the common elements or upon any other unit for any reason other than the intentional or negligent act of the unit owner, or in the event any common element shall encroach upon any unit, then an easement shall exist to the extent of such an encroachment so long

CLERK CIRCUIT COURT
AUG 13 10 52 AM '84
PINELLAS CO. FLORIDA

Condominium Plats pertaining hereto are filed in condominium Plat Bk. 78 P. 99-101.

This instrument prepared by:
Gary R. Preston, Esquire
RICHARDS, HOOPE, GILKEY, FITE, WEBER & THOMPSON, P.A.
13123 Park Street
Clearwater, Florida 33516

Hold for: GACHES TOWD

LAW OFFICES OF RICHARDS, HOOPE, GILKEY, FITE, WEBER & THOMPSON, P.A. CLEARWATER, FLORIDA

01 Cash 11 Chg
Rec 139.00
Rec 45.00
43 Int
Tot 234.00
BA

as the same shall exist.

Section 3. An easement shall exist for pedestrian traffic over, through and across sidewalks, patios, walks, and other portions of the common elements as may be from time to time intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may from time to time be paved and/or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the unit owners of the condominium property, and those claiming by, through or under the aforesaid unit owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

Section 4. The Association is hereby granted the right to create, convey and grant easements over, across, under and through the condominium property for drainage, utilities or other purposes incidental to or necessary for the operation of the condominium property.

Section 5. The undersigned reserves to itself, its designees, successors and assigns, such easements over, under and upon the condominium property as are necessary for pedestrian purposes and vehicular traffic purposes by the undersigned, its designees, successors and assigns, which easements may be described in the future.

V.

Identification of Units

The units of this condominium are identified by number shown on Exhibit "A" attached hereto and incorporated herein.

VI.

Survey, Plot Plan and Graphic Description of Improvements

The information required by Section 718.104(4)(e) of the

Law Offices of Richards, Rogers, Blue, P.A.
Henry G. Thompson, P.A. Clearwater, Florida

Florida Statutes is contained in Exhibit "A" attached hereto and by reference incorporated herein.

VII.

Percentage of Ownership of Common Elements, Common Surplus and Sharing in Common Expenses

Each unit shall have an undivided 1/37th ownership interest in the common elements and in the common surplus and shall be responsible for an undivided 1/37th share of the common expenses of this condominium.

VIII.

Voting Rights

Each condominium parcel shall be entitled to one vote which shall be cast by the respective unit owner. In the event a unit is owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit. Voting may be by proxy in accordance with the provisions of the Bylaws of the Condominium Association.

VOTE ASSIGNMENT
7.18 - FLORIDA

IX.

Amendments

Section 1. Except as otherwise provided herein, this Declaration may be amended at any regular or special meeting of unit owners called and noticed in accordance with the Bylaws, by an affirmative vote of seventy-five per cent of the unit owners present and voting.

75%

Section 2. The provision of Section 1 shall not apply to any amendment attempting to change (a) any condominium unit, (b) voting rights, (c) percentages of owning common elements, or (d) any provision contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, it will be necessary to have the approval of two-thirds of the Board of Directors of the Condominium Association, the affirmative vote of the owners of all units affected, and the joinder in the execution of all record owners of liens on all units affected.

Section 3. All amendments shall be recorded as required by

LAW OFFICES OF
T. RICHARD HOWE
OLNEY, FITC
HOWE & THOMSON, P.A.
CLEARWATER, FLORIDA

law.

Section 4. No amendment of this Declaration or of the Bylaws which in any way alters, changes, limits, diminishes, or otherwise affects any institutional mortgagee's position or right as mortgagee of any condominium parcel shall be effective without the joinder of said institutional mortgagee.

Section 5. Notwithstanding anything contained hereinabove or elsewhere, the developer reserves the right to amend this Declaration as to matters of survey as contemplated by Article XXIII hereof, and said amendment need be executed only by the developer.

X.

Association

The name of the Association responsible for the operation of this condominium is LOCH LOMOND ESTATES, INC., a corporation not for profit under the laws of the State of Florida. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "B" and by reference incorporated herein.

XI.

Bylaws

The Bylaws of this condominium are set forth in Exhibit "C" attached hereto and by reference incorporated herein.

XII.

Assessments

Section 1. Common expenses, including those required under any management contract, shall be assessed against each condominium parcel owner by the Association as provided in paragraph VII hereof. Assessments shall be due as determined by the Board of Directors of the Association. Assessments 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 highest rate allowed by law from the date when due until paid. All payments on account shall first be applied to interest and then to

LAW OFFICES OF RICHARDS, PADGETT, GILLEY, PITTS, TROYER & THOMPSON, P.A. CLEARWATER, FLORIDA

the assessment payment due. All assessments, including reasonable attorney's fees, interest and other costs to collect the same, shall be secured by a lien against the condominium parcel against which it is made. Such lien shall be effective upon recording in the Public Records of Pinellas County, Florida, a claim of lien stating the description of the parcel, the owner's name, the amount and date due; the lien shall continue in effect until paid in full. Said lien shall date back to the date of this Declaration and shall be prior to the creation of any homestead status or any subsequent lien or encumbrance, except that said lien shall be subordinate and inferior to that of any institutional first mortgage.

Section 2. If an institutional mortgagee obtains title to a condominium parcel as the result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, said mortgagee shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner thereof which became due prior to acquisition of title by said mortgagee, unless the share is secured by a claim of lien for assessments that is recorded prior to recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels, including such acquirer, his successors and assigns.

AMENDED APRIL 4/94

XIII. NEW-SEE CHAPTER 718 FLORIDA.

Termination

The unit owners may remove the condominium property from the provisions of the Condominium Act in the manner provided by said Condominium Act, and pursuant to the provisions thereof. The condominium further may be terminated by the affirmative vote of seventy-five per cent of the unit owners, as authorized and provided in paragraph XIV herein.

LAW OFFICES OF RICHARDS, HOOPER, BLUEY, FIKE, MEYER & THOMPSON, P.A. CLEARWATER, FLORIDA

XIV

Insurance

The Association, through its Board of Directors, shall purchase an insurance policy insuring the building and improvements erected upon the property, all fixtures and personal property owned in common by the unit owners, against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement; such policy shall be in an amount which shall be equal to the maximum insurance replacement value as determined annually by the insurance carrier, or by the Directors of the Association in the event the carrier fails or refuses to make such determination. The Association shall, if the condominium property be located in a designated flood area as identified by HUD pursuant to the Disaster Protection Act of 1973, obtain the maximum flood insurance provided for by said Act, or in an amount equal to the value of the building if the value of the building is less than the maximum permitted by such Act. The policies shall be purchased in the name of the Association for the benefit of the Association, the unit owners, their mortgagees, as their interests may appear; and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of the respective units.

All hazard policies purchased to protect buildings shall provide that the word "building" wherever used in the policy shall include, but not be limited to, fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements of like kind or quality, in accordance with the original plans and specifications. With respect to the coverage provided for by this paragraph, the unit owners shall be considered as additional insureds under the policy.

In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal

LAW OFFICES OF
RICHARDS, MOORE,
GURLEY, FITZ,
SILVER & THOMPSON, P.A.
CLEARWATER, FLORIDA

property covered by the policy, with any excess to be payable to the unit owners and their mortgagees as their interests may appear. Any reconstruction, repair, or replacement shall be in accordance with the plans and specifications for the original building, except as may be modified to comply with the then current Building Code, said plans being on file with the Building Department of the City of Clearwater, Pinellas County, Florida.

If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against the unit owners in accordance with this Declaration to cover any deficiency.

In the event the common elements are totally destroyed or damaged, or in the event that said common elements are damaged or destroyed in excess of fifty per cent of their then value, the common elements shall nevertheless be rebuilt as heretofore provided, unless seventy-five per cent of all unit owners shall elect within thirty (30) days after notice not to rebuild, in which event the Condominium shall be terminated, the insurance proceeds shall be disbursed to the unit owners and their mortgagees as their interests may appear.

In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and keep in effect a comprehensive public liability policy, insuring the Association, its Board of Directors, Officers, and unit owners against possible liability arising out of the use of the common elements, units and easements. Said policy shall be in an amount of not less than $100,000 / $300,000 personal injury, and $25,000 property damage.

The Association further shall, if required by State Laws, carry Workmen's Compensation Insurance Policy, which policy will comply with the requirements of the Laws of the State of Florida.

All insurance premiums shall be included and treated as a common expense.

LAW OFFICES OF RICHARDS, HOWE, GLANCY, FITE, MEYER & THOMPSON, P.A. CLEARWATER, FLORIDA

XV.

Common Elements and Appurtenances

There shall pass with the title to each unit as appurtenances thereto those items that are listed in Section 718.106 of the Florida Statutes. The common elements shall include within its meaning those items listed in Section 718.108 of the Florida Statutes and partition or separation of the common elements shall be governed by Section 718.107 of the Florida Statutes. The aforementioned references to the Florida Statutes shall be as said statutes read at the time of recording this Declaration.

XVI.

Parking

Section 1. The Developer shall establish a parking plan and in connection therewith will allocate and assign one (1) parking space to each of the units in the condominium. Those parking spaces designated by the Developer as guest parking spaces shall be used in common by unit owners' guests and invitees, pursuant to reasonable rules and regulations to be adopted from time to time by the Association.

Section 2. All parking assignments made by the Developer shall be noted on the books of the Association and shall be an appurtenance to the unit so designated and a limited common element. The interest of the unit owner in these spaces may be assigned only to a subsequent transferee of the unit.

Section 3. Upon the Developer having completed the parking plan, unit owners agree that they will park in their respective allocated spaces and that such plan shall not be changed or amended except upon the vote of ninety per cent of the unit owners. The parking plan shall not be recorded in the Public Records, but the Association shall keep said plan in its records and make same available to unit owners at all reasonable times.

XVII.

Restrictions

All unit owners, in addition to any other obligation, duty,

LAW OFFICES OF RICHARDS, HOOVER, DILKEY, FIFE, MEYER & THOMPSON, P.A. CLEARWATER, FLORIDA

right and limitation imposed upon them by this Declaration, the Articles of Incorporation and By-Laws of the Association and the Condominium Act, shall be subject to and agree to abide by the following restrictive covenants which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to wit:

Section 1. No unit shall be used for any purpose other than for residential purposes except that Developer may use any unit or units as a selling aid or as a sales office for the sale of unit in this condominium.

Section 2. The common elements and limited common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

Section 3. No nuisance shall be allowed upon the condominium property or within a unit, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.

Section 4. No immoral, improper, offensive or unlawful use shall be made of the condominium property or a unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

Section 5. All unit owners shall keep and maintain their respective units in good condition and repair, and shall promptly pay for all utilities which are separately metered to the unit.

Section 6. Except for name plates of uniform size and design approved by the Board of Directors, no unit owner shall cause any

LAW OFFICES OF
RICHARD, ROONE,
OLNEY, ETC.
SUITE 200
CLEARWATER, FLORIDA

signs to be posted or affixed to any of the common elements or in any unit in which such sign may be seen from the common elements, except as reserved to the Developer in Article XXIII hereof.

Section 7. Unit owners, their families, guests, invitees, or lessees shall in no way deface, mar, alter, repair or replace any part of the common elements or any balcony or terrace which are not part of the unit, and in which event they shall be liable for damages thereto.

Section 8. All common walkways, hallways, balconies, patios, terraces and passages shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

Section 9. No clothing, bedding, or other similar items, shall be dried or aired in any outdoor area, nor shall any such items be hung, dried or aired on any patio, balcony or terrace.

Section 10. All garbage or trash shall be placed in the disposal installations provided for such purposes by the Association.

Section 11. All occupants of units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers that may tend to disturb other occupants.

Section 12. No occupant shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a phonograph or radio loud speaker in such occupant's unit between the hours of 11:00 o'clock P.M. and the following 9:00 o'clock A.M., if the same disturb or annoy other occupants of the building.

Section 13. No unit in this condominium shall be permanently occupied by more than two individuals per bedroom. For purposes of this subsection, individuals shall be defined as members or members' approved lessees.

Section 14. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the common

LAW OFFICES OF RUMBERGER, KIRK, CALDWELL, CABELL & ORMOND, P.A. ORLANDO, FLORIDA

elements, limited common elements, or units, except that the right is specifically reserved in the Developer to place and maintain "For Sale" or "For Rent" signs in connection with any unsold or unoccupied unit it may from time to time own, and the same right is reserved to any institutional fitst mortgagee which may become the owner of a unit, and to the Association as to any unit which it may own.

Section 15. No trucks (except vans used as a primary family vehicle) or other commercial vehicle shall be parked in any parking space except with the written consent of the Board of Directors of the Association, except such temporary parking spaces provided for the purpose as may be necessary to effectuate deliveries to the condominium, the Association, or unit owners, or residents. Campers, recreation vehicles and boat trailers may be parked temporarily, not to exceed three (3) days. Thereafter, Association approval from the Board of Directors must be obtained.

Section 16. Until the Developer has completed all of the contemplated improvements and closed the sale of all of the units of the condominium, neither the unit owners nor the Association, nor any use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the units. Developer may make such use of the unsold units, common elements and common areas, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

Section 17. Pets shall be limited to dogs and cats that can be easily carried in the common areas, and shall be limited to one (1) pet per unit, and such pets shall at all times outside the unit be on a leash.

The above and foregoing restrictive covenants shall only be amended in the manner as provided for the amendment of this Declaration. The Association shall have the right to make and amend reasonable rules and regulations, in addition to these re-

LAW OFFICES OF
HENNING, MOUNCE,
GRAEV, FITZ,
SILVER & THOMPSON P.A.
FORT LAUDERDALE, FLORIDA

strictions respecting the use of the property in the condominium as is provided for in its Articles of Incorporation.

XVIII.

Sale and Leasing of Condominium Parcels

Section 1. Sales. A unit owner may sell, convey or transfer a unit without the approval of the Association.

Section 2. Leasing. Units may be rented provided the occupancy is only by the Lessee, his family and guests. No rooms may be rented, nor shall any lease of any unit release or discharge the owner thereof from compliance with any of his obligations and duties as a unit owner. All of the provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a unit as a tenant to the same extent as against a unit owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration of Condominium and Bylaws, and designating the Association as the unit owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

XIX.

Unit Boundaries

Each unit shall include that part of the building containing the unit that lies within the following boundaries:

Section 1. The upper and lower boundaries of a unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundary. The horizontal planes of the undecorated finished ceiling.

(b) Lower Boundary. The horizontal planes of the un-

LAW OFFICES OF RICHARD HOOKS, BLACK, FITZ, HOOKS & THOMPSON, P.A. CLEARWATER, FLORIDA

decorated finished floor.

Section 2. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to an intersection with each other and with the upper and lower boundaries.

Section 3. Any open balcony, patio and terrace serving a unit shall be considered a limited common element for the exclusive use of the unit owner and shall not be considered part of the unit.

XX.

Maintenance, Alteration and Improvement

Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

Section 1. Units.

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

(1) All portions of a unit, except interior surfaces, contributing to the support of the condominium building, which portions shall include but not be limited to load bearing columns, floors and walls, including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services (heavy electric power, cold water and sewer disposal), and all such facilities contained within a unit which service part or parts of the condominium property other than the unit within which contained.

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

(3) All owners shall be responsible for their proportionate share of the common expenses for the entire condominium common elements.

(b) By the unit owner. The responsibility of the owner shall be as follows:

(1) To maintain, repair and replace at his expense

all portions of his unit except the portions to be maintained, repaired and replaced by the Association, including all windows, screens and glass, doors and carpeting, and all kitchen equipment, heating and air conditioning equipment, whether contained inside or outside a unit, and hot water heater, together with electrical and plumbing elements associated thereto, and any other contents of the unit, including all nonsupporting walls and partitions. Any maintenance, repair work or replacement done by a unit owner to windows, screens, glass or exterior doors pursuant to this paragraph shall conform to the existing design, color and quality of material replaced or repaired.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building, including, but not limited to, balconies, patios or terraces.

(3) To promptly report to the Association any defects or need for repairs if the responsibility for the remedying is that of the Association.

(c) Alteration and improvement. Except as elsewhere reserved to Developer, neither an owner nor the Association shall make any major modifications in the portions of any unit or make any alterations in any portions of the condominium 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, soundness or architectural appearance of the condominium building and easement, without first obtaining approval in writing of owners of all units in which such work is to be done, the approval of seventy-five per cent of the record owners of other units, and the approval of the Board of Directors of the Association. A copy of plans for all of such work prepared by an architect licensed to practice in this State shall be filed with the Association. However, this Section shall not apply to repairs which are authorized to be made by the Association as re-

LAW OFFICES OF ROBERT E. MOORE, P.A. SUITE 210 MEDICAL & PROFESSIONAL BUILDING CLEARWATER, FLORIDA

flected in Section 1, paragraph (a), hereof.

Section 2. Common elements and limited common elements.

(a) By Association. The maintenance and operation of the common elements and limited common elements shall be the responsibility and the expense of Association.

(b) By the unit owner. Notwithstanding the prior paragraph, each unit owner shall be responsible for the interior maintenance of his storage room and periodic sweeping and cleaning of his open balcony and terrace.

(c) Alteration and improvement. After the completion of the improvements included in the limited and common elements which are contemplated by this Declaration, there shall be no material alteration or substantial additions to the limited and common elements without prior approval of seventy-five per cent of the record owners of all the units. 75%

XXI.

Compliance and Default

Each owner shall be governed by and shall comply with the terms of the Declaration of Condominium, its Exhibits and the 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 unit owners to the relief provided under the Condominium Act, and to other relief legally available.

Section 1. 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 by his or her guests, employees 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 fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit interest or its appurtenances, or of the common elements.

Section 2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of owner to comply with the terms of the Declaration, its Exhibits or regulations adopted pursuant thereto, as said documents and regulations may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

Section 3. No Waiver of Rights. The failure of the Association or the owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, its Exhibits or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XXII

Covenants Running With the Land

All of the provisions of this Declaration of Condominium, its Exhibits, and the Rules and Regulations, as the same may be amended from time to time, shall be construed to be covenants running with the land, and every condominium parcel owner or tenant, his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions contained therein.

XXIII

Reservation of Rights to Developer

Notwithstanding anything to the contrary herein, Developer shall have the right to transact, on the condominium property, any business necessary to consummate the sale of units in this condominium, including, but not limited to, the right to maintain models and sales office, have signs, employees in the office, use of the common elements and to show units. Sales office and model furniture shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold units, the Developer retains the right to own parcels under the same terms and conditions as other owners.

Developer reserves the right to change the interior design and

LAW OFFICES OF HOWARD, HOPKINS, GILLEY P.A. HOYER & THOMPSON P.A. CLEARWATER, FLORIDA

arrangement of all units, and to alter the boundaries between units, so long as the interest of the developer has not been sold. No such change shall increase the number of units nor alter the boundaries of the common elements nor the boundaries of any units in which the interest of the Developer has been sold, without amendment to this Declaration in the manner required herein. If more than one (1) unit is concerned, the Developer may apportion between the units the share in the common elements which are appurtenant to the units concerned. Any amendment to this Declaration reflecting such alteration of apartment plans or completion of improvements and additions by Developer, as mentioned hereafter, need be signed and acknowledged only by the Developer and need not be approved whether or not elsewhere required.

The Developer, pursuant to Section 718.116(8), Floirda Statutes, shall be excused from payment of its share of common expenses and assessments for those units owned by it during the period of time that it guarantees the assessments for common expenses of the condominium imposed upon the unit owners, other than the Developer, shall not increase over a stated amount for a stated period of time per unit and obligates itself to pay any amount of common expenses incurred during that period and not reduced by the assessments by the guaranteed level receivable from other unit owners. As further set forth in the Estimated Annual Operating Budget attached as Exhibit 4 to the Prospectus, the Developer has guaranteed that the assessments for the common expenses of the condominium imposed upon the unit owners shall not exceed the sum of $45.00 per month per unit for the initial year of operation of the condominium commencing from the time a certificate of occupancy is issued on the first condominium unit.

The Developer retains the right to complete construction of improvements and additions to the common elements in compliance with its plans and specifications for this development.

The Developer reserves the right to create and grant easements over, under, across and through the real property hereby submitted to condominium ownership for drainage, utilities or other incidental purposes as may be required for the operation of the condominium property and/or required by local governmental authorities; provided that those easements may not unreasonably interfere with the enjoyment of the condominium property.

The Developer reserves the right to submit additional property to condominium ownership as a part of this condominium, which property presently abuts the condominium property and which the Developer presently owns and may not be required to convey to the City of Dunedin for right-of-way purposes.

Notwithstanding anything else contained in this Declaration to the contrary, this paragraph XXV may not be amended without the written consent of the Developer as long as it owns units in this condominium.

THIS DECLARATION for the creation and Establsihment of LOCH LOMOND ESTATES, A CONDOMINIUM, including exhibits attached hereto, is made and entered into and submitted this 8th day of August, A.D. 1984, by Barrie Town, Inc. as Developer.

Witnesses:

Teresa M. Mueller

Lacy Hunt

Teresa M. Mueller

Lacy Hunt

BARRIE TOWN, INC.

By Donald Wallace
Donald Wallace, President

Attest Donald Wallace
Donald Wallace, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared DONALD WALLACE, as President and Secretary of BARRIE TOWN, INC., a corporation under the Laws of the State of Florida, to me known to be the person described in and who executed the foregoing Declaration of Condominium and who acknowledged then and there before me that he executed

LAW OFFICES OF ANDERSON, MOORE, GRACE, P.A. ATTORNEYS AT LAW CLEARWATER, FLORIDA

the same as such officers of the corporation for the purposes therein expressed, and that he affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESSED my hand and official seal this 6th day of August, A.D. 1984.

Notary Public
My Commission Expires:

LAW OFFICES OF
RICHARD, HOOPER
DALEY, ERIC
HOYER & THOMPSON, P.A.
GAINESVILLE, FLORIDA

GRP/tmm

O.R. 5821 PAGE 1220

JOINDER OF MORTGAGEE
IN
DECLARATION OF CONDOMINIUM
OF
LOCH LOMOND ESTATES, A CONDOMINIUM

The undersigned owner and holder of a promissory note secured by a Mortgage, recorded in O.R. Book 5692, at Page 654, of the Public Records of Pinellas County, Florida, encumbering real property described in the foregoing Declaration of Condominium for Loch Lomond Estates, a Condominium, hereby joins in the making of the Declaration and agrees that the lien of said Mortgage shall be subordinate to the use rights of unit owners in the Condominium. This provision shall not limit the right of the undersigned to foreclose against any unit in said Condominium which has not been formally released from the lien of said Mortgage.

Dated this 4th day of May, 1984.

WITNESSES:

Margaret Sullivan

Louise Stovel

THE MUNICIPAL SAVINGS AND LOAN CORPORATION

By: Douglas B. Cherry
Senior Vice-President
and General Manager

PROVINCE OF ONTARIO)
CITY OF BARRIE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, DOUGLAS B. CHERRY as Senior Vice-President and General Manager of THE MUNICIPAL SAVINGS AND LOAN CORPORATION, to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 4th day of May, 1984.

Notary Public
Brian P. Philbrook
My Commission is for Life.

O.R. 5821 PAGE 1224

JOINDER OF MORTGAGEE
IN
DECLARATION OF CONDOMINIUM
OF
LOCH LOMOND ESTATES, A CONDOMINIUM

The undersigned owner and holder of a promissory note secured by a Mortgage, recorded in O.R. Book 5692, at Page 665, of the Public Records of Pinellas County, Florida, encumbering real property described in the foregoing Declaration of Condominium for Loch Lomond Estates, a Condominium, hereby joins in the making of the Declaration and agrees that the lien of said Mortgage shall be subordinate to the use rights of unit owners in the Condominium. This provision shall not limit the right of the undersigned to foreclose against any unit in said Condominium which has not been formally released from the lien of said Mortgage.

Dated this 25th day of April, 1984.

WITNESSES:

Suzanne K. Bryant

Lisa Emme

Suzanne K. Bryant

Lisa Emme

Louise R McLean
LOUISE R. McLEAN, individually and as Successor Personal Representative of the Estate of Frank T. Hicks, Jr.

Madaline J. Hicks
MADALINE J. HICKS

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, LOUISE R. McLEAN, individually and as Successor Personal Representative of the Estate of Frank T. Hicks, Jr., to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that she has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 25th day of April, 1984.

Suzanne K. Bryant
Notary Public
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES APR 22 1985
BONDED THRU GENERAL INS. UNDERWRITERS

My Commission Expires

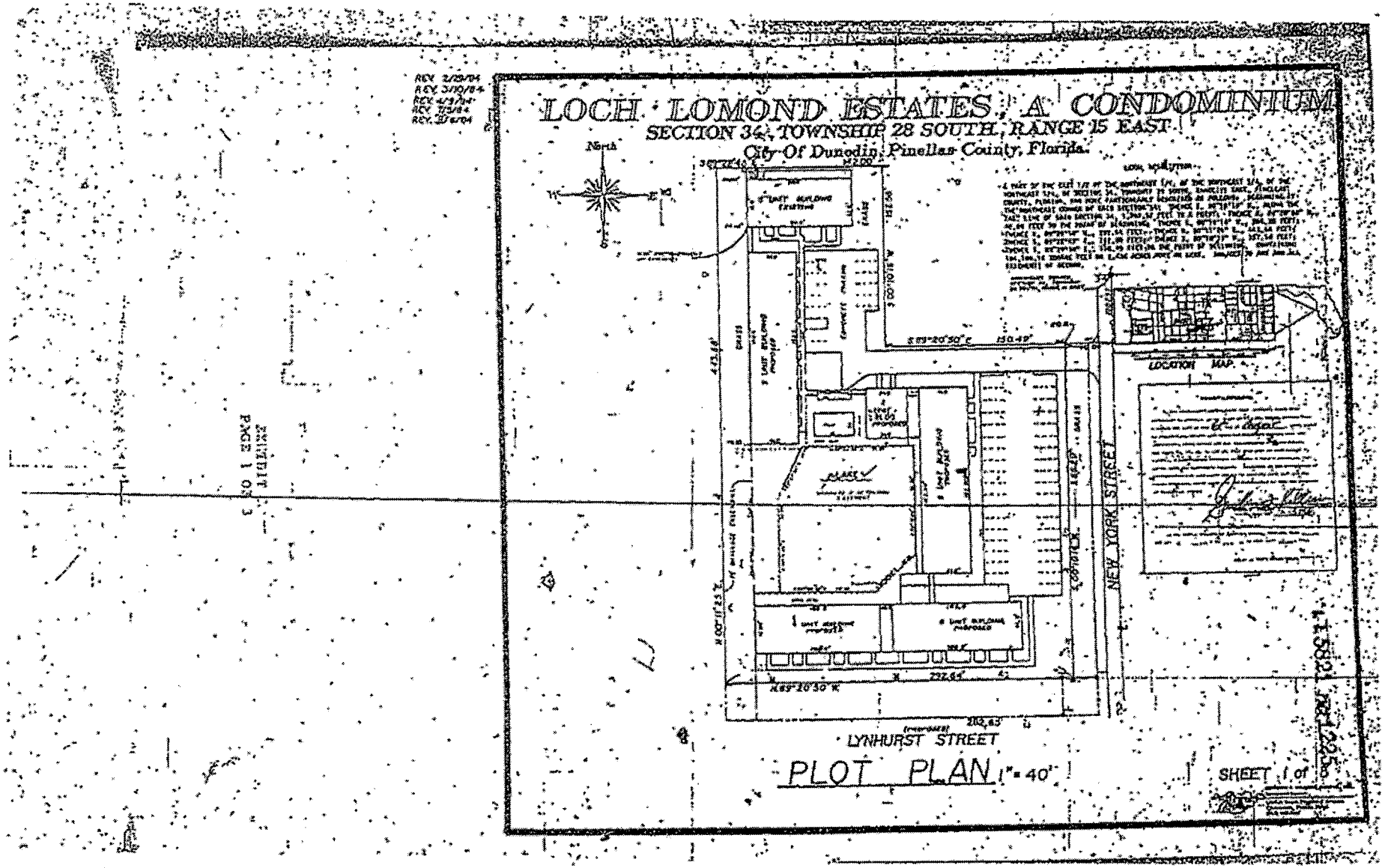
STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, MADALINE J. HICKS, to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that she has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 25th day of April, 1984.

Suzanne K. Bryant
Notary Public
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES APR 22 1985
BONDED THRU GENERAL INS. UNDERWRITERS

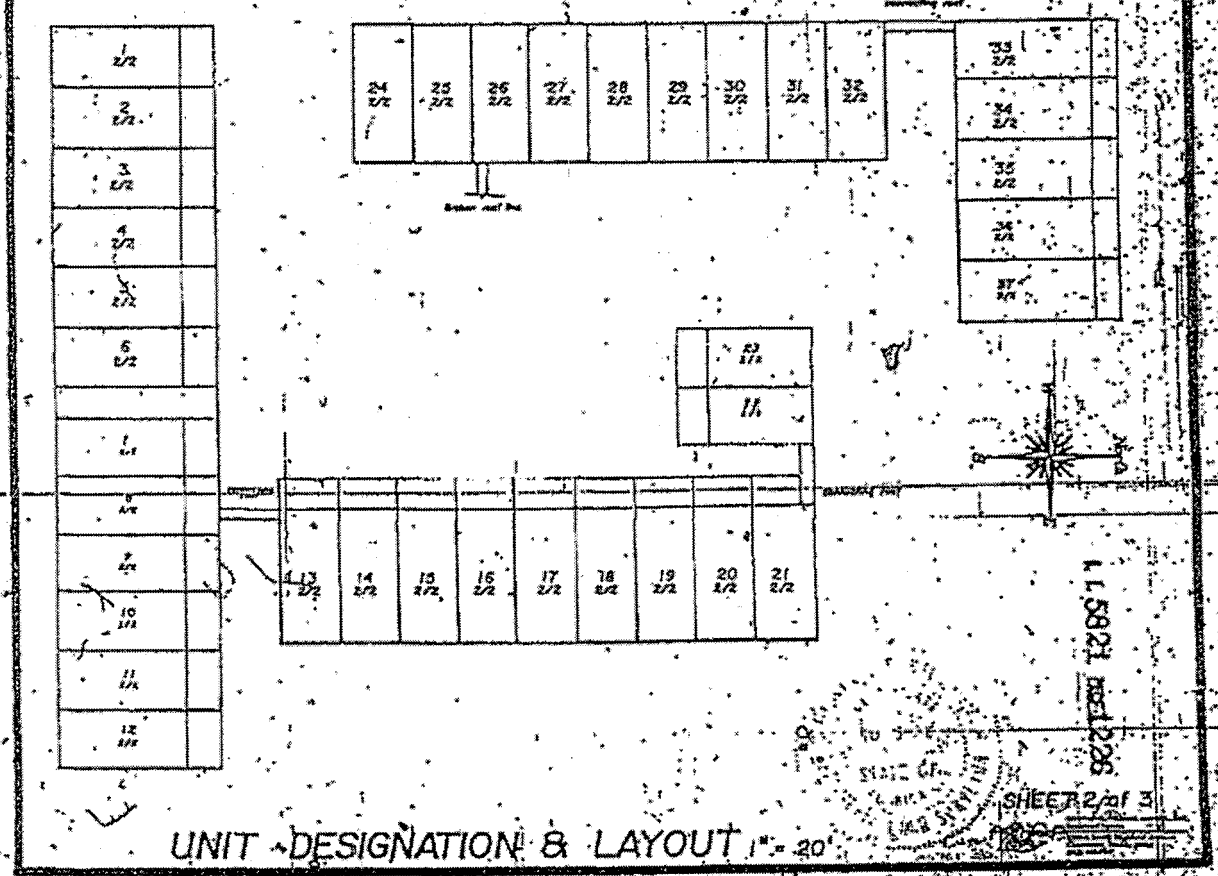
My Commission Expires


LOCH LOMOND ESTATES, A CONDOMINIUM
SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST
City Of Dunedin, Pinellas County, Florida
North
LOCATION MAP
NEW YORK STREET
LYNHURST STREET
PLOT PLAN 1" = 40'
SHEET 1 of

LOCH LOMOND ESTATES, A CONDOMINIUM

SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST

City Of Dunedin, Pinellas County, Florida.

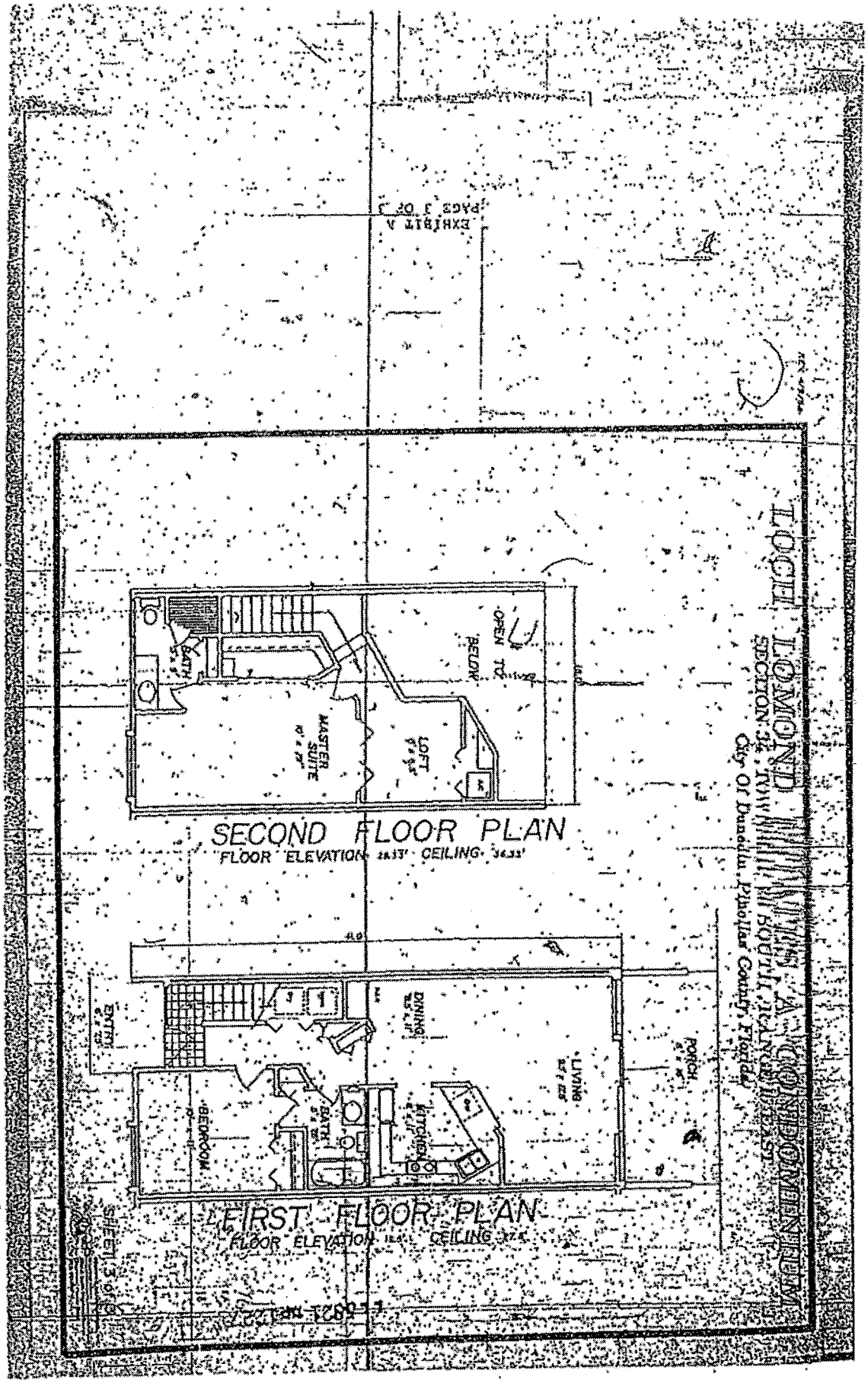


UNIT DESIGNATION & LAYOUT 1" = 20'

EXHIBIT A
PAGE - 2 OF 3

O.R. 5821 PG 1226

SHEET 2 of 3


EXHIBIT A
PAGE 3 OF 3
LOCH LOMOND
SECTION 34, TWP. 11 SOUTH, RANGE 31 EAST
City Of Dunedin, Pinellas County, Florida
SECOND FLOOR PLAN
FLOOR ELEVATION 28.13' CEILING 36.33'
OPEN TO BELOW
MASTER SUITE
LOFT
FIRST FLOOR PLAN
FLOOR ELEVATION 11.4' CEILING 27.5'
ENTRY
DINING
LIVING
PORCH
BEDROOM
BATH
KITCHEN
SHEET 3 OF 3

85164564 O.R. 6049 PAGE 927

JOINDER OF MORTGAGEE
IN
DECLARATION OF CONDOMINIUM
OF
LOCH LOMOND ESTATES, A CONDOMINIUM

The undersigned owner and holder of a Promissory Note secured by a Mortgage, recorded in O.R. Book 5692, at page 654, as assigned in O.R. Book 5990, page 1967, of the Public Records of Pinellas County, Florida, encumbering real property described in the Declaration of Condominium for Loch Lomond Estates, a Condominium, recorded in O. R. Book 5821, page 1204, Public Records of Pinellas County, Florida, hereby joins in the making of the Declaration and agrees that the lien of said Mortgage shall be subordinate to the use rights of unit owners in the Condominium. This provision shall not limit the right of the undersigned to foreclose against any unit in said Condominium which has not been formally released from the lien of said Mortgage.

Dated this 6th day of August, 1985.

WITNESSES:

SUNPIER, INC.

By: William Schwam
WILLIAM SCHWAM, President

14 147528365 TR 1. 07A085
40 5.00
TOTAL 5.00 CHK

PROVINCE OF ONTARIO

CITY OF Toronto

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, WILLIAM SCHWAM as President of SUNPIER, INC., to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 6th day of August, 1985.

Allan Zener
NOTARY PUBLIC

My Commission is for Life

AUG 7 1 59 PM '85